DECLARATION OF JEFFREY M. HABER IN SUPPORT OF PROPOSED CLASS REPRESENTATIVES’ MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT AND CLASS CERTIFICATION

EXHIBIT 1

PART 1
DECLARATION OF JEFFREY M. HABER IN SUPPORT
OF PROPOSED CLASS REPRESENTATIVES' MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT AGREEMENT AND CLASS CERTIFICATION

EXHIBIT 1
STIPULATION OF SETTLEMENT

PRÉCIS

Statement of Intention

It is the intent of the parties to the Settlement Agreement set out below to resolve by final findings, order and judgment of the United States District Court for the District...
of New Jersey all claims relating to the recategorization of certain oil and gas reserves that have been or could have been asserted against the Royal Dutch Petroleum Company (now known as Shell Petroleum N.V.) and The "Shell" Transport and Trading Company p.l.c. (now known as The Shell Transport and Trading Company Limited), and related parties in the putative class action styled In re Royal Dutch/Shell Transport Securities Litigation, Civ. No. 04-374 (JAP) (D.N.J.). The securities purchasers intended to be covered by the Settlement Agreement are those purchasers who (without regard to the exchange on which they purchased their shares) were residents or citizens of, or were incorporated in or created under the laws of, the United States (or its states, territories or possessions) at the time they purchased their shares and those purchasers who were residents or citizens of, or were incorporated in or created under laws, outside of the United States at the time they purchased their shares, but who purchased their shares in the United States between April 8, 1999 through March 18, 2004, inclusive. As to these latter securities purchasers, they will receive relief under the Settlement Agreement only as to those shares that they purchased in the United States.

The parties intend that the settlement terms set out in the Settlement Agreement provide relief to U.S. purchasers (i.e., those purchasers covered by the terms of the Settlement Agreement) that is consistent with the relief that is provided to non-U.S. purchasers (i.e., those purchasers who both were residents or citizens of or were incorporated in or created under laws outside of the United States and who purchased their shares between April 8, 1999 through March 18, 2004, inclusive, on exchanges outside of the United States) pursuant to an April 11, 2007 settlement agreement (as
amended on February 27, 2008) that was executed pursuant to a Dutch statute (i.e., the Dutch Class Action Financial Settlement Act). That settlement is pending the approval of the Amsterdam Court of Appeals in The Netherlands, the court that is specifically empowered by the Dutch statute to declare that settlement binding on all purchasers covered by its terms.

Under the non-U.S. settlement agreement, the non-U.S. purchasers are entitled to receive an aggregate settlement relief amount of $340.1 million. The Dutch settlement agreement also provides that a proportionate settlement to U.S. purchasers would equal $79.9 million, which Shell has agreed in the Settlement Agreement to provide to U.S. purchasers.

Shell has also agreed to pay an additional settlement amount of $35 million, such settlement amount to be divided between U.S. purchasers and non-U.S. purchasers in the same ratio as the $79.9 million is to the $340.1 million (i.e., $6.658 million will be provided to U.S. purchasers and $28.342 million will be provided to non-U.S. purchasers). Pursuant to the Settlement Agreement, Shell will also pay interest on the settlement relief to be paid to both U.S. purchasers and non-U.S. purchasers beginning as of April 1, 2008, and continuing until the date on which Shell pays the settlement relief into escrow accounts under the terms of the Settlement Agreement and the non-U.S. settlement agreement.

The parties to the Settlement Agreement additionally agree that Shell will pay $2.95 million to U.S. purchasers, an amount that is proportionate to the $12.5 million that
Shell has agreed to pay under the non-U.S. settlement agreement, which amount will be distributed equally among all Class Members who timely submit a valid claim.

The Settlement Agreement also contains provisions that would require Shell to pay U.S. purchasers additional relief in the event that (i) Shell pays a litigant who opts out the settlement agreement in an amount that is in excess to the amount he, she or it would have received under the terms of the settlement agreement (such relief capped at $50 million) or (ii) Shell determines to increase the $340.1 settlement relief payment to non-U.S. purchasers. The Settlement Agreement further contains a provision that would require Shell to pay up to an additional $10.5 million if claim forms filed by purchasers demonstrate that such purchasers who were residents or citizens of, or were incorporated in or created under the laws of, the United States (or its states, territories or possessions) at the time they purchased their shares bought in the aggregate more than 3% of the shares sold on non-U.S. exchanges.

The Settlement Agreement that follows implements the Statement of Intention and controls the rights and obligations of the parties thereto.

* * * * *
SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into as of this 13th day of May 2008 by and among Shell Petroleum N.V., The Shell Transport and Trading Company Limited, the Pennsylvania State Employees’ Retirement System and the Pennsylvania Public School Employees’ Retirement System.

WHEREAS, capitalized terms used in this Settlement Agreement shall have the meanings set out in Section I below; and

WHEREAS, beginning in January 2004, RD and STT announced the recategorization of certain of their oil and gas reserves; and

WHEREAS, multiple putative class actions were filed against RD and STT alleging that purchasers of RD/STT Securities during the alleged class periods experienced price declines in their securities as a consequence of the January 2004 and the March 18, 2004 recategorization announcements; and

WHEREAS, the Court issued a June 30, 2004 Order consolidating all putative class actions based upon the Reserves Recategorization into this Action and appointed the Pennsylvania State Employees’ Retirement System and the Pennsylvania Public School Employees’ Retirement System as Lead Plaintiff and the law firm of Bernstein Liebhard & Lifshitz, LLP as Lead Counsel in the Action; and

WHEREAS, the unification of RD and STT into one parent company, Royal Dutch Shell plc, was completed on July 20, 2005, and, as of December 2005, RD was
merged into Shell Petroleum N.V., and, as of July 20, 2005, STT was reregistered as a private company and renamed The Shell Transport and Trading Company Limited; and

WHEREAS, the Settling Companies and the proposed Class Representatives have agreed to a settlement of this Action; and

WHEREAS, the Settling Companies enter into this Settlement Agreement without admitting that they engaged in any wrongdoing, that any laws, rules or regulations have been violated or that purchasers of RD/STT Securities during the Class Period have suffered any compensable damage in connection with the Reserves Recategorization; and

WHEREAS, this Settlement Agreement is the product of arm's-length negotiations among the Settling Parties under the auspices of retired United States District Judge Nicholas H. Politan; and

WHEREAS, prior to executing this Settlement Agreement, Class Counsel on behalf of the proposed Class Representatives and the putative Class conducted extensive discovery regarding the merits of the claims alleged in the Complaint, including reviewing millions of pages of documents and conducting more than 70 depositions of current or former officials of the Companies and Shell's independent auditors (who are also defendants in the Action).

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the proposed Class Representatives (individually and in their representative capacities), by and through their duly authorized representatives, and the Settling Companies, by and through their duly authorized representatives, that this Action and all matters that have been raised or that could have been raised by it are hereby settled and
compromised as to the Settling Companies and other Releasees, that this Action will be
dismissed with prejudice as to all defendants, and that the Released Claims will be
released as to Releasees based upon the terms and conditions set forth in this Settlement
Agreement and the Release set forth herein, subject to the approval of this Settlement
Agreement by the Court and such approval becoming Final.

I. DEFINITIONS

A. As used in this Settlement Agreement, the following terms have the
following meanings:

1. “Action” means the class action pending in the Court under the
caption In re Royal Dutch/Shell Transport Securities Litigation, Civil Action No. 04-374
(JAP), including, without limitation, all cases consolidated with the foregoing as of the
Final Settlement Date.

2. “Additional Non-U.S. Settlement Amount” means any monetary
relief that is paid to purchasers pursuant to the Non-U.S. Settlement Agreement that is in
excess of the Non-U.S. Settlement Amount; provided that the Additional Non-U.S.
Settlement Amount shall not include (i) any amount attributable to the Shareholders’
Payment (as that term is defined in the Non-U.S. Settlement Agreement), (ii) any amount
that is paid pursuant to Section I.B.1 of the Non-U.S. Settlement Agreement or (iii) any
amount that is paid pursuant to the terms of this Settlement Agreement.

3. “Administrative Expenses” means all expenses associated with the
implementation and administration of the settlement contemplated by this Settlement
Agreement, including, but not limited to, the expenses associated with (i) printing and
mailing the Notice, (ii) publishing the Summary Notice, (iii) establishing, staffing and maintaining a toll-free telephone number, a website and an e-mail address respecting the settlement, (iv) determining the amount (pursuant to the Plan of Allocation) of the Net Settlement Amount to be allocated to or on behalf of each Class Member and (v) distributing the Net Settlement Amount to or on behalf of Class Members; provided however, that Administrative Expenses shall not include (i) any amounts attributable to the Attorneys’ Fees Award, the Attorneys’ Expenses Award or the Class Representatives’ Expense Award, or (ii) any costs associated with the posting of the Notice or Summary Notice on the websites of Class Counsel or any counsel associated with Class Counsel.

4. “Administrator” means the person(s) or entity(ies) to be chosen pursuant to Section VI.A of this Settlement Agreement, which person(s) or entity(ies) shall be appointed by the Court in the Preliminary Approval Order to assist in implementing the terms of this Settlement Agreement, which assistance is further described in Section VI.B below.

5. “Affiliate” shall have the same meaning as found at 17 C.F.R. Part 210.1-02.b.

6. “Aggregate Settlement Percentage” means the percentage equal to 11.3%.

7. “Aggregated Supplemental Opt-Out Payments” means, when used in connection with the calculation of a Subsequent Supplemental Opt-Out Payment, an amount equal to the aggregation of the First Supplemental Opt-Out Payment and all
Subsequent Supplemental Opt-Out Payments that have been determined prior to the calculation being made.

8. "Approval Date" means the date on which the Judgment and Order Approving Settlement are entered by the Court.

9. "Attorneys’ Fees and Expenses Application" means the application for fees and expenses to be made by Class Counsel pursuant to Section XI.A of this Settlement Agreement.

10. "Attorneys’ Fees Award" means the fee amount awarded to Class Counsel as provided for in Section XI.A of this Settlement Agreement pursuant to the Attorneys’ Fees and Expenses Application.

11. "Attorneys’ Expenses Award" means the expense amount awarded to Class Counsel as provided for in Section XI.A of this Settlement Agreement pursuant to the Attorneys’ Fees and Expenses Application.

12. "Auditors" means PwC and KPMG.

13. "Authorized Claimant" means a Class Member (or the representative of such Class Member including, without limitation, agents, administrators, executors, heirs, successors and assigns), who submits a timely and valid Claim Form under the procedures set out in this Settlement Agreement.

14. "Bar Orders" means the Contribution Bar Order and the Complete Bar Order.

15. "Business Day" means a day other than a Saturday, Sunday or legal holiday as that term is defined in Section XV.J of this Settlement Agreement.
16. "Cash Settlement Account" means an interest-bearing account under the control of Class Counsel, which account shall be maintained as a Qualified Settlement Fund.

17. "Claim" means any and all actions, causes of action, proceedings, adjustments, executions, offsets, contracts, judgments, obligations, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, variances, covenants, trespasses, damages, demands (whether written or oral), agreements, promises, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether in law, in admiralty or in equity and whether based on statutory law, common law, doctrine, rule, regulation, right of action or otherwise of any Forum.

18. "Claim Form" means the form that Class Members must submit to the Administrator in order to receive relief pursuant to Section IV.D of this Settlement Agreement, which shall be substantially in the form as set out in Exhibit D.

19. "Claim Form RD Home Exchange Shares" means the aggregate number of RD Securities purchased by Class Members during the Class Period that the Administrator (or an agreed-upon third party) calculates from the data provided by Class Members on validly submitted Claim Forms to be Home Exchange Shares identified to be RD Securities.

20. "Claim Form STT Home Exchange Shares" means the aggregate number of STT Securities purchased by Class Members during the Class Period that the Administrator (or an agreed-upon third party) calculates from the data provided by Class
Members on validly submitted Claim Forms to be Home Exchange Shares identified to be STT Securities.

21. "Class" or "Class Members" means all persons and entities (i) who purchased United States Shares or (ii) who (x) purchased Home Exchange Shares (or sold puts) and (y) at the time of such purchase, were residents or citizens of, or were incorporated in or created under the laws of the United States (or its states, territories or possessions); provided that "Class" or "Class Members" shall not include (i) any person or entity that is a defendant in the Action, (ii) any entity in which a defendant in the Action has a controlling interest, (iii) any person or entity that has a Controlling Interest in a defendant, (iv) the officers, directors, Affiliates, legal representatives, heirs, predecessors, successors or assigns of any defendant, (v) any person or entity that submitted a valid and timely request for exclusion from the Class in accordance with the procedures set out in Section VIII below and (vi) any person or entity that settled an actual or threatened lawsuit or other proceeding with the Companies, or any of them, and released the Companies from any further claims concerning the recategorization of certain of the Companies' oil and gas reserves; provided further that persons and entities who purchased United States Shares and at the time of such purchase, were residents or citizens of, or were incorporated in or created under the laws of, any Forum other than the United States (including its states, territories and possessions) shall be Class Members only with respect to their purchase of United States Shares and not with respect to any Home Exchange Shares they purchased.
22. "Class Counsel" means the law firm of Bernstein Liebhard & Lifshitz, LLP.


24. "Class Representatives" means the Pennsylvania State Employees' Retirement System and the Pennsylvania Public School Employees' Retirement System.

25. "Class Representatives' Expense Award" means the amount awarded to the Class Representatives as provided for in Section XI.G of this Settlement Agreement pursuant to the Class Representatives' Expense Award Application.

26. "Class Representatives' Expense Award Application" means the application to be made by the Class Representatives pursuant to Section XI.G to compensate the Class Representatives for their reasonable costs and expenses directly relating to their representation of the Class pursuant to 15 U.S.C. § 78u-4(a)(4); provided that no part of the Class Representatives’ Expense Award Application shall seek monetary compensation or be deemed to seek monetary compensation that would be considered to be settlement relief under this Settlement Agreement.

27. "Companies" means each and all of Shell Petroleum N.V. and The Shell Transport and Trading Company Limited, and each and all of their respective parents, predecessors, successors, Affiliates, divisions, business units, joint ventures (regardless of percentage of interest), subsidiaries, and all other entities in which any of the Companies has or had a Controlling Interest, and “Companies” shall include, without
limitation, Royal Dutch Shell plc, the Royal Dutch Petroleum Company and The “Shell” Transport and Trading Company p.l.c.

28. “Complaint” means the Second Consolidated Amended Class Action Complaint” filed on or about September 19, 2005.

29. “Complete Bar Order” means that portion of the Order Approving Settlement, the text of which shall be substantially in the form as set out in paragraph 15 of Exhibit F, that the Settling Parties will ask the Court to enter and that is an essential term of this Settlement Agreement.

30. “Confidentiality Order” means the May 4, 2006 Stipulation and Amended Order Governing Confidential Information entered by the Court in this Action, including all addenda that have been or will be executed.


32. “Controlling Interest” means a direct or indirect interest held by one or more of the Companies or by a Releasee in an entity where such interest in the entity is sufficient to allow the Company or Releasee (as the case may be) directly or indirectly to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting shares, by contract, or otherwise.
33. "Court" means the United States District Court for the District of New Jersey.

34. "Davis Polk Report" means the document titled Report of Davis Polk & Wardwell to the Shell Group Audit Committee and the documents cited in such Report.

35. "Dutch Court" means the Amsterdam Court of Appeals in The Netherlands.

36. "Earnings Release" means any statement by any of the Companies announcing to the public financial or operational results for any specific time period.

37. "Equal Distribution Amount" means the amount of two million nine hundred fifty thousand USD ($2,950,000).

38. "Escrow Account" means the interest-bearing account under the joint control of the Settling Companies and Class Counsel into which the Settlement Payment and the Equal Distribution Amount shall be paid pursuant to Section III.A of this Settlement Agreement.

39. "Escrow Agent" means the escrow agent for the Escrow Agreement.

40. "Escrow Agreement" means the agreement pursuant to which the Escrow Account shall be established, which agreement shall be substantially in the form attached as Exhibit H to this Settlement Agreement.

41. "Execution Date" means the date by which this Settlement Agreement has been executed by all Settling Parties.
42. "Fairness Hearing" means the hearing at which or after which the Court will make a final decision pursuant to Fed. R. Civ. P. 23 as to whether the Settlement Agreement is fair, reasonable and adequate and, therefore, approved by the Court.

43. "Final" means, when used in connection with any court finding, declaration (including, without limitation, the Non-U.S. Settlement Binding Declaration), order, judgment or other ruling, that the relevant finding, declaration (including, without limitation, the Non-U.S. Settlement Binding Declaration), order, judgment or other ruling will be final and no longer subject to appeal, challenge, modification, dissolution or injunction:

   a. if no appeal, challenge, modification, dissolution or injunction is taken therefrom, on the date on which the time to appeal, challenge, modify, dissolve or enjoin such finding, declaration (including, without limitation, the Non-U.S. Settlement Binding Declaration), order, judgment or other ruling (including any potential extension of time) has expired, or

   b. if any appeal, challenge, modification, dissolution or injunction is taken therefrom, on the date on which all appeals, challenges, modification, dissolutions or injunctions therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for certiorari or any form of review, have been finally and irrevocably disposed of, such that the time to appeal, challenge, modify, dissolve or enjoin such finding, declaration (including, without limitation, the Non-U.S. Settlement Binding Declaration), order, judgment or other ruling (including any potential
extension of time) has expired, in a manner resulting in an affirmance of the finding, declaration (including, without limitation, the Non-U.S. Settlement Binding Declaration), order, judgment or other ruling;

provided that when Final is used in connection with the Non-U.S. Settlement Binding Declaration, it shall also mean (in addition to Sections 1.43.a and 1.43.b above) that any request for a finding, declaration, order, judgment or other ruling that has been asserted, filed or submitted in any Forum that appeals, challenges or seeks to modify, resolve or enjoin recognition of the Non-U.S. Settlement Binding Declaration, the exercise of jurisdiction by the Dutch Court over Home Exchange Purchasers and/or the enforcement of the release found in the Non-U.S. Settlement Agreement has been finally and irrevocably disposed of, and that the time to appeal, challenge, modify, dissolve or enjoin (including any potential extension of time) the finding, declaration, order, judgment or other ruling has expired and affirms recognition of the Non-U.S. Settlement Binding Declaration, the Court's exercise of jurisdiction over Home Exchange Purchasers and/or the enforceability of the release found in the Non-U.S. Settlement Agreement.

44. "Final Settlement Date" means the date on which the Judgment and the Order Approving Settlement become Final.

45. "First Supplemental Opt-Out Payment" means an amount calculated as follows with regard to the first Opt-Out Settlement:

$$(\text{Opt-Out Settlement Percentage} + \text{Aggregate Settlement Percentage} - 1) \times (\text{Settlement Amount} + \text{Increased Settlement Amount})$$
46. “Forum” means any nation, country, territory or possession of any country, monarchy, principality, region, political state, nation-state, or any other sovereign state or nation of any kind, or any state, county, city, town, village, municipality or any other legal, administrative or political jurisdiction without limitation and wherever located.

47. “Governmental Inquiry” means an inquiry or investigation conducted by a governmental entity in connection with the Reserves Recategorization.

48. “Home Exchange Purchasers” means those persons and entities who (i) purchased Home Exchange Shares and (ii) at the time of such purchase were residents or citizens of, or were incorporated in or created under the laws of any Forum other than the United States (including its states, territories and possessions).


50. “Home Exchange Shares” means RD/STT Securities that were traded on a stock market or exchange other than a United States-domiciled exchange or market during the Class Period.

51. “Increased Settlement Amount” means the amount of six million six hundred fifty-eight thousand USD ($6,658,000).

52. “Initial Administrative Payment” means the amount of one million USD ($1,000,000), which payment shall be subject to, among other things, Section XIV.D.7.
53. "Interest Rate" means interest calculated on a simple interest basis based upon the one-month LIBOR rate; provided further that, for each month during which interest is to be calculated, the rate shall be established based upon the one-month LIBOR rate on the first (1st) Business Day of such month, as published in The Wall Street Journal under the description of "Money Rates."

54. "Investment Decision" means a decision regarding an investment in RD/STT Securities, including, without limitation, a decision to hold RD/STT Securities, a decision to allow options or other rights with respect to RD/STT Securities to expire, or a decision not to exercise options with respect to RD/STT Securities.

55. "Judgment" means the judgment to be entered by the Court pursuant to the Order Approving Settlement, which shall be substantially in the form as set out in Exhibit G.

56. "KPMG" means KPMG NV.

57. "Net Cash Settlement Amount" means the balance remaining in the Cash Settlement Account (including any interest that has accrued) after the payments (e.g., for fees and expenses) described in Section IV.B.1 below are made from the Cash Settlement Account.

58. "Nominees" means brokerage firms, banks and other institutions that hold RD/STT Securities in street name or other similar fashion for the benefit of another.

59. "Non-U.S. Settlement Agreement" means the April 11, 2007 settlement agreement (as amended on February 27, 2008) executed by the Settling
Companies and certain other parties and submitted to the Dutch Court for approval (Case Number: 106010887) pursuant to the June 23, 2005 Dutch law, “Wet collectieve afwikkeling massaschade.”

60. “Non-U.S. Settlement Amount” means the amount of three hundred forty million one hundred thousand USD ($340,100,000).

61. “Non-U.S. Settlement Binding Declaration” means an order by the Dutch Court declaring and finding the Non-U.S. Settlement Agreement binding upon Home Exchange Purchasers.

62. “Notice” means the notice described in Section V.A of this Settlement Agreement, which shall be substantially in the form as set out in Exhibit B.

63. “Opt-Out Litigation” means an action brought against the Settling Companies in any United States federal court or state court by an Opt-Out Purchaser where the claims made by such Opt-Out Purchaser are based upon Released Claims.

64. “Opt-Out Purchaser” means a person or entity who would have been a Class Member if she, he or it had not requested exclusion from the Class pursuant to Section VIII below.


66. “Opt-Out Settlement” means a settlement (if any) of an Opt-Out Litigation that is executed between the Settling Companies and an Opt-Out Purchaser.
67. "Opt-Out Settlement Percentage" means the percentage calculated as follows:

\[
\text{Opt-Out Settlement Relief} \div \text{Opt-Out Purchaser's Recognized Claim}
\]

68. "Opt-Out Settlement Relief" means the amount of settlement relief agreed to be paid to an Opt-Out Purchaser in an Opt-Out Settlement.

69. "Order Approving Settlement" means the Court's order approving the settlement and this Settlement Agreement, which shall be substantially in the form as set out in Exhibit F.


71. "Preliminary Approval Date" means the date on which the Preliminary Approval Order is entered by the Court.

72. "Preliminary Approval Hearing" means the hearing (if scheduled by the Court) at or after which the Court will consider whether preliminarily to approve this Settlement Agreement.

73. "Preliminary Approval Order" means the order to be entered by the Court concerning, among other things, notice, administration and the scheduling of the Fairness Hearing, which shall be substantially in the form as set out in Exhibit A.

74. "PwC" means PricewaterhouseCoopers LLP.

75. "Qualified Settlement Fund" means a fund within the meaning of Treasury Regulations § 1.468B-1.
76. "RD" means the Royal Dutch Petroleum Company (a/k/a N.V. Koninklijke Nederlandsche Petroleum Maatschappij), which was merged into Shell Petroleum N.V. in December 2005.

77. "RD Home Exchange Share Percentage" means the percentage calculated as follows:

\[
\text{Claim Form RD Home Exchange Shares} \div \text{Total RD Home Exchange Shares}
\]

78. "RD Securities" means stock or stock equivalents issued by RD, RD call options (or like instruments) or RD put options (or like instruments) that were publicly traded on a stock exchange or market.

79. "RD/STT Securities" means stock or stock equivalents (including American Depository Receipts) issued by RD or STT, RD or STT call options (or like instruments), or RD or STT put options (or like instruments).

80. "Recognized Claim" shall have the same meaning as attributed to it in the Settlement Distribution Plan.

81. "Release" means the release and waiver set forth in Section X.A of this Settlement Agreement.

82. "Released Claims" means each and every Claim or Unknown Claim, whether arising under federal, state or foreign statutory or common law or rule, that has been, could have been, or could be asserted against any of the Releasees (a) in the Action or (b) in any other court, tribunal or other forum of competent jurisdiction arising out of or related, directly or indirectly, to the purchase, sale, exchange, acquisition, disposal, transfer or any other Investment Decision involving RD/STT
Securities during the Class Period. Without limiting the generality of the foregoing, the term Released Claims includes, without limitation, any Claims or Unknown Claims arising during the Class Period and arising out of or relating to:

a. any or all of the acts, failures to act, omissions, misrepresentations, facts, events, matters, transactions, statements, occurrences, or oral or written statements or representations that have been, could have been or could be directly or indirectly alleged, embraced, complained of, asserted, described, set forth or otherwise referred to in the Action;

b. the contents of any SEC Filing during the Class Period by any of the Releasees relating to RD/STT Securities, or to one or more of the Companies;

c. any forward-looking statement regarding RD/STT Securities, or one or more of the Companies made during the Class Period;

d. the contents of any SEC Filing or any publication, dissemination, adjustment, revision or restatement of financial information, including, without limitation, the categorization or recategorization of any hydrocarbon resources, relating to the Class Period;

e. any disclosure, representation or statement of any sort (oral or written) made by any of the Releasees during the Class Period to any person or entity, or to the public at large regarding, without limitation, RD/STT's business, its financial condition, its operational results, its hydrocarbon reserves, its hydrocarbon reserves replacement ratio, the classification of any of its hydrocarbon resources, its production of hydrocarbon resources and/or its financial or operational prospects, including, without
limitation, any press releases and/or press reports, earnings calls, memoranda (whether internally or externally circulated), and presentations to analysts, creditors, rating agencies, banks or other lenders, investment bankers, broker dealers, investment advisors, investment companies, bond holders, employees of one or more of the Companies, potential and actual vendors or customers, potential investors and/or shareholders;

f. any internal and/or external accounting memoranda, reports or opinions prepared by one or more of the Companies or any of the Releasees during, or that relate in any way to, the Class Period, including, without limitation, any such memoranda, reports or opinions with respect to the Companies' categorization of its hydrocarbon resources;

g. the recordkeeping of one or more of the Companies during, or that relates in any way to, the Class Period with respect to the hydrocarbon resources of the Companies;

h. any financial statement, audited or unaudited, and any report or opinion on any financial statement relating to one or more of the Companies that was prepared or issued by one or more of the Companies or any of the Releasees during, or that relates in any way to, the Class Period, or on which any Class Member allegedly or actually relied during the Class Period in purchasing, selling, exchanging, acquiring, disposing of, transferring, or making any other Investment Decision involving, RD/STT Securities;

i. any statements or omissions by any of the Releasees as to quarterly or annual results of one or more of the Companies during the Class Period,
including, without limitation, statements or omissions in connection with Earnings Releases or during calls and/or meetings with one or more analysts or investors regarding the Companies’ hydrocarbon resources;

j. any internal accounting controls or internal audits of one or more of the Companies during, or that relate in any way to, the Class Period, including, without limitation, any internal audits relating to the categorization of hydrocarbon resources;

k. any purchases, sales, exchanges, acquisitions, disposals, retentions, transfers or other trading (including, without limitation, collar and hedge transactions) or any other Investment Decision involving RD/STT Securities, any profits made or losses avoided in connection with a transaction involving RD/STT Securities during the Class Period by any of the Releasees, or any acts taken by Releasees to finance or pay for any such transactions, including, but not limited to, any personal profit, remuneration or advantage received by a Releasee in connection with a transaction involving RD/STT Securities to which he, she or it was allegedly not legally entitled;

l. any of the accounting practices or procedures used by one or more of the Companies, including any disclosure and disclosure obligations relating thereto, during the Class Period, including, but not limited to, adoption, use and/or application of any accounting principles or standards, or guidelines used to categorize hydrocarbon resources;

m. any statements or omissions by any of the Releasees in connection with a Company’s acquisition of any entity during the Class Period;
n. the integration of one or more of the Companies, or any of the divisions or business units of a Company, and any of the entities that were acquired by a Company during the Class Period;

o. any or all Claims against an individual Releasee that are based upon or arise out of the Releasee’s (i) status as a director, officer or employee of, or investor in, one or more of the Companies or (ii) acts or omissions in his or her capacity as a director, officer or employee of, or investor in, one or more of the Companies;

p. the relationship and any transactions, actual or contemplated, between or among the Companies and any of their parents, predecessors, successors, Affiliates, divisions, business units, subsidiaries and entities in which one or more of the Companies has a controlling interest; and

q. any or all other Claims or other matters relating in any way to the finances, disclosures, financial condition, accounting practices, hydrocarbon resources or categorization or recategorization of hydrocarbon resources in connection with one or more of the Companies, or Releasees’ disclosures to or communications with other parties, including, without limitation, the public and all lenders, creditors, shareholders and other persons engaged in financial transactions with one or more of the Companies.

83. "Releasee" means each and every one of, and "Releasees" means all of, the Companies, and each of their respective past and present directors, officers, employees, members, partners, principals, agents, attorneys (including in-house and
outside counsel, advisors, representatives, auditors (including any and all internal and
external auditors (including, but not limited to, the Auditors)), accountants, consultants,
service providers, successors in interest, assigns and insurance carriers and, respecting
Releasees who are persons, their respective estates, heirs, executors, agents, attorneys,
beneficiaries, accountants, trusts, trustees, administrators and assigns.

84. “Reserves Recategorization” means the recategorization and/or
restatement of oil and gas resources or reserves effected by RD and STT, including, but
not limited to, recategorizations, restatements and/or related matters announced on

85. “Royal Dutch Shell plc” means the parent company that was
created as of July 20, 2005 from the unification of RD and STT.

86. “SEC Filing” means any written statement filed with or submitted
to the Securities and Exchange Commission.

87. “Settlement Agreement” means this Stipulation of Settlement and
any accompanying Exhibits, including any subsequent amendments thereto and any
Exhibits to such amendments.

88. “Settlement Amount” means the amount of seventy-nine million
nine hundred thousand USD ($79,900,000).
89. “Settlement Distribution Plan” means the plan by which the Net Cash Settlement Amount will be distributed to Class Members, which plan shall be substantially in the form as set out in Exhibit J.

90. “Settlement Payment” means the amount calculated pursuant to Section III.A.1 of this Settlement Agreement.


92. “Settling Companies’ Counsel” means the law firms of Dewey & LeBoeuf LLP, Debevoise & Plimpton LLP and Robertson, Freilich, Bruno & Cohen, LLC.

93. “Settling Companies’ Lead Counsel” means the law firm of Dewey & LeBoeuf LLP.

94. “Settling Party” means each and every one of, and “Settling Parties” means all of, the Settling Companies and the Class Representatives.

95. “Settling Parties’ Claims” means, subject to Section X.A.1.b below, each and every Claim or Unknown Claim, whether arising under any federal law, state law, foreign law, common law doctrine, rule, regulation or otherwise, that has been or could have been asserted in the Action or in any Forum by any Settling Party, or the successors and assigns of any Settling Party, against the Class Representatives, Class Counsel, the Settling Companies, Settling Companies’ Counsel or the Escrow Agent that arises out of or relates to the institution, prosecution, defense or settlement of this Action.
96. "Shell Petroleum N.V." means the company into which the Royal Dutch Petroleum Company was merged as of December 2005.

97. "Stipulation of Confidentiality" means the Stipulation and Order of Confidentiality, in a form approved by the Court, to which a Class Member (or his, her or its attorney) who wishes to have access to the discovery materials in the Action must agree before he, she or it is provided access to such materials.


99. "STT Home Exchange Share Percentage" means the percentage calculated as follows:

\[
\text{Claim Form STT Home Exchange Shares} \div \text{Total STT Home Exchange Shares}
\]

100. "STT Securities" means stock or stock equivalents issued by STT (including, but not limited to, American Depository Receipts), STT call options (or like instruments) or STT put options (or like instruments) that were publicly traded on a stock exchange or market.

101. "STT United States Shares" means STT Securities that were registered on a United States exchange or market during the Class Period.

102. "Subsequent Supplemental Opt-Out Payment" means an amount calculated as follows for each Opt-Out Settlement after the first:

\[
((\text{Opt-Out Settlement Percentage} \div \text{Aggregate Settlement Percentage} - 1) \times (\text{Settlement Amount} + \text{Increased Settlement Amount})) - \text{Aggregated Supplemental Opt-Out Payments}
\]
103. "Summary Notice" means the notice described in Section V.B of this Settlement Agreement, which shall be substantially in the form as set out in Exhibit C.

104. "Supplemental Home Exchange Settlement Amount" means the additional settlement amount (if any) to be paid subject to Section III.C of this Settlement Agreement, which amount shall be calculated (subject to the provisos in Section III.C.1 of this Settlement Agreement) as follows:

\[ ((\text{Home Exchange Share Percentage} \div 3\%) - 1) \times 10,500,000 \]

105. "Supplemental Opt-Out Settlement Amount" means the additional settlement amount (if any) calculated pursuant to Section III.B of this Settlement Agreement.

106. "Supplemental Upside Protection Amount" means the additional settlement amount (if any) that will be paid pursuant to Section III.E of this Settlement Agreement, which amount shall be calculated as follows:

\[ (\text{Additional Non-U.S. Settlement Amount} - \text{Non-U.S. Settlement Amount}) \times (\text{Settlement Amount} + \text{Increased Settlement Amount}) \]

107. "Tax Expenses" means (i) all taxes (if any) on the income earned on any monies in the Cash Settlement Account (if any) and (ii) expenses and costs incurred in connection with the taxation of the income earned on any monies in the Cash Settlement Account (including, without limitation, costs incurred in retaining tax attorneys and accountants).
108. "Termination Date" means the date on which an eligible Settling Party provides notice that it is exercising a right to terminate this Settlement Agreement under a provision of Section XIV of this Settlement Agreement.


110. "Total RD Home Exchange Shares" means an amount calculated as follows: 4,108,900,000 x 85%.

111. "Total STT Home Exchange Shares" means an amount calculated as follows: 34,717,400,000 x 85%.

112. "United States Shares" means RD/STT Securities that were traded on a United States exchange or market during the Class Period.

113. "Unknown Claim" means any Claim that any Class Member does not know or suspect to exist in his, her or its favor at any time on or before the date that such Class Member's Release becomes effective, and that, if known by him, her or it, might have affected his, her or its settlement with any of the Releasees or might have affected his, her or its decision not to request exclusion from the Class or not to object to this Settlement Agreement.

B. Capitalized terms used in this Settlement Agreement, but not defined above, shall have the meaning ascribed to them elsewhere in this Settlement Agreement.
II. BACKGROUND AND INTRODUCTION

A. Procedural History of this Action

1. On January 9, 2004, the Companies announced a recategorization of certain of their oil and gas reserves. Soon after this announcement, fourteen putative class actions were filed in the Court and assigned to Chief Judge John W. Bissell.

2. In a June 20, 2004 order and accompanying opinion, the Court (i) consolidated the putative class actions into the Action, (ii) appointed the Pennsylvania State Employees' Retirement System and the Pennsylvania Public School Employees' Retirement System as lead plaintiffs and (iii) appointed the law firm of Bernstein Liebhard & Lifshitz, LLP as lead counsel.


5. The Court's decision resulted in a dismissal with prejudice of certain of the named individuals and one of the auditor defendants (another was ultimately dismissed in a subsequent decision of the Court) and the dismissal of claims based upon Section 14(a) of the Securities Exchange Act of 1934. The Court denied defendants' Rule 12(b)(1) motions to dismiss for lack of subject matter jurisdiction,
finding that lead plaintiffs had met the burden of demonstrating subject matter jurisdiction that is applicable at the pleading stage.

6. Upon Judge Bissell's retirement in late 2005, the Action was assigned to the Judge Joel A. Pisano.

7. In January 2006, the Court entered a joint scheduling order that, among other things, contemplated the possibility of a three-week evidentiary hearing to address "all issues related to plaintiffs' motion for class certification."

8. Pursuant to a motion filed by the Settling Companies, the Court held a telephonic hearing on April 12, 2006 regarding the scope of the proposed class certification hearing. In the April 12, 2006 hearing, the Court expressed its wish to make as many rulings as possible on overlapping issues during the evidentiary hearing and granted the Settling Companies' motion with respect to the scope of the hearing.

9. In a May 23, 2006 amended joint scheduling order, the Court scheduled the evidentiary hearing to begin on May 29, 2007. As set out in the scheduling order, the hearing was scheduled to proceed in three sequential phases: (i) a bench trial on whether Home Exchange Purchasers satisfy the conduct test — i.e., whether the Settling Companies engaged in adequate conduct in the United States in connection with the claims made in the Action — for purposes of the Court exercising its jurisdiction over the claims of such purchasers, (ii) an evidentiary hearing on the Settling Companies' proposed summary judgment motions concerning causation, damages and scienter issues and (iii) an evidentiary hearing on plaintiffs' motion for class certification. As more fully
described in Section II.C below, in preparation for the evidentiary hearing, the parties engaged in very substantial discovery focusing on the conduct test issues.

10. On April 11, 2007, the Settling Companies advised the Class Representatives (through Class Counsel) and the Court that they had entered into the Non-U.S. Settlement Agreement, resolving all asserted and unasserted claims of Home Exchange Purchasers. They also advised the Court that the Non-U.S. Settlement Agreement would be automatically terminated if the Court determined that it had jurisdiction to consider the claims of the Home Exchange Purchasers and certified a class that included such purchasers.

11. The Class Representatives filed a motion seeking to enjoin the Settling Companies from proceeding with the Non-U.S. Settlement Agreement and the Settling Companies moved to sever and dismiss the claims of Home Exchange Purchasers.

12. In a second amended joint scheduling order entered by the Court on May 2, 2007, the Court set a briefing schedule for these motions and continued the date of the evidentiary hearing until June 18, 2007.

13. Subsequent to the entry of the May 2 scheduling order, the Settling Parties met in mediation with retired United States District Judge Nicholas H. Politan (as more fully described in Section II.B.2 below). As a result, the Settling Parties agreed to, among other things, continue the June 18, 2007 bench trial and jointly propose to the Court that Judge Politan be appointed a Special Master under Fed. R. Civ. P. 53 to
consider and review the extensive evidentiary record on the conduct test issues and report to the Court on his findings and recommendations.

14. The Court appointed Judge Politan Special Master in a May 24, 2007 order.

15. Based on the extensive record presented by the Settling Parties to the Special Master – described by him as “perhaps the most complete work record that [he] ever had before [him] in the 15 years . . . spent on the bench and the five years afterward doing mediation” – the Special Master issued a report and recommendation on September 18, 2007, in which he recommended (at 39) that the Court “conclude that it lacks subject matter jurisdiction over the Non-U.S. Purchasers and must exclude them from the Class because the federal securities laws do not apply to their claims.”

16. The Court adopted the Special Master’s recommendations and entered an order (which became final on January 7, 2008) dismissing the claims of Home Exchange Purchasers from the Action.

17. On January 14, 2008, the Court issued an order approving the payment of $27 million to Class Counsel by or on behalf of the Settling Companies. This payment recognized (see order at 1) that the Class Representatives’ and Class Counsel’s efforts “in vigorously pursuing through litigation the [Home Exchange Purchasers’] claims for more than three years, in satisfaction of their fiduciary obligations to the proposed class, were a substantial factor in Shell’s decision” to enter into the Non-U.S. Settlement Agreement, which agreement will confer a significant benefit upon Home Exchange Purchasers.
18. On February 4, 2008, the Court issued an order dismissing the remaining individual defendants from the Action with prejudice.

19. On March 6, 2008, the Settling Parties advised the Court that they had entered into an agreement in principle to resolve all remaining claims in the Action.

B. Settlement Discussions

1. The Settling Parties engaged in initial mediation sessions under the auspices of Judge Politan over the course of two days in July 2006 and two days in November 2006. Neither of these sessions resulted in any agreements among the Settling Parties to resolve any of the claims.

2. After the Settling Companies announced their execution of the Non-U.S. Settlement Agreement, the Court urged the Settling Parties to consider whether they could resolve the remaining claims. As a consequence, the Settling Companies and the Class Representatives (individually and collectively and through their counsel) met by telephone and in person in mediation sessions with Judge Politan over the course of one and a half weeks starting on April 23, 2007, and in a full-day, in-person mediation session with Judge Politan on May 9, 2007. Also present at the May 9 meeting were representatives of (i) the special purpose Dutch foundation that was formed in connection with, and is a party to, the Non-U.S. Settlement Agreement and (ii) the Vereniging van Effectenbezitters, a Dutch shareholder advocacy group.

3. As a result of the April 2007 and May 2007 mediation sessions, the Settling Parties agreed, as set out in Section II.A.14 above, to propose that Judge Politan be appointed as Special Master.
4. After the Court adopted the Special Master's recommendation and dismissed the claims of Home Exchange Purchasers — and after engaging (as discussed in more detail below) in extensive depositions of current and former officials of the Settling Companies focused solely on the merits starting in September 2007 and continuing through the end of February 2008 — the Settling Parties met with Judge Politan for two days of in-person mediation sessions on March 3 and 4, 2008.

5. As a result of the March 2008 sessions, the Settling Parties reached an agreement in principle to settle all remaining claims in the Action.

6. Throughout March and April 2008, the Settling Parties drafted and negotiated this Settlement Agreement (including the documents necessary to implement the Settlement Agreement, which are exhibits to it).

C. Discovery

1. Extensive discovery was undertaken in this Action pursuant to the Confidentiality Order.

2. In total, over 1,500,000 pages of paper documents and over 474,000 electronic documents (including e-mails, e-mail attachments and stand-alone documents stored in electronic format) were produced to Lead Plaintiffs.

3. In addition, over 70 factual depositions and over 10 expert depositions were conducted — including the Settling Companies' most senior executives who were involved in issues relating to the recategorization of certain oil and gas reserves.
4. In addition, Class Counsel had access to the transcripts of testimony provided by current and former officers, directors and employees of the Settling Companies to the Securities and Exchange Commission.

D. Settlement Considerations

1. Based upon their discovery, investigation and evaluation of the facts and law relating to the claims alleged in the Complaint, Class Representatives and Class Counsel have agreed to settle the Action and release the Releasees pursuant to the terms of this Settlement Agreement after considering, among other things: (i) the substantial benefits to Class Members under the terms of this Settlement Agreement; (ii) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; (iii) the desirability of consummating this Settlement Agreement promptly in order to provide relief to Class Members as soon as possible; and (iv) the Class Representatives’ and Class Counsel’s belief that the settlement is fair, reasonable and adequate, and in the best interests of Class Members.

2. The Settling Companies expressly deny the wrongdoing alleged in the Complaint (as well as that alleged in any of the complaints in the putative class actions that have been consolidated into this Action) and do not concede any wrongdoing or liability in connection with any facts or claims that have been or could have been alleged against them in the Action, but nevertheless consider it desirable for the Action to be settled and dismissed because the proposed settlement will, among other things: (i) bring to an end the substantial expense, burdens and uncertainties associated with
continued litigation of the claims made in the Complaint; (ii) finally put to rest those claims and the underlying matters; and (iii) confer substantial benefits upon Class Members and Releasees including, without limitation, the avoidance of further expense and disruption due to the pendency and defense of the Action. None of this Settlement Agreement, the offer of this Settlement Agreement or compliance with this Settlement Agreement shall constitute or be construed to be an admission by the Releasees, or any of them individually, of any wrongdoing or liability.

3. The Class Representatives expressly assert their belief that the claims alleged in the Complaint (as well as those alleged in any of the complaints in the putative class actions that have been consolidated into this Action) have merit and that the evidence developed to date support the claims. The Class Representatives consider it desirable for the Action to be settled and dismissed because the proposed settlement will, among other things: (i) bring to an end the substantial expense, burdens and uncertainties associated with continued litigation of the claims alleged in the Complaint; (ii) finally put to rest those claims and the underlying matters; and (iii) confer substantial benefits upon the Class.

4. Except as provided in Section XV.L, this Settlement Agreement shall not be admissible in any judicial, administrative or other proceeding or cause of action as an admission of liability or for any purpose other than to enforce the terms of this Settlement Agreement.
III. TERMS AND CONDITIONS OF THE SETTLEMENT

A. Settlement Amount, Increased Settlement Amount and Equal Distribution Amount

1. Within twenty (20) days following the Approval Date, the Settling Companies shall pay or cause to be paid by wire transfer to the Escrow Account the Settlement Payment, which amount shall equal the Settlement Amount and the Increased Settlement Amount, plus interest on the Settlement Amount and the Increased Settlement Amount calculated at the Interest Rate for the period starting April 1, 2008 until such date as the Settlement Amount and Increased Settlement Amount are paid into the Escrow Account.

2. Within twenty (20) days following the Approval Date, the Settling Companies shall pay or cause to be paid by wire transfer to the Escrow Account the Equal Distribution Amount.

3. As further provided by the Escrow Agreement, the Settling Companies and Class Counsel shall instruct the Escrow Agent to wire transfer to the Cash Settlement Account all monies in the Escrow Account (including any interest earned on such monies while held in the Escrow Account) within twenty (20) days following the Final Settlement Date. Upon transfer of the monies in the Escrow Account to the Cash Settlement Account, the Settling Companies shall have no control over the monies in the Cash Settlement Account.
DECLARATION OF JEFFREY M. HABER IN SUPPORT OF PROPOSED CLASS REPRESENTATIVES' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT AND CLASS CERTIFICATION

EXHIBIT 1

PART 2
B. **Supplemental Opt-Out Settlement Amount(s)**

1. If one or more Opt-Out Settlements are executed within one thousand ninety-five (1,095) days following the Execution Date and the Opt-Out Settlement Percentage attributable to the Opt-Out Purchaser in any such Opt-Out Settlement is in excess of the Aggregate Settlement Percentage, the Settling Companies shall pay or cause to be paid a Supplemental Opt-Out Settlement Amount as follows:
   
   a. For the first such Opt-Out Settlement that is executed, an amount equal to the First Supplemental Opt-Out Payment.

   b. For each subsequent Opt-Out Settlement that is executed, an amount that is equal to the Subsequent Supplemental Opt-Out Payment calculated for the subsequent Opt-Out Settlement; *provided however*, that no Subsequent Supplemental Opt-Out Payment shall be due if the amount that is calculated under Section I.A.102 of this Settlement Agreement results in a negative number.

2. If the relevant Opt-Out Settlement is executed prior to the Final Settlement Date, the Settling Companies shall pay or cause to be paid into the Cash Settlement Account any Supplemental Opt-Out Settlement Amount due under Section III.B.1 of this Settlement Agreement at the same time as the payments required by Section III.A.1 are made.

3. If the relevant Opt-Out Settlement is executed after the Final Settlement Date, the Settling Companies shall pay or cause to be paid into the Cash Settlement Account any Supplemental Opt-Out Settlement Amount due under Section
III.B.1 of this Settlement Agreement within twenty (20) Business days following execution of such Opt-Out Settlement.

4. If (i) no Opt-Out Settlements are executed within one thousand ninety-five (1,095) days following the Execution Date or (ii) there is no Opt-Out Settlement executed in which the Opt-Out Settlement Percentage attributable to the Opt-Out Purchaser is in excess of the Aggregate Settlement Percentage, no Supplement Opt-Out Settlement Amount(s) shall be due under this Settlement Agreement.

5. Notwithstanding anything in this Section III.B, in no event shall the Settling Companies be required to pay more than an aggregate total of fifty million USD ($50,000,000) in Supplemental Opt-Out Settlement Amount(s).

C. Supplemental Home Exchange Settlement Amount

1. If the Home Exchange Share Percentage is greater than 3%, the Settling Companies shall pay or cause to be paid into the Cash Settlement Account an amount equal to the Supplemental Home Exchange Settlement Amount; provided however, that the Supplemental Home Exchange Settlement Amount shall be paid only if the Court finds that (under the circumstances described in this Section III.C.1) payment of a Supplemental Home Exchange Settlement Amount is necessary to correct a disproportionate receipt of settlement relief by Home Exchange Purchasers under the Non-U.S. Settlement Agreement; provided further that in no event shall the Settling Companies be required to pay more than ten million five hundred thousand USD ($10,500,000) under this Section III.C.1.
2. Any amount due under Section III.C.1 of this Settlement Agreement shall be paid within twenty (20) Business Days following calculation of the Home Exchange Share Percentage.

3. If (i) the Home Exchange Share Percentage is 3% or less or (ii) the Court does not enter a finding that a Supplemental Home Exchange Settlement Amount is necessary under the circumstances described in Section III.C.1 to correct a disproportionate receipt of settlement relief by Home Exchange Purchasers under the Non-U.S. Settlement Agreement, no Supplemental Home Exchange Settlement Amount shall be due under Section III.C.1 of this Settlement Agreement.

D. Supplemental Non-U.S. Settlement Amount(s)

1. At the time the Settling Companies pay or cause to be paid the Non-U.S. Settlement Amount pursuant to the terms of the Non-U.S. Settlement Agreement, the Settling Companies shall also pay or cause to be paid, pursuant to the payment terms set out in Section I.A.1 of the Non-U.S. Settlement Agreement, an additional payment under the Non-U.S. Settlement Agreement in an amount equal to the interest on the Non-U.S. Settlement Amount calculated at the Interest Rate for the period starting April 1, 2008 until such date as the Non-U.S. Settlement Amount is paid under Section I.A.1 of the Non-U.S. Settlement Agreement.

2. Consistent with the Settling Companies' agreement to pay the Increased Settlement Amount, the Settling Companies shall pay or cause to be paid, consistent with the payment terms set out in Section I.A.1 of the Non-U.S. Settlement Agreement, an additional payment in the Non-U.S. Settlement Agreement as calculated
under Section I.B.1 of the Non-U.S. Settlement Agreement plus interest on the amount so calculated at the Interest Rate for the period starting April 1, 2008 until such date as the Non-U.S. Settlement Amount is paid under Section I.A.1 of the Non-U.S. Settlement Agreement.

E. Supplemental Upside Protection Amount

1. If, within one thousand ninety-five (1,095) days following the Execution Date, the Settling Companies agree to pay or cause to be paid an Additional Non-U.S. Settlement Amount and the Dutch Court subsequently issues a Non-U.S. Settlement Binding Declaration, the Settling Companies shall pay or cause to be paid the Supplemental Upside Protection Amount; provided however, that the Supplemental Upside Protection Amount shall be paid only if the Court finds that (under the circumstances described in this Section III.E.1) payment of a Supplemental Upside Protection Amount is necessary to correct a disproportionate receipt of settlement relief by Home Exchange Purchasers under the Non-U.S. Settlement Agreement.

2. If a Supplemental Upside Protection Amount becomes due prior to the Final Settlement Date, the Settling Companies shall pay or cause to be paid into the Cash Settlement Account the Supplemental Upside Protection Amount due under Section III.E.1 of this Settlement Agreement at the same time as the payments required by Section III.A.1 are made.

3. If a Supplemental Upside Protection Amount becomes due after the Final Settlement Date, the Settling Companies shall pay or cause to be paid into the Cash Settlement Account the Supplemental Upside Protection Amount due under Section
III.E.1 of this Settlement Agreement within twenty (20) Business Days following the date on which it is determined that a Supplemental Upside Protection Amount is due under Section III.E.1.

4. If (i) the Settling Companies do not agree to pay or cause to be paid an Additional Non-U.S. Settlement Amount within one thousand ninety-five (1,095) days following the Execution Date, (ii) the Court does not enter a finding that a Supplemental Upside Protection Amount is necessary under the circumstances described in Section III.E.1 to correct a disproportionate receipt of settlement relief by Home Exchange Purchasers under the Non-U.S. Settlement Agreement or (iii) the Dutch Court does not issue a Non-U.S. Settlement Binding Declaration, no Supplemental Upside Protection Amount shall be due under this Settlement Agreement.

F. Administrative Expenses

1. Consistent with Section I.A.52 above and subject to Section XIV.D.7 below, within fifteen (15) Business Days following appointment of the Administrator by the Court, the Settling Companies shall advance or cause to be advanced to the Administrator the Initial Administrative Payment to be used by the Administrator to implement this Settlement Agreement.

2. Subject to Section XIV.D.7 below, within forty-five (45) days following receipt of any invoice from the Administrator for Administrative Expenses in excess of the Initial Administrative Payment, the Settling Companies shall pay or cause to be paid such Administrative Expenses; provided however, that, respecting all Administrative Expenses for which reimbursement is sought under this Section III.F.2,
prior to undertaking any task or tasks that in the aggregate will result in Administrative Expenses in excess of three hundred thousand USD ($300,000) in any thirty-day (30-day) period, the Administrator shall use its best efforts to notify the Settling Companies (or their designees) of the amount of Administrative Expenses that will be incurred in connection with such task(s) and to obtain the approval of the Settling Companies (or their designees) to undertake such task(s), which approval shall not be unreasonably withheld; provided that if the Settling Companies and the Administrator cannot agree with respect to the Administrator's undertaking any such task(s), they shall submit the issue to the Court, whose decision shall be binding and unreviewable.

G. **Attorneys' Fees and Expenses Award**

1. Subject to the terms and conditions set out in Section XI of this Settlement Agreement (including, without limitation, the repayment provision), the Settling Companies shall pay or cause to be paid to Class Counsel the Attorneys' Fees and Expenses Award within twenty (20) days following the later of (i) the Approval Date and (ii) the date on which the order by the Court setting out the Attorneys' Fees and Expenses Award is entered; provided that the Settling Companies' payment of the Attorneys' Fees and Expenses Award shall be separate and apart from the payments set out in Sections III.A through III.F above.

H. **Class Representatives' Expense Award**

1. Subject to the terms set out in Section XI (including the proviso of Section XI.G), the Settling Companies shall pay or cause to be paid to the Class Representatives the Class Representatives' Expense Award within twenty (20) days
following the later of (i) the Final Settlement Date and (ii) the date on which the order by
the Court setting out the Class Representatives' Expense Award is entered; provided that
the Settling Companies' payment of the Class Representatives' Expense Award shall be
separate and apart from the payments set out in Section III.A through III.F above.

IV. DISTRIBUTION OF SETTLEMENT RELIEF

A. The Cash Settlement Account

1. The funds in the Cash Settlement Account shall not be distributed except in accordance with this Settlement Agreement or by order of the Court.

2. All necessary steps to enable the Escrow Account and Cash Settlement Account to be Qualified Settlement Funds shall be taken, including the timely filing by Class Counsel and/or their agent of all elections and statements required pursuant to Treas. Reg. §§ 1.468B-0 through 1.468B-5, or any other relevant statutes, regulations or published rulings now or hereafter enacted or promulgated, for all taxable years in which the Escrow Account and the Cash Settlement Account are in existence, beginning with the date of their establishment. Class Counsel and/or their designee or agent shall be the "administrator" of the Qualified Settlement Funds for purposes of the taxation of the Escrow Account and the Cash Settlement Account under Treas. Reg. §§ 1468B-0 through 1.468B-5. Class Counsel and/or their agent, on behalf of the Escrow Account and the Cash Settlement Account, shall file or cause to be filed on a timely basis all required federal, state and local tax returns and shall pay taxes in a manner consistent with treatment of the Escrow Account and the Cash Settlement Account as a Qualified Settlement Fund, as provided in Treas. Reg. §§ 1.468B-0 through 1.468B-5. The Settling
Parties agree that the Escrow Account and the Cash Settlement Account shall be treated as Qualified Settlement Funds from the earliest date possible and that they agree and elect to treat the Escrow Account and the Cash Settlement Account as Qualified Settlement Funds from the earliest date possible. The Settling Companies agree to provide promptly the statement described in Treasury Regulation § 1.468B-3(e). Except as provided in this Settlement Agreement, in no event shall the Settling Companies have any responsibility whatsoever for filing other required statements, or tax returns, or for paying the costs associated therewith or the payment of any taxes due in connection with either the Escrow Account or the Cash Settlement Account.

3. Upon request by Settling Companies' Lead Counsel, Class Counsel shall promptly provide to Settling Companies' Lead Counsel all information requested in connection with any tax returns a Releasee must file or with any other report or filing a Settling Company or Releasee must make with respect to the Cash Settlement Account.

B. **The Net Cash Settlement Amount**

1. All Tax Expenses (if any) shall be paid out of the Cash Settlement Account.

2. The balance of the monies remaining in the Cash Settlement Account after the expenses described in Section IV.B.1 above are paid shall constitute the Net Cash Settlement Amount and shall be distributed pursuant to Section IV.C below.
C. Settlement Distribution Plan

1. The Net Cash Settlement Amount shall be distributed pursuant to the Settlement Distribution Plan.

2. No person or entity shall have any claim against the Class Representatives, Class Counsel, the Administrator, the Settling Companies, Settling Companies' Counsel, any Releasee, or any agent of any of the foregoing with respect to or arising out of any distributions or lack thereof made under the Settlement Distribution Plan, this Settlement Agreement or orders of the Court.

3. It is understood and agreed to by the Settling Parties that, notwithstanding any other provision of this Settlement Agreement, the proposed Settlement Distribution Plan is not a part of this Settlement Agreement, and no order or proceedings relating to the Settlement Distribution Plan shall operate to modify, terminate or cancel this Settlement Agreement or affect the finality of the Judgment or any other orders entered by the Court giving effect to or pursuant to this Settlement Agreement.

4. Releasees and/or their respective counsel, including, but not limited to, Settling Companies’ Counsel, shall have no role in, responsibility for, or liability with respect to the Settlement Distribution Plan, the form, substance, method or manner of allocation, administration, or distribution of the Net Cash Settlement Amount, any tax liability that a Class Member may incur as a result of this Settlement Agreement, or as a result of any action taken pursuant to this Settlement Agreement, the administration or distribution of the Net Cash Settlement Amount, or (except as expressly
set out in Section IV.A.2 above) the maintenance of the Cash Settlement Account as a Qualified Settlement Fund.

5. Class Members shall look solely to the Net Cash Settlement Amount for settlement and satisfaction of all Released Claims. Except as expressly provided by this Settlement Agreement, under no circumstances will any of the Settling Parties or any Releasee be responsible for the payment of any fees, costs, expenses or other funds associated with or arising out of the settlement contemplated by this Settlement Agreement. Except as expressly provided by this Settlement Agreement, the Settlement Distribution Plan or order of the Court, no Class Member shall have any interest in the Net Cash Settlement Amount or any portion of the Net Cash Settlement Amount.

6. The Net Cash Settlement Amount shall be distributed to Authorized Claimants by the Administrator after application to the Court by Class Counsel. Class Counsel shall make such an application only after the Final Settlement Date and after (i) all claims have been processed and all Class Members whose claims have been rejected or disallowed, in whole or in part, have been noticed and provided the opportunity to be heard concerning such rejection or disallowance and (ii) all costs of maintaining the Cash Settlement Account through the initial distribution have been paid.

7. If any monies remain in the Cash Settlement Account by reason of uncashed checks or otherwise, then, after the Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Cash Settlement Amount cash their distribution checks, any balance remaining
in the Cash Settlement Account after the initial distribution of such monies shall be redistributed, after payment of any unpaid costs or fees incurred in maintaining the Cash Settlement Account (as provided in Section IV.C.6) for redistribution, to Class Members who have cashed their checks and who would receive at least ten USD ($10.00) from such redistribution.

8. To the extent that any monies remain in the Cash Settlement Account after the Administrator has caused all distributions (including any redistributions) to be made to all Class Members as provided in the Settlement Distribution Plan, such monies shall be contributed to non-sectarian, not for profit, 501(c)(3) organization(s) designated by the Class Representatives, subject to Court approval.

9. Class Counsel on behalf of Class Representatives shall propose to the Court, and seek the Court’s approval of, a Settlement Distribution Plan pursuant to which the Net Cash Settlement Amount shall be distributed to Authorized Claimants, which Settlement Distribution Plan shall be substantially in the form as set out in Exhibit J to this Settlement Agreement.

10. All initial determinations as to whether a purchaser of RD/STT Securities is a Class Member shall be made by Class Counsel, their designees or agents, the Administrator, or such other persons or entities as Class Counsel may, in their sole discretion, deem necessary or advisable to assist them in the administration of this Settlement Agreement. The administration of the Cash Settlement Account and the Net Cash Settlement Amount, and decisions on all disputed questions of law or fact with
respect to distribution of the Net Cash Settlement Amount, shall remain under the jurisdiction of the Court.

D. Authorized Claimants

1. To receive a distribution from the Net Cash Settlement Amount pursuant to the Settlement Distribution Plan, a Class Member must be an Authorized Claimant pursuant to the procedures set out in this Settlement Agreement or by order of the Court.

2. All distributions to Authorized Claimants shall be in the form of cash from the Net Cash Settlement Amount pursuant to the Settlement Distribution Plan.

3. Each Class Member who wishes to participate in the Settlement Distribution Plan must complete and submit a Claim Form by first-class mail or otherwise, postmarked or delivered no later than the date set forth in the Notice. The address to which the Claim Form must be mailed shall be set out on the Claim Form itself and shall also be printed in the Notice.

4. The Claim Form must be sworn on oath or made subject to the penalties of perjury pursuant to 28 U.S. C. § 1746, and supported by such documents and other information as called for in the Claim Form.

5. The Claim Form shall provide that the Class Member expressly:
   a. agrees to the terms of the Release that are contained in the Settlement Agreement and that are included as an Appendix to the Notice;
   b. consents to the jurisdiction of the Court for purposes of making a claim and for all other matters relating to his, her or its claim and Claim Form;
c. agrees to be subject to discovery with respect to the validity and/or amount of his, her or its claim;

d. consents to summary disposition by the Court with respect to the validity and/or amount of his, her or its claim; and

e. waives trial by jury (to the extent any such right may exist) with respect to the Court's summary disposition with respect to the validity or amount of his, her or its claim.

6. The validity of each Claim Form filed will be initially determined by the Administrator, acting under Class Counsel's supervision, in accordance with the Settlement Distribution Plan approved by the Court. The Administrator shall promptly advise the Class Member in writing if the Administrator determines to reject the claim. None of Class Counsel, their designees or agents, the Class Representatives, the Settling Companies, Settling Companies' Counsel or any other Releasee shall have any liability arising out of said determination. In the event a Class Member disagrees with such determination and Class Counsel or their designees cannot resolve the dispute, the dispute shall be submitted to the Court for summary resolution.

7. All initial determinations as to the validity of a Claim Form, the calculation of the extent to which each Authorized Claimant will participate in the Net Cash Settlement Amount, the preparation and mailing of distributions to Authorized Claimants, and the distribution of the Net Cash Settlement Amount shall be performed by Class Counsel, their designees or agents, the Administrator, or such other persons or entities as Class Counsel may, in their sole discretion, deem necessary or advisable to
assist them in the administration of the Settlement Agreement. The administration of the Cash Settlement Account and the Net Cash Settlement Amount, and decisions on all disputed questions of law and fact with respect to the validity of any Claim Form or regarding rejection of claims, shall remain under the exclusive jurisdiction of the Court. All Settling Parties expressly waive trial by jury (to the extent any such right may exist) with respect to such determinations.

8. Any Class Member who fails to submit a valid and timely Claim Form consistent with the procedures set out in this Section IV.D shall be barred from receiving a distribution from the Net Cash Settlement Amount, unless otherwise allowed by the Court, but shall nevertheless be bound by the Release and all proceedings, orders and judgments in this Action, even if he, she or it has pending, or subsequently initiates, litigation against any or all of the Settling Companies or the Releasees relating to Released Claims.

E. Distribution of Equal Distribution Amount

1. The Equal Distribution Amount shall be allocated equally among all Class Members who submit a valid claim under Section IV.D of this Settlement Agreement.

V. NOTICE TO THE CLASS

A. Mailing of the Notice

1. Subject to the requirements of the Preliminary Approval Order and no later than seventy-five (75) days before the Fairness Hearing (unless the Court directs otherwise), Class Counsel, Settling Companies' Lead Counsel and the Administrator
shall cause to be mailed, by first-class mail, postage prepaid, a copy of the Notice and
Claim Form to each person or entity in the Class who can be identified by reasonable
effort and (ii) in cases (if any) of pending litigation, arbitration or other proceeding, or
any other Claim against any Releasee based upon a Released Claim, to all legal counsel
known by the Settling Companies to represent a Class Member; provided that Settling
Companies' Lead Counsel shall notify Class Counsel of all such legal counsel of which
the Settling Companies are aware within twenty (20) days following the Execution Date.

2. No later than seventy-five (75) days before the Fairness Hearing
(unless the Court directs otherwise), Class Counsel and the Administrator shall cause the
Notice to be published on their respective websites, and the Settling Companies shall
cause the Notice to be published on their corporate website, as appropriate.

3. The Notice shall conform to all applicable requirements of the
Federal Rules of Civil Procedure, the United States Constitution (including the Due
Process Clause), the PSLRA, the Rules of the Court and any other applicable law, and
shall otherwise be in the manner and form agreed upon by the Settling Parties and
approved by the Court.

4. A copy of the Notice, substantially in the form as set out in Exhibit
B to this Settlement Agreement, shall be submitted to the Court for its approval at the
time the Settling Parties submit this Settlement Agreement to the Court pursuant to
Section XII.A of this Settlement Agreement.
B. Summary Notice

1. No later than sixty (60) days before the Fairness Hearing, Class Counsel, Settling Companies’ Lead Counsel and the Administrator shall cause the Summary Notice to be published (i) on at least two (2) occasions in The Wall Street Journal and in the Houston Chronicle, the Times of Trenton, the New York Times, the Financial Times and USA Today, and (ii) on at least one (1) occasion in the newspaper with the highest circulation in each of the fifty (50) states, in the District of Columbia, in United States territories and possessions, and in the foreign countries in which substantial numbers of Class Members reside (as identified by the Administrator, subject to the approval of Class Counsel and the Settling Companies’ Lead Counsel, which approval shall not be unreasonably withheld).

2. A copy of the Summary Notice, substantially in the form as set out in Exhibit C to this Settlement Agreement, shall be submitted to the Court for its approval at the time the Settling Parties submit this Settlement Agreement to the Court pursuant to Section XII.A of this Settlement Agreement.

VI. RETENTION OF ADMINISTRATOR

A. Pursuant to the Preliminary Approval Order, Class Counsel and the Settling Companies’ Lead Counsel shall jointly agree to the retention of an Administrator to assist in implementing the settlement contemplated by this Settlement Agreement.

B. The Administrator may assist with various tasks, including, without limitation, (i) mailing or arranging for the mailing of the Notice to Class Members, (ii) establishment and maintenance of a website regarding this Settlement Agreement on...
which the Administrator shall publish, among other things, the Notice, (iii) arranging for publication of the Summary Notice, (iv) arranging for and staffing a toll-free telephone number to assist the Settling Parties in responding to inquiries from Class Members, (v) answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel or its designee, (vi) providing additional copies of the Notice, upon request, to Nominees or Class Members, (vii) receiving and maintaining on behalf of the Court any Class Member’s request for exclusion from the settlement, (viii) receiving and processing Claim Forms from Class Members, (ix) mailing or causing to be mailed to Authorized Claimants their distribution under the Settlement Distribution Plan and (x) otherwise assisting Class Counsel with the administration and implementation of this Settlement Agreement.

C. As set out in the Preliminary Approval Order, the Administrator shall establish and staff with representatives knowledgeable about this Settlement Agreement and the Settlement Distribution Plan a toll-free telephone number for responding to inquiries from Class Members about this Settlement Agreement and any issues relating to the Action. Class Counsel and Settling Companies’ Lead Counsel shall agree to a protocol for operating the toll-free telephone number consistent with industry standards, and Class Counsel shall require the Administrator to operate the toll-free telephone number consistent with such agreed-upon standards.

VII. RIGHT TO COMMUNICATE WITH CLASS MEMBERS

A. Class Counsel and the Class Representatives acknowledge and agree that the Settling Companies have the right to communicate orally and in writing with, and to
respond to inquiries from, Class Members, including, without limitation,

(i) communication between Class Members and representatives of the Settling

Companies or their Affiliates whose responsibilities include investor relations and

(ii) communications as may be necessary to implement the terms of this Settlement

Agreement and to conduct the normal business of the Settling Companies and their

Affiliates.

B. Subject to Section XV.B below, Class Counsel, the Class Representatives,

the Settling Companies and Settling Companies' Lead Counsel agree to cooperate in

good faith to ensure that any comments about or descriptions of the settlement

memorialized in this Settlement Agreement are balanced, fair and accurate.

VIII. REQUESTS FOR EXCLUSION

A. Any potential Class Member who wishes to be excluded from the Class

must mail by first-class mail or otherwise deliver a written request for exclusion to the

Administrator, care of the address provided in the Notice, such that it is postmarked or
delivered by no later than fifteen (15) days before the Fairness Hearing, or as the Court

may otherwise direct.

B. The Settling Parties shall provide the Court with a list of all persons and

to entities who have validly and timely requested exclusion from the Class at or before the

Fairness Hearing.

C. A potential Class Member’s request for exclusion shall include the

following information: (i) name, (ii) address, (iii) telephone number and/or e-mail

address, (iv) the dates during the Class Period on which he, she or it purchased RD/STT
Securities, (v) the purchase price of each RD/STT Security purchased during the Class Period, (vi) the stock market or exchange on which each RD/STT Security was purchased during the Class Period, (vii) the date on which any RD/STT Security purchased during the Class Period was sold and (viii) the price at which any RD/STT Security purchased during the Class Period was sold.

D. Unless otherwise ordered by the Court, any Class Member who does not file a timely written request for exclusion as provided by this Section VIII shall be bound by the Release and by all proceedings, orders and judgments in the Action, even if he, she or it has pending, or subsequently initiates, litigation, arbitration or any other proceeding, or has any Claim, against any or all of the Releasees relating to any of the Released Claims.

IX. OBJECTIONS TO SETTLEMENT

A. Any Class Member who wishes to object to the fairness, reasonableness or adequacy of this settlement, to the Settlement Distribution Plan or to any term(s) of this Settlement Agreement (including, without limitation, the requested Attorneys’ Fees Award, Attorneys’ Expenses Award or Class Representatives’ Expense Award) must both serve on Class Counsel and Settling Companies’ Lead Counsel (as identified in the Notice) and file with the Court a statement of his, her or its objection(s); provided that any such objection must be received by Class Counsel, Settling Companies’ Lead Counsel and the Court by no later than fifteen (15) days before the Fairness Hearing, or as the Court may otherwise direct.
B. A Class Member's statement of objection(s) shall provide evidence of the
eobjector’s membership in the Class and shall state the specific reason(s), if any, for each
objection made by the Class Member, including any legal support the Class Member
wishes to bring to the Court's attention and any evidence the Class Member wishes to
introduce in support of such objection.

C. Any Class Member may file an objection on his, her or its own, or through
an attorney hired at his, her or its own expense. If a Class Member hires an attorney to
represent him, her or it in connection with filing an objection, the attorney must both
serve on Class Counsel and Settling Companies' Lead Counsel (as identified in the
Notice) and file with the Court a notice of appearance; provided that any such notice of
appearance must be received by Class Counsel, Settling Companies' Lead Counsel and
the Court by no later than fifteen (15) days before the Fairness Hearing, or as the Court
may otherwise direct.

D. A Class Member and any attorney hired at his, her or its expense may
obtain access to the discovery materials in this Action for the sole purpose of assessing
this Settlement Agreement, but first must agree in writing to be bound by the Stipulation
of Confidentiality.

E. The Stipulation of Confidentiality, which shall be substantially in the form
as set out in Exhibit E, shall be submitted to the Court for its approval at the time the
Settling Parties submit this Settlement Agreement to the Court pursuant to Section XII.A
of this Settlement Agreement.
F. A Class Member (or his, her or its attorney (if any)) who wishes to review discovery materials in this Action may do so up until the date of the Fairness Hearing upon execution of the Stipulation of Confidentiality. Access to discovery materials shall be arranged by contacting Class Counsel.

G. Class Counsel shall inform Settling Companies' Lead Counsel promptly of the identity of any Class Member (and his, her or its attorney (if any)) who requests access to discovery materials. Class Counsel shall also promptly provide Settling Companies' Lead Counsel with a copy of the executed Stipulation of Confidentiality.

H. Any Class Member who files and serves a written objection pursuant to this Section IX — and only such Class Members — may appear at the Fairness Hearing, either in person or through counsel hired at the Class Member’s expense, to object to the fairness, reasonableness or adequacy of this settlement, to the Settlement Distribution Plan or to any term(s) of this Settlement Agreement (including, without limitation, the requested Attorneys’ Fees Award, Attorneys’ Expenses Award or Class Representatives’ Expense Award). A Class Member (or his, her or its attorney) intending to make an appearance at the Fairness Hearing must both serve on Class Counsel and Settling Companies’ Lead Counsel (as identified in the Notice) and file with the Court a notice of intention to appear; provided that any such notice to appear must be received by Class Counsel, Settling Companies’ Lead Counsel and the Court by no later than fifteen (15) days before the Fairness Hearing, or as the Court may otherwise direct.

I. Any Class Member who fails to comply with any of the provisions of this Section IX shall waive and forfeit any and all rights he, she or its may otherwise have to
object to this settlement and/or to appear separately at the Fairness Hearing, and shall by
bound by all of the terms of this Settlement Agreement and by all proceedings, orders and
judgments in this Action.

X. RELEASES AND WAIVERS, AND ORDER OF DISMISSAL

A. Releases and Waivers

1. Pursuant to the Order Approving Settlement and the Judgment, without further action by anyone, and subject to Section X.A.3 below, on and after the Approval Date, any and all Class Members (including those who are parties to any other litigation, arbitration or other proceeding pending on the Approval Date to the extent such litigation, arbitration or other proceeding is based upon a Released Claim and is brought against one or more Releasees), on behalf of themselves, their heirs, executors, administrators, beneficiaries, predecessors, successors, parents, subsidiaries, partners, principals, Affiliates, attorneys, successors in interest or assigns, any person or entity claiming by or through any Class Member, and any person or entity representing one or more Class Members, 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 Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged:

   a. all Released Claims against each and every one of the Releasees, including each such Released Claim as has already been, could have been or could be asserted in the Action or in any other pending litigation, arbitration or other proceeding, whether or not a Claim Form has been or will be executed and/or delivered
by, or on behalf of, any such Class Member, and whether or not the Class Member receives settlement relief pursuant to this Settlement Agreement; and

b. any Claims, damages and liability as to Class Counsel, the Class Representatives, the Settling Companies, Settling Companies' Counsel, the Administrator, the Escrow Agent and each and every one of the Releasees that relate in any way to any or all acts, omissions, nondisclosures, facts, matters, transactions, occurrences, or oral or written statements or representations in connection with or directly or indirectly relating to the prosecution, defense or settlement of the Action, the agreement in principle that preceded this Settlement Agreement, this Settlement Agreement and (except to the extent otherwise specified in this Settlement Agreement) any and all claims for attorneys' fees, costs or disbursements incurred by a Class Member, his, her or its counsel, Class Counsel or any other counsel representing or claiming to represent the Class Representatives or one or more Class Members in connection with or related in any manner to the Action or the prosecution or settlement of the Action; provided however, that notwithstanding this Section X.A.1, Claims based upon the Administrator's and/or the Escrow Agent's gross negligence or willful misconduct, or the Escrow Agent's breach of the Escrow Agreement shall not be released or discharged by this Section X.A.1.

2. Pursuant to the Order Approving Settlement and the Judgment, without further action by anyone, and subject to Section X.A.3 below, on and after the Approval Date, all Settling Parties, on behalf of themselves, their heirs, executors, administrators, beneficiaries, predecessors, successors, parents, subsidiaries, partners,
principals, Affiliates, attorneys, successors in interest or assigns, any person or entity claiming by or through any Settling Party, and any person or entity representing one or more Settling Parties, 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 Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged any and all Settling Parties’ Claims; provided however, that, notwithstanding this Section X.A.2, Claims based upon the Escrow Agent’s gross negligence, willful misconduct or breach of the Escrow Agreement shall not be released or discharged by this Section X.A.2.

3. Notwithstanding Sections X.A.1 and X.A.2 above, nothing in the Judgment shall bar any action or claim by the Settling Parties to enforce the terms of the Settlement Agreement or the Judgment.

4. Subject to Section X.A.3 above, with respect to any and all Released Claims, the Settling Parties stipulate and agree that, by the terms of the Judgment, each Class Member on behalf of himself, herself or itself, his, her or its heirs, executors, administrators, beneficiaries, predecessors, successors, parents, subsidiaries, partners, principals, Affiliates, attorneys, successors in interest or assigns, any person or entity claiming by or through any Class Member, and any person or entity representing one or more Class Members, shall have and be deemed to have waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code or any federal, state, or foreign law, rule,
regulation or common law doctrine that is similar, comparable, equivalent, or identical to, or which has the effect of, Section 1542 of the California Civil Code, 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.

Notwithstanding the provisions of Section 1542 and any similar provisions, rights and benefits conferred by any law, rule, regulation or common law doctrine of California or in any other federal, state or foreign jurisdiction, Class Members understand and agree that, subject to Section X.A.3 above, the Release is intended to include all Released Claims each Class Member has or may have, including Released Claims that are Unknown Claims. Class Representatives hereby stipulate and agree on behalf of all Class Members that they shall have and be deemed to have, on and after the Approval Date, fully, finally and forever settled and released any and all Released Claims whether or not they are Unknown Claims.

5. With respect to any and all Settling Parties' Claims that are released pursuant to Section X.A.2, each Settling Party on behalf of himself, herself or itself, his, her or its heirs, executors, administrators, beneficiaries, predecessors, successors, parents, subsidiaries, partners, principals, Affiliates, attorneys, successors in interest or assigns, any person or entity claiming by or through any Settling Party, and any person or entity representing one or more Settling Parties, stipulates and agrees that, by the terms of the Judgment, each such individual and entity shall have and be deemed
to have waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code or any federal, state, or foreign law, rule, regulation or common law doctrine that is similar, comparable, equivalent, or identical to, or which has the effect of, Section 1542 of the California Civil Code, 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.

Notwithstanding the provisions of Section 1542 and any similar provisions, rights and benefits conferred by any law, rule, regulation or common law doctrine of California or in any other federal, state or foreign jurisdiction, each individual and entity providing a release in Section X.A.2 above understands and agrees that the Release is intended to include all Claims and/or Unknown Claims that he, she or it has or may have that relate in any way to any or all acts directly or indirectly relating to the prosecution, defense or settlement of the Action or to the Settlement Agreement, including such Claims that are Unknown Claims. Each such individual and entity hereby stipulates and agrees that he, she or it shall have and be deemed to have, on and after Approval Date, fully, finally and forever settled and released any and all Claims that relate in any way to any or all acts directly or indirectly relating to the prosecution, defense or settlement of the Action, or to the Settlement Agreement whether or not they are Unknown Claims.
6. The releases and waivers contained in this Section X were separately bargained for and are essential elements of this Settlement Agreement.

B. **Order of Dismissal**

1. The Settling Parties will seek from the Court a Judgment and an Order Approving Settlement. Such Judgment and Order Approving Settlement shall, among other things, (i) approve this Settlement Agreement as fair, reasonable and adequate, (ii) dismiss the action with prejudice as to all defendants, (iii) enter the Bar Orders and (iv) incorporate the Release.

**XI. ATTORNEYS’ FEES AND EXPENSES AND CLASS REPRESENTATIVES’ EXPENSE PAYMENTS**

A. Class Counsel will make, and the Settling Companies agree not to oppose, an Attorneys’ Fees and Expenses Application at the time of the Fairness Hearing in an amount not to exceed thirty million USD ($30,000,000) in fees and three million USD ($3,000,000) in expenses, which expenses shall be limited to out-of-pocket expenses supported by invoices or auditable records. The Settling Companies shall pay or cause to be paid the Attorneys’ Fees Award and the Attorneys’ Expenses Award in such or lesser amounts consistent with Sections XI.B – F below.

B. The Attorneys’ Fees Award and Attorneys’ Expenses Award made by the Court shall be the sole aggregate compensation for Class Counsel and any other counsel associated with Class Counsel in connection with the Action.

C. If this Settlement Agreement is properly and timely terminated in accordance with the terms of this Settlement Agreement after the Attorneys’ Fees Award
and the Attorneys' Expenses Award have been paid to Class Counsel, Class Counsel shall within five (5) Business Days following such termination return to the Settling Companies the Attorneys' Fees Award and the Attorneys' Expense Award with interest at the Interest Rate, such interest to be calculated beginning as of the date the Attorneys' Fees Award and the Attorneys' Expenses Award were paid to Class Counsel pursuant to Section XI.A above and ending as of the date the Attorneys' Fees Award and the Attorneys' Expenses Award are returned to the Settling Companies pursuant to this Section XI.C.

D. If, after the payment of the Attorneys' Fees Award and the Attorneys' Expenses Award pursuant to Section XI.A above, the Attorneys' Fees Award and/or the Attorneys' Expenses Award are reduced, Class Counsel shall, within five (5) Business Days following entry of an order effecting such reduction, return to the Settling Companies the amount by which the Attorneys' Fees Award and/or the Attorneys' Expenses Award have been reduced with interest on such amount, such interest to be calculated at the Interest Rate beginning as of the date the Attorneys' Fees Award and the Attorneys' Expenses Award were paid pursuant to Section XI.A above and ending as of the date such amount is returned to the Settling Companies pursuant to this Section XI.D.

E. Class Counsel's obligation to return the Attorneys' Fees Award and the Attorneys' Expenses Award or any portion of such awards, as described, respectively, in Section XI.C and XI.D above, shall be evidenced by a promissory note (substantially in the form as set out in Exhibit 1), which note shall be executed on behalf of the law firm, and individually by the named partners, of Class Counsel. In addition, as a condition of
receiving the Attorneys’ Fees Award and the Attorneys’ Expenses Award, Class Counsel, on behalf of itself and each of its named partners, agrees that the law firm and its named partners are subject to the jurisdiction of the Court for the purpose of enforcing this Section XI.E. Without limitation, Class Counsel and each of its named partners agree that the Court may, upon application of the Settling Companies, on notice to Class Counsel, summarily issue orders, including, but not limited to, judgments and attachment orders, and may make appropriate findings of and/or sanctions for contempt, against Class Counsel should Class Counsel fail timely to repay any amounts due under this Section XI.

F. No Releasee nor any of his, her or its predecessors, successors, parents, subsidiaries, partners, principals, Affiliates, heirs, administrators, executors, attorneys, successors in interest or assigns shall be liable or obligated to pay any fees, expenses, costs or disbursement to, or incur any expense on behalf of, any person or entity (including, without limitation, the Class Representatives), directly or indirectly, in connection with the Action or this Settlement Agreement, except as expressly provided for in this Settlement Agreement.

G. The Class Representatives will make, and the Settling Companies agree not to oppose, a Class Representatives’ Expense Award Application at the time of the Fairness Hearing in an amount not to exceed one hundred fifty thousand USD ($150,000). The Settling Companies shall pay or cause to be paid the Class Representatives’ Expense Award in that or a lesser amount; provided however, that if the payment of the Class Representatives’ Expense Award is determined by a court of
competent jurisdiction to require a payment under Section I.B.1 of the Non-U.S. Settlement Agreement, then no Class Representatives' Expense Award shall be paid by the Settling Companies and any payment that has been made under this Section XI.G shall be promptly reimbursed to the Settling Companies; provided further that if the Settling Companies do not make the payment under this Section XI.G, nothing herein shall preclude Class Counsel on behalf of the Class Representatives from seeking an expense award from the Court to be paid from the Net Cash Settlement Amount.

XII. PRELIMINARY APPROVAL ORDER

A. Within fifteen (15) days following the Execution Date, the Settling Parties shall submit this Settlement Agreement (and its exhibits) to the Court and request that the Court enter a Preliminary Approval Order substantially in the form as set out in Exhibit A to this Settlement Agreement.

XIII. JUDGMENT AND ORDER APPROVING SETTLEMENT

A. After the Fairness Hearing, and upon the Court's approval of this Settlement Agreement, the Settling Parties shall request that the Court enter a Judgment and an Order Approving Settlement substantially in the form of Exhibits G and H, respectively.

XIV. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. The terms and provision of this Settlement Agreement may be amended, modified or expanded by written agreement of the Settling Parties; provided however, that, after entry of the Judgment and Order Approving Settlement, the Settling Parties may, by written agreement, effect any amendments, modifications or expansions of this
Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement and the Settlement Distribution Plan) without notice to or approval of the Court only if such amendments, modification or expansions are not materially inconsistent with the Court’s Judgment and Order Approving Settlement and do not materially limit the rights of Class Members under this Settlement Agreement; provided further that a decision by Class Representatives to modify the Settlement Distribution Plan shall not be deemed to be a change that materially limits the rights of Class Members under this Settlement Agreement to the extent such modification involves an amount that is equal to or less than ten percent (10%) of the Net Cash Settlement Amount.

B. Subject to Section XIV.D below (and the provisos of this Section), this Settlement Agreement will terminate at the sole option and discretion of either or both the Settling Companies or the Class Representatives if (f) the Court, or any appellate court(s), rejects, modifies or denies approval of any portion of this Settlement Agreement or the proposed settlement that the terminating Settling Party(ies) reasonably and in good faith determines is material, including, without limitation, one or both of the Bar Orders, the findings of the Court, the provisions relating to Notice, the definition of the Class and/or the terms of the Release or (ii) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the Preliminary Approval Order, the Judgment or the Order Approving Settlement, including the Bar Orders, or any of the Court’s findings of fact or conclusions of law that the terminating Settling Party(ies) reasonably and in good faith believes is material; provided that the terminating
Settling Party must exercise the option to terminate this Settlement Agreement by providing written notice to the opposing Settling Party no later than ten (10) days after receiving actual notice of the event prompting the termination; provided further that notwithstanding anything set out in this Section XIV.B, neither the Class Representatives nor Class Counsel may terminate this Settlement Agreement because of the amount of the Attorneys’ Fees Award, the Attorneys’ Expenses Award, the Class Representatives’ Expense Award or the determination by the Court as set out in Sections III.C.1 and III.D.1 of this Settlement Agreement.

C. Subject to Section XIV.D, below, this Settlement Agreement will terminate at the sole option and discretion of the Settling Companies if persons or entities in the aggregate who would have received an amount equal to or greater than three percent (3%) of the Settlement Amount under the Settlement Distribution Plan submit a valid and timely request to be excluded pursuant to Section VIII of this Settlement Agreement; provided that in calculating the amount of the Settlement Amount that would have been received by persons or entities whose requests for exclusion from the Class fail to provide the information required by Section VIII.C above, such calculation shall be made consistent with criteria approved by Class Counsel and Settling Companies’ Lead Counsel, which approval shall not be unreasonably withheld; provided further that the Settling Companies must exercise the option to terminate this Settlement Agreement by providing written notice to the Class Representatives no later than 5:00 pm Eastern Time on the fifth (5th) day preceding the Fairness Hearing; provided that nothing in this Section XIV.C shall prohibit Class Counsel from attempting to cause retraction or
withdrawal of any request of exclusion that is submitted pursuant to Section VIII.C above; provided further that, if, by 5:00 pm Eastern Time on the day prior to the Fairness Hearing (or any longer period agreed upon in writing by the Settling Parties), Class Counsel provides written notice that Class Counsel has succeeded in causing a sufficient number of persons and entities to withdraw his, her or its request for exclusion such that the balance of persons and entities who have submitted requests for exclusion (and have not withdrawn such requests) would in the aggregate have received an amount less than three percent (3%) of the Settlement Amount under the Settlement Distribution Plan, then any termination of the Settlement Agreement by the Settling Companies pursuant to this Section XIV.C shall automatically be deemed to be a nullity; provided further that to retract or withdraw a request for exclusion, a Class Member must file a written notice with the Court, which written notice may be filed by Class Counsel and provided promptly to Settling Companies' Lead Counsel and which written notice shall contain the person's or entity's affirmative statement that (i) he, she or it desires to withdraw his, her or its request for exclusion and (ii) he, she or it agrees to be bound by the terms of this Settlement Agreement (including, but not limited to the Release), as well as any order or judgment entered by the Court in this Action, including the Order Approving Settlement and the Judgment that the Settling Parties will request that the Court enter in this Action.

D. If this Settlement Agreement is terminated pursuant to the terms hereof, then:
1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Settling Party or Releasee shall be bound by any of its terms except for the terms set out in this Section XIV.D;

2. This Settlement Agreement, all of its provisions, and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the Settling Companies, the Class Representatives or any other Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except with respect to the payment of Administrative Expenses as described in Section III.F above;

3. Releasees expressly and affirmatively reserve all defenses, arguments and motions that have been or might later be asserted in the Action;

4. Class Representatives expressly and affirmatively reserve all Claims, arguments and motions that have been or might have been asserted in the Action.

5. Neither this Settlement Agreement, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever, except to enforce its terms;

6. Neither the Settling Companies' agreement to the terms set out in this Settlement Agreement nor their execution of this Settlement Agreement shall constitute or be construed to be an admission by the Companies, or any of them, that any wrongdoing has taken place, that any federal, state or foreign laws or common law have been violated, or that Class Members sustained any recognizable injury as a result of any of the conduct alleged in the Complaint;
7. The Settling Companies shall, consistent with Sections III.F.1 and III.F.2 above, pay all Administrative Expenses that were incurred but not paid as of the Termination Date; provided however, that if any portion of the Initial Administrative Payment is not needed to pay Administrative Expenses that were incurred but not paid as of the Termination Date, such monies shall be returned by the Administrator to the Settling Companies within five (5) days after the Administrator has been notified of the termination of this Settlement Agreement;

8. The terms of the Confidentiality Order and of any Stipulations of Confidentiality shall continue to be in effect, and the terms of such shall continue to govern the discovery materials in this Action;

9. Except as expressly set out in this Settlement Agreement in Sections III.F, XI.A and XI.G, nothing in this Settlement Agreement shall create any obligation on the part of any Settling Party to pay any other Settling Party's fees or expenses.

XV. GENERAL MATTERS AND RESERVATIONS

A. The Settling Parties agree that the terms and provisions of the Confidentiality Order shall continue in effect after the Execution Date and that such terms and provisions shall continue to govern the use and possession of the discovery material in this Action.

B. Except as provided in this Section XV.B, or as may otherwise be required by law or agreed to by the Settling Parties, the Settling Parties and their counsel agree to keep the contents of this Settlement Agreement and all related negotiations confidential.
until the date on which this Settlement Agreement is filed with the Court pursuant to Section XII.A above and to ensure that any and all disclosures regarding this Settlement Agreement shall be balanced, fair and accurate; provided however, that this Section XV.B shall not prevent earlier disclosure regarding this Settlement Agreement by Settling Companies’ Lead Counsel or Class Counsel to any person or entity (such as experts, courts, mediators, regulatory entities and/or Administrators) to whom the Settling Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement; provided further that the Settling Companies shall be able to make, without prior notification to, or review or approval by, Class Counsel, any and all disclosure regarding this Settlement Agreement that they believe may be required or appropriate to the Securities and Exchange Commission and/or any other United States or non-United States regulatory body, or to the Settling Companies’ insurers, independent auditors, accountants, attorneys, financial institutions or lenders when disclosure to such individuals or entities is required in the normal course of the business of one or more of the Companies.

C. The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all Claims arising out of Released Claims that have been or could have been asserted by Class Members against the Releasees or any of them. The Class Representatives and the Settling Companies agree not to assert in any Forum that the Action was brought by the Class Representatives or defended by the Settling Companies in bad faith or without a reasonable basis. The Settling Parties shall not assert any Claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the
prosecution, defense or settlement of the Action. The Settling Parties agree that the amount of settlement relief provided in this Settlement Agreement and the terms of this Settlement Agreement were negotiated at arm's-length in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with experienced counsel.

D. Class Counsel represents that it is authorized to enter into this Settlement Agreement on behalf of the Class Representatives and any other attorneys who have represented or who now represent the Class Representatives in this Action and/or with respect to Released Claims and that (i) they have kept the Class Representatives apprised of the progress of the settlement negotiations; (ii) they have advised the Class Representatives of the terms and provisions of this Settlement Agreement; and (iii) each of the Class Representatives has approved the terms of this Settlement Agreement.

E. Ralph C. Ferrara and Ann M. Ashton represent that each is authorized to enter into this Settlement Agreement on behalf of the Settling Companies.

F. This Settlement Agreement sets forth the entire agreement among the Settling Parties with respect to its subject matter and supersedes the agreement in principle that preceded this Settlement Agreement. This Settlement Agreement may not be altered or modified except by written instrument executed by Class Counsel (with the permission of the Class Representatives) and by Settling Companies’ Lead Counsel (with the permission of the Settling Companies). The Settling Parties expressly acknowledge that no other agreements, arrangements or understandings not expressed in this Settlement Agreement exist among or between them. In entering into this Settlement Agreement,
Agreement, no Settling Party has relied upon any representation or warranty not set forth expressly herein.

G. This Settlement Agreement shall be governed by and interpreted according to the law of the state of New Jersey, excluding its conflict of laws provisions.

H. The Court retains continuing and exclusive jurisdiction over this Settlement Agreement, the Settling Parties, all Class Members and all Releasees to adjudicate all issues relating to this Settlement Agreement, including without limitation, any issues relating to the Preliminary Order, the Order Approving Settlement and the Judgment. Any action arising under or to enforce this Settlement Agreement, the Preliminary Order, the Order Approving Settlement or the Judgment shall be commenced and maintained only in the Court.

I. Whenever this Settlement Agreement requires or contemplates that a Settling Party shall or may give notice to another Settling Party, notice shall be provided by facsimile and/or next-day (excluding Saturday and Sunday) express delivery service as follows and shall be deemed effective upon such facsimile transmission, or delivery, to the facsimile number or address, as the case may be, below:

1. If to the Settling Companies, then to:

   Ralph C. Ferrara, Esq.
   Ann M. Ashton, Esq.
   Dewey & LeBoeuf LLP
   1101 New York Avenue, N.W.
   Suite 1100
   Washington, D.C. 20005
   Telephone: (202) 986-8000
   Facsimile: (202) 986-8102
2. If to the Class Representatives, then to:

Stanley D. Bernstein, Esq.
Jeffrey M. Haber, Esq.
Bernstein Liebhard & Lifshitz, LLP
10 East 40th Street
New York, New York 10016
Telephone: 212-779-1414
Facsimile: (212) 779-3218

J. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of a court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in the Court, a day on which weather or other conditions have made the office of the Clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Settlement Agreement, “legal holiday” includes New Year’s Day, the observance of the Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day designated as a federal or New Jersey state holiday.

K. The Settling Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
L. This Settlement Agreement, offer of this Settlement Agreement and compliance with this Settlement Agreement shall not constitute or be construed as an admission by any or all of the Releasees of any wrongdoing or liability. This Settlement Agreement is to be construed solely as a reflection of the Settling Parties' desire to facilitate a resolution of the Claims in the Complaint and of the Released Claims. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in the Action, any other action, or any judicial, administrative, regulatory or other proceeding, except a proceeding to enforce this Settlement Agreement. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence of an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Settling Companies, or as a waiver by the Settling Companies of any applicable defense or as a waiver by the Class Representatives or the Class of any claims, causes of action or remedies.

M. No opinion or advice concerning the tax consequences of the proposed settlement to individual Class Members is being given or will be given by Settling Companies’ Counsel and/or Class Counsel; nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. The Notice will direct Class Members to consult their own tax advisors regarding the tax consequences of the proposed settlement and any tax reporting obligations they may have with respect thereto.
Each Class Member’s tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

N. The Settling Parties, their successors and assigns, and their attorneys undertake to implement the terms of this Settlement Agreement in good faith and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

O. The Settling Parties, their successors and assigns, and their attorneys agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use all reasonable efforts to effect the prompt consummation of this Settlement Agreement and the proposed settlement.

P. This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Execution by facsimile or by electronically transmitted signature shall be fully and legally binding on a Settling Party.

Q. All Releasees who are not Settling Parties are intended third-party beneficiaries who are entitled to enforce the terms of the Release set forth in Section X of this Settlement Agreement.
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