

**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 Supplement 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. §§ 1.468B-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 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 objector'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 be 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 I), 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 F, 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 (i) 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, 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 or 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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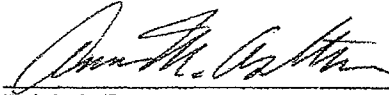
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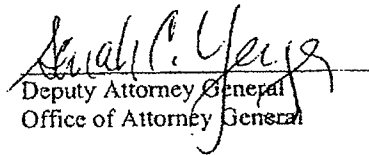
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Office of Attorney General

Deputy General Counsel
Office of General Counsel

Chief Counsel, Pennsylvania State
Employees' Retirement System

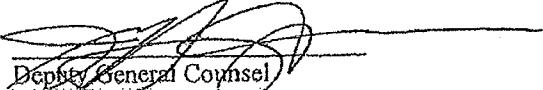
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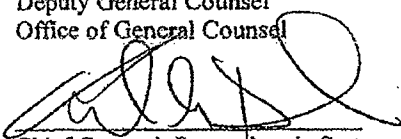
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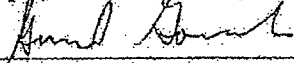
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