

**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

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OF PROPOSED CLASS REPRESENTATIVES' MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT AGREEMENT AND CLASS CERTIFICATION**

EXHIBIT 1

Bernstein Liebhard & Lifshitz, LLP

Stanley D. Bernstein
Jeffrey M. Haber
William A.K. Titelman
Mark T. Millkey
Caroline Marshall
10 East 40th Street
New York, New York 10016
Telephone: 212-779-1414

Dewey & LeBoeuf LLP

Ralph C. Ferrara
Ann M. Ashton
Jonathan E. Richman
1101 New York Avenue, N.W.
Washington, D.C. 20005
Telephone: 202-986-8000

**Counsel for PSERS and SERS, and
Class Counsel**

**Counsel for Defendants Royal Dutch
Petroleum Company and The "Shell"
Transport and Trading Company p.l.c.**

Other Counsel Listed on Signature Pages

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In re:)	Civil Action No. 04-374 (JAP)
)	(Consolidated Cases)
)	
IN RE ROYAL DUTCH/SHELL)	Judge Joel A. Pisano
TRANSPORT SECURITIES)	
LITIGATION)	
)	
)	(Document Electronically Filed)

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.
23. “Class Period” means the period of time from April 8, 1999 through March 18, 2004, inclusive.
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.

31. “Contribution 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 14 of Exhibit F, which shall be entered by the Court as part of the Order Approving Settlement pursuant to section 21D(f)(7)(A) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(f)(7)(A).

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 I.43.a and I.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:

$$(\text{Opt-Out Settlement Percentage} \div \text{Aggregate Settlement Percentage} - 1) \times (\text{Settlement Amount} + \text{Increased Settlement Amount})$$

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).

49. “Home Exchange Share Percentage” means the greater of the RD Home Exchange Share Percentage and the STT Home Exchange Share Percentage.

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.

65. “Opt-Out Purchaser’s Recognized Claim” means the Recognized Claim calculated with respect to an Opt-Out Purchaser pursuant to the Settlement Distribution Plan.

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.

70. “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 78u-4, *et seq.*

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 January 9, 2004, February 5, 2004, March 3, 2004, March 18, 2004, April 19, 2004, April 29, 2004, May 24, 2004, June 25, 2004, July 29, 2004, August 12, 2004, August 24, 2004, September 22, 2004, October 28, 2004 and February 3, 2005.

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 which 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.

91. “Settling Companies” means Shell Petroleum N.V. and The Shell Transport and Trading Company Limited.

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.

98. “STT” means The “Shell” Transport and Trading Company p.l.c., now known as The Shell Transport and Trading Company Limited.

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:

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

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.

109. "The Shell Transport and Trading Company Limited" means the company formerly known as The "Shell" Transport and Trading Company p.l.c.

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

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

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.

3. Lead plaintiffs filed a consolidated and amended complaint in September 2004

4. Defendants filed motions to dismiss the consolidated and amended complaint filed by lead plaintiffs in December 2004 based upon a lack of subject matter jurisdiction and a failure to state a claim. The Court ruled on these motions on August 9, 2005. *In re Royal Dutch/Shell Transport Securities Litigation*, 380 F. Supp. 2d 509 (D.N.J. 2005).

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.