

NOTICE OF CLASS ACTION DETERMINATION, RIGHT TO BE EXCLUDED
FROM CLASS, HEARINGS ON CLASS CERTIFICATION AND SETTLEMENT,
AND RIGHT TO APPEAR TO FORMER STOCKHOLDERS OF RECORD
OF CGA COMPUTER, INC., WHOSE SHARES WERE, IN THE
MERCER ON NOVEMBER 2, 1984, CONVERTED INTO THE
RIGHT TO RECEIVE \$13.00 PER SHARE IN CASH

IN THE
COURT OF CHANCERY
IN AND FOR NEW CASTLE COUNTY

HERBERT BEHRENS, JOSEPH E. KOVACS, MARK J. LEWIS,
RICHARD A. DAVIS, WILLIAM WEINBERGER and ALFRED
G. GILLIS,

Plaintiffs,

v.

CGA COMPUTER, INC., BERNARD M. GOLDSMITH, III,
ROBERT J. SYWOLSKI, JOEL M. HANDEL, THOMAS F.
KEARNS, F. PHILIP HANDY and GENERAL ATLANTIC
CORPORATION,

Defendants.

CONSOLIDATED
C.A. No. 7655

IN THE
UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF DELAWARE

RICHARD A. DAVIS, on behalf of himself and all others
similarly situated,

Plaintiff,

v.

CGA COMPUTER, INC., BERNARD M. GOLDSMITH, III,
R. J. SYWOLSKI, JOEL M. HANDEL, THOMAS F. KEARNS
and F. P. HANDY,

Defendants.

C.A. No. 84-568/CMW

THIS NOTICE IS GIVEN, pursuant to Rule 23 of the Court of Chancery of the State of Delaware in and for New Castle County (hereinafter called the "Chancery Court"), an Order of the Chancery Court entered May 8, 1985, Rule 23 of the Federal Rules of Civil Procedure, and an Order of the United States District Court for the District of Delaware (hereinafter called the "Federal Court") entered May 8, 1985, to all former stockholders of record of CGA Computer, Inc. ("CGA"), whose shares of CGA common stock were, by virtue of the merger of CGA and CGA Acquisition, Inc., on November 2, 1984, converted into the right to receive \$13.00 per share in cash, excluding the defendants.

Nature of the Actions

The consolidated action pending in the Chancery Court (the "Chancery Action") asserts claims on behalf of a class of former shareholders of CGA against CGA, certain of its present and former officers and directors and General Atlantic Corporation in connection with a merger (the "Merger") on November 2, 1984 in which the shares of CGA owned by members of the Class were converted into a right to receive \$13.00 per share in cash. The consolidated amended complaint in the Chancery Action alleges, *inter alia*, that the terms of the Merger were unfair to the public shareholders who were deprived of their investment in CGA and all of its future profitability and growth, that such shareholders received inadequate consideration in return for their investment, and that defendants made inadequate disclosures in the proxy statement relating to the Merger. The consolidated amended complaint alleges that the conduct of the defendants violated the common law of the State of Delaware. In the separate action commenced in the Federal Court, entitled *Richard A. Davis v. CGA Computer, Inc., et al.* (the "Federal Action"), which action is also denominated as a class action, the plaintiff, who is also a plaintiff in the Chancery Action, alleges that certain of the conduct of defendants alleged in the Chancery Action violated the federal securities laws and the common law of the State of Delaware.

The Stipulation and Agreement of Compromise and Settlement, dated May 7, 1985 (the "Stipulation" or "Settlement"), attached as Appendix I hereto, sets forth the history and background of the actions in greater detail.

Further Proceedings

The defendants have denied and continue to deny any liability or any wrongdoing whatsoever in connection with the claims set forth in the consolidated amended complaint in the Chancery Action and in the complaint in the Federal Action, and assert that they have various defenses to these claims. The courts in which these actions are pending have not yet passed upon the merits of the claims or of any defenses thereto. The giving of this notice is not meant to imply that there has been any violation of the law, or that a recovery after a trial could be had if the actions are not settled.

The attorneys for plaintiffs have engaged in thorough pre-trial discovery. On the basis of plaintiffs' attorneys' investigation and studies of the facts and the law relating to the issues involved in these actions, they have concluded, after arm's-length negotiations, that the proposed settlement described below is fair to the members of the Class.

The Class

The parties have agreed for purposes of this Settlement that the Chancery Action and the Federal Action may proceed as class actions pursuant to Rule 23 of the Chancery Court and Rule 23 of the Federal Rules of Civil Procedure, respectively, the Class being defined as all former record or beneficial stockholders of CGA whose shares of CGA common stock were, by virtue of the merger of CGA and CGA Acquisition, Inc., on November 2, 1984, converted into the right to receive \$13.00 per share in cash, excluding (i) shares which were held directly or indirectly by CGA Acquisition, Inc., or in the treasury of CGA; and (ii) shares which were owned, directly or beneficially, by any of the defendants.

If you owned shares of CGA's common stock which, by virtue of the merger of CGA and CGA Acquisition, Inc., on November 2, 1984, were converted into a right to receive \$13.00 per share in cash, and you are not a defendant, you are a member of the Class.

As described below under the heading HEARINGS, if any Class member has an objection in the Federal Action to class certification or the designation of plaintiff in the Federal Action as the class representative, he may raise such objection at a hearing to be held by the Federal Court.

The Proposed Settlement

An agreement of settlement has been reached in the Chancery Action and in the Federal Action between the attorneys for the plaintiffs and the attorneys for the defendants which is embodied in the Stipulation attached as Appendix I. As noted above, the attorneys for plaintiffs, on the basis of their thorough investigation of the facts and the law relating to the matters complained of, have concluded that the proposed Settlement is fair to, and in the best interests of, the Class. While defendants deny all charges of wrongdoing and do not concede liability, they desire to settle these actions on the basis proposed in order to put to rest all further controversy and to avoid substantial expenses and the inconvenience and distraction of burdensome and protracted litigation. The following description of the proposed Settlement is a summary only, and reference should be made to the text of the Stipulation for a full statement of the provisions thereof:

1. The defendants have agreed to pay a total of \$750,000 to be distributed pro rata, on a per share basis, to record holders of CGA common stock who are members of the Class. In addition, defendants have agreed at their expense to administer the distribution and, to the extent described in Paragraph 3 below, to pay such attorneys' fees and expenses as may be awarded by the Chancery Court.

2. The Chancery Court and the Federal Court have scheduled hearings to consider the fairness, reasonableness and adequacy of this proposed Settlement. The Federal Court has also scheduled a hearing to provide an opportunity to any Class member who objects to the certification of the Class or appointment of the Class representative in the Federal Action to be heard. At the Settlement hearings, the parties have agreed jointly to request the Chancery Court and the Federal Court each to enter, conditional upon entry of an Order and Final Judgment in the other action, an Order and Final Judgment:

- (a) approving the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

(b) dismissing the Chancery Action and the Federal Action on the merits as to all defendants and all of their present and former officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, partners, successors and assigns, with prejudice, against the plaintiffs, the members of the Class, and their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors and assigns, without costs except as hereinafter provided, such dismissals to be subject to compliance by the parties with the terms and conditions of the Settlement and any Order of the Chancery Court or the Federal Court with reference to the Settlement;

(c) permanently barring and enjoining all members of the Class, their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors and assigns, either directly, representatively, derivatively or in any other capacity, from instituting or prosecuting any other action asserting Settled Claims (as described in the Stipulation), including without limitation actions challenging the propriety of this Settlement or any action taken by defendants in connection therewith;

(d) approving the mechanism established and means to be employed for the distribution of the Settlement Amount (as defined in the Stipulation);

(e) awarding (in the Chancery Court) such attorneys' fees and expenses upon plaintiffs' application as the Chancery Court, in its discretion, deems appropriate; and

(f) reserving jurisdiction of all matters relating to the administration and consummation of the terms of this Settlement and plaintiffs' application for attorneys' fees and expenses.

3. (a) If the terms of this Settlement shall be approved by the Courts, plaintiffs' attorneys in the actions collectively will apply to the Chancery Court for an award of attorneys' fees and expenses not to exceed the total sum of \$250,000. Such application may be presented, at the option of plaintiffs' attorneys, at or subsequent to the hearings on the Settlement. The defendants have agreed to pay or cause to be paid such fees and expenses within these limits as may be awarded by the Chancery Court to plaintiffs' counsel. Any award of fees or disbursements by the Chancery Court pursuant hereto shall be conditional upon the approval of the Settlement and entry of an Order and Final Judgment by the Federal Court. No application will be made to the Federal Court for an award of counsel fees or disbursements;

(b) The defendants will take no position on (either for or against) the application for fees in the Chancery Court, provided that no other application for fees shall be made to the Chancery Court or the Federal Court by any member of the Class for an award of additional attorneys' fees and/or expenses. Any attorneys' fees and expenses so awarded by the Chancery Court to plaintiffs' attorneys shall not be payable unless and until the Final Judgments in the Chancery Action and the Federal Action shall be finally affirmed on appeal or, by lapse of time or otherwise, shall not be subject to appeal.

4. It is an express condition of the Settlement that both the Chancery Action and the Federal Action be dismissed with prejudice as to the Class. Unless approval of both Courts is granted, the Settlement may be terminated by the parties.

5. Class members who owned shares of CGA common stock of record at the time that such shares were converted into the right to receive \$13.00 per share in cash on November 2, 1984 may seek exclusion from the Class as described below under the heading REQUESTS FOR EXCLUSION FROM THE CLASS.

The Hearings

Pursuant to an Order of the Chancery Court dated May 8, 1985, a hearing (the "Chancery Settlement Hearing") will be held on July 3, 1985 at 11:00 A.M. (DST) before the Honorable Carolyn Berger, in the Public Building, 11th and King Streets, Wilmington, Delaware 19801, for the purpose of determining whether the proposed Settlement is fair, reasonable and adequate and whether it should be approved by the Chancery Court and the Chancery Action dismissed on the merits and with prejudice as provided above, and, if plaintiffs' attorneys so elect, for the purpose of considering plaintiffs' attorneys' application for fees and expenses. The Chancery Settlement Hearing may be adjourned from time to time by the Chancery Court at the Chancery Settlement Hearing or at any adjourned session thereof without further notice.

Pursuant to an Order of the Federal Court dated May 8, 1985, a hearing (the "Class Certification Hearing") will be held on June 14, 1985 at 2:00 P.M. (DST) before the Honorable Caleb M. Wright, in the J. Caleb Boggs Building, 844 King Street, Wilmington, Delaware 19801. At the hearing any member of the class who believes that the class representatives will not fairly and adequately protect the interests of the class, or who objects to the certification of the class for any other reason, may appear in person or by his attorney to present such objection. Class members objecting to the certification of the class may appear at the Class Certification Hearing even if they later elect to be excluded from the final settlement. Any class member objecting to the certification of the class may submit written objections, provided that these are filed with the Court, together with copies of all papers and briefs to be submitted by him to the Court at the hearing, at least three (3) days prior to the Class Certification Hearing, and showing the proof of service of a copy thereof upon Joseph A. Rosenthal, Esquire of Morris and Rosenthal, P.A., One Customs House Square, P.O. Box 1070, Wilmington, Delaware 19899; and A. Gilchrist Sparks, III, Esquire of Morris, Nichols, Arsht & Tunnell, 1105 N. Market Street, P.O. Box 1347, Wilmington, Delaware 19899.

Pursuant to the Order of the Federal Court, a separate hearing (the "Federal Settlement Hearing") will be held on July 3, 1985 at 3:00 P.M. (DST) before the Honorable Caleb M. Wright, in the J. Caleb Boggs Building, 844 King Street, Wilmington, Delaware 19801, for the purpose of determining whether the proposed Settlement is fair, reasonable and adequate and whether it should be approved by the Federal Court and the Federal Action dismissed on the merits and with prejudice as provided above. Both the Class Certification Hearing and the Federal Settlement Hearing may be adjourned from time to time by the Federal Court at the hearings or at any adjourned session thereof without further notice.

Any member of the Class who does not seek exclusion as described below may appear in person or by his attorney at either settlement hearing and show cause, if any he has, why the proposed Settlement should not be approved and the action should not be dismissed on the merits and with prejudice and/or appear at the Chancery Settlement Hearing and present any opposition to the application of plaintiffs' attorneys for fees and expenses, provided that no such person shall

be heard, except by special permission of the Court in which his objection is made, unless his objection or opposition is made in writing and is filed with such Court, together with copies of all papers and briefs to be submitted by him to the Court at the hearing, at least ten (10) days prior to the first settlement hearing, and showing due proof of service of a copy thereof upon Joseph A. Rosenthal, Esquire, of Morris and Rosenthal, P.A., One Customs House Square, P.O. Box 1070, Wilmington, Delaware 19899; and A. Gilchrist Sparks, III, Esquire, of Morris, Nichols, Arshnt & Tunnell, 1105 N. Market Street, P.O. Box 1347, Wilmington, Delaware 19899. Any member of the Class who does not make his objection in the manner provided shall be deemed to have waived such objection and shall be forever foreclosed from making any objection to the fairness or adequacy of the proposed Settlement or to the request of plaintiffs' attorneys for fees and expenses.

Requests for Exclusion from the Class

Any member of the Class who owned shares of CGA common stock of record at the time such shares were converted into the right to receive \$13.00 in cash on November 2, 1984 may request exclusion from the Class in writing. Members of the Class who owned shares of CGA common stock beneficially but not of record at the time such shares were converted into the right to receive \$13.00 in cash on November 2, 1984 may request exclusion from the Class in writing through the corresponding record owner of the shares or directly. Any direct request for exclusion made by a former beneficial owner who did not own shares of record must (i) include a statement of the identity of the record owner of such shares at the time they were converted into the right to receive \$13.00 in cash on November 2, 1984 and (ii) be accompanied by proof that at the time of such conversion on November 2, 1984 the person seeking exclusion was the beneficial owner of all shares as to which exclusion is sought.

Any person properly requesting exclusion will not be bound by the Judgments entered in the actions, will not be entitled to receive a distribution from the Settlement Amount if the Settlement is approved, and will not be entitled to object to the Settlement at the Chancery Settlement Hearing or the Federal Settlement Hearing. Beneficial owners will be bound by requests for exclusion by the record owners of their shares. Class members may not request exclusion from the Class in one of the actions only, but must elect to be excluded from the Class in both the Chancery Action and the Federal Action or remain a member of the Class in both actions. Requests for exclusion shall be ineffective if made for less than all shares which were owned by the beneficial owner of the shares at the time such shares were converted into the right to receive \$13.00 per share in cash on November 2, 1984. Record owners of shares which were beneficially owned by other persons may request exclusion for all shares which were beneficially owned at the time such shares were converted into the right to receive \$13.00 per share in cash on November 2, 1984 by each such other person. The Final Judgments entered in these actions will include and be binding upon all members of the Class who do not properly request exclusion.

Written requests for exclusion should be mailed to:

CGA LITIGATION
P.O. Box 92
Wilmington, Delaware 19899

Such requests *must* be received no later than June 24, 1985. Any request for exclusion (i) must state that exclusion is requested from the Class in both *Behrens v. CGA Computer, Inc.*, C.A. No. 7655, pending in the Chancery Court, and in *Davis v. CGA Computer, Inc.*, C.A. No. 84-568, pending in the Federal Court, (ii) must identify the record owner of the shares as to which exclusion is sought and his address, (iii) must state the number of CGA shares which were owned by the beneficial owner, on whose behalf exclusion is requested, at the time such shares were converted into the right to receive \$13.00 per share in cash on November 2, 1984, and (iv) must be signed by a person duly authorized to request such exclusion. Requests for exclusion not made in accordance with the procedures described in this Notice shall be deemed ineffective.

If proper requests for exclusion are made on behalf of more than 100,000 shares of CGA common stock, then the defendants will have the right to terminate the Settlement.

Examination of Papers and Inquiries

For a more detailed statement of the matters involved in the above entitled action, reference may be made to the pleadings, to the Stipulation and Agreement of Compromise and Settlement, and other papers filed in the Chancery Action, all of which may be inspected at the Office of the Register in Chancery in the Public Building, 11th and King Streets, Wilmington, Delaware 19801, during business hours, and to the pleadings, Stipulation and Agreement of Compromise and Settlement and other papers filed in the Federal Action, which may be examined at the Office of the Clerk of the Federal Court, J. Caleb Boggs Building, 844 King Street, Wilmington, Delaware 19801, during business hours. Any questions concerning this Settlement may be directed to Joseph A. Rosenthal, Esquire, of Morris and Rosenthal, P.A., One Customs House Square, P.O. Box 1070, Wilmington, Delaware 19899 or to Leonard Barrack, Esquire, of Barrack, Rodos & Bacine, Suite 2100, 1845 Walnut Street, Philadelphia, Pennsylvania 19103.

This notice is given with the approval and at the direction of the Chancery Court and the Federal Court.

HONORABLE CAROLYN BERGER
Vice-Chancellor
Court of Chancery of the State of Delaware
in and for New Castle County

HONORABLE CALEB M. WRIGHT
United States District Judge
United States District Court
for the District of Delaware

Dated: May 14, 1985

IN THE
COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

HERBERT BEHRENS, JOSEPH E. KOVACS, MARK J. LEWIS,
RICHARD A. DAVIS, WILLIAM WEINBERGER and ALFRED
G. GILLIS,

Plaintiffs,

v.

CGA COMPUTER, INC., BERNARD M. GOLDSMITH, III,
ROBERT J. SYWOLSKI, JOEL M. HANDEL, THOMAS F.
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Defendants.

C.A. No. 84-568/CMW

STIPULATION AND AGREEMENT
OF COMPROMISE AND SETTLEMENT

The named parties to the above-captioned actions, by and through their respective attorneys, propose the following Stipulation and Agreement of Compromise and Settlement (the "Stipulation" or the "Settlement") for the Courts' approval:

WHEREAS:

(A) On or about June 7, 1984, CGA Computer, Inc. ("CGA") announced that a group of investors (the "investor group") including Bernard M. Goldsmith ("Goldsmith"), CGA's Chairman of the Board and Chief Executive Officer, General Atlantic Corporation and others proposed to acquire, for \$13.00 per share, all the outstanding public shares of CGA.

(B) On June 11, 1984, Herbert Behrens filed a class action in the Court of Chancery of the State of Delaware in and for New Castle County (the "Chancery Court") against CGA and General Atlantic Corporation, and against Goldsmith, Robert J. Sywolski, Joel M. Handel, Thomas F. Kearns and F. Philip Handy (hereinafter, the "individual defendants"). This complaint, C.A. No. 7655, requesting injunctive and monetary relief, charged that the defendants were engaged in a scheme to deprive CGA stockholders of a continued investment in CGA at a fraudulently low and unfair price which would capture for the investor group CGA's expanding revenues and that this constituted a breach of the individual defendants' fiduciary duties. Additionally, it claimed that the announcement of the proposed acquisition capped the market for CGA shares, that no arm's-length negotiations had occurred or independent appraisals of CGA had been obtained, that the individual defendants had conflicts of interest in voting for the proposed acquisition and that the individual defendants failed to examine other avenues which could result in a higher price for CGA's stock or pursue other bidders who might be willing to offer a higher price for CGA.

(C) On June 20, 1984, Joseph E. Kovacs filed a class action, C.A. No. 7664, in the Chancery Court against the same defendants seeking injunctive and monetary relief and alleging substantially the same claims as alleged in the Behrens action.

(D) On July 25, 1984, CGA announced that it had reached a definitive agreement on a plan for the Company to be acquired for \$13.00 a share. Under this plan, CGA would be acquired by the investor group.

(E) On July 27, 1984, Mark J. Lewis filed a class action, C.A. No. 7698, seeking injunctive and monetary relief, again in the Chancery Court, against the same defendants sued by Behrens and Kovacs. Lewis' complaint contained substantially the same allegations as the Behrens complaint.

(F) On October 10, 1984, Richard A. Davis filed in the United States District Court for the District of Delaware (the "Federal Court") a class action on behalf of all stockholders of record as of September 17, 1984, the record date for determining those entitled to vote at the CGA annual meeting scheduled for November 2, 1984, at which the proposed acquisition of CGA by the investor group was to be put to a vote of the CGA stockholders (the "Federal Action"). The suit was filed against CGA and against the individual defendants named in the three Chancery Court actions. The Complaint alleged that the defendants violated federal securities laws and state law by (i) failing to disclose, among other things, that they were pursuing a fraudulent scheme which would deprive CGA's stockholders of a fair price for their stock and continued equity participation, and that they were engaged in illegal conduct by not seeking a better price for CGA, and by (ii) deceiving the stockholders by including false statements in proxy materials disseminated to stockholders.

(G) On October 9, 1984, pursuant to an Order of the Chancery Court, the Behrens, Kovacs and Lewis actions were consolidated for all purposes. (These actions are hereinafter collectively referred

to as the "Chancery Action.") Pursuant to that Order, William Weinberger and Alfred Gillis were granted leave to intervene as party plaintiffs.

(H) At CGA's annual meeting on November 2, 1984, the stockholders of CGA approved the proposed acquisition of the Company by the investor group. Thereafter, on November 2, 1984, the acquisition was consummated by the merger of CGA with CGA Acquisition, Inc. (an entity controlled by the investor group) resulting in the surviving corporation, CGA Computer, Inc., becoming a privately-owned company.

(I) On March 18, 1985, pursuant to the October 9, 1984 Order of the Chancery Court, plaintiffs in the Chancery Action filed a consolidated amended complaint alleging a cause of action incorporating the allegations of the three Chancery Court suits. Essentially, this consists of claims that the merger was unfair in that the public shareholders were thereby deprived of their investment in CGA and all of its future profitability and growth and received inadequate consideration in return for their investment; that the consideration was so inadequate as to constitute a fraud upon the members of the class and a breach of the fiduciary duties that the individual defendants owed to the public common stockholders; that the proposed transaction did not result from arm's-length negotiations and was not based upon any independent evaluation of the current value of CGA's shares, assets, or business; that the directors of CGA were not independent and had conflicts of interest with respect to the merger; that the defendants have sought to benefit themselves at the expense of the members of the class; that the defendants have not taken adequate steps to obtain the highest price for CGA's public stockholders; that the awareness by the investing market of the dominance and control exerted by the individual defendants and the announcement of the proposed merger placed an artificial ceiling on the market price of CGA's stock; that the defendants have participated in the perpetration of a fraud upon the members of the class; and that they have aided and abetted each other in the breach of their respective fiduciary duties to the class.

(J) The consolidated amended complaint also asserts a cause of action under Delaware law based upon the same operative facts and similar legal principles as the claims alleged in the Federal Action. Additionally, plaintiff in the Federal Action was added, by the consolidated amended complaint, as a party plaintiff to the Chancery Action.

(K) Plaintiffs, by their attorneys, have made a thorough investigation into the allegations giving rise to both the Chancery Action and the Federal Action. Plaintiffs' attorneys have examined numerous documents, including documents created by the investor group in anticipation of the bid for CGA and internal corporate documents which relate to the Company's value. They have taken the depositions of the Chief Executive Officer of CGA and the independent investment banker who opined on the fairness of the challenged transaction. Plaintiffs' attorneys have also conducted detailed studies of the law relating to the matters set forth in the Chancery Action and the Federal Action. Having made such investigation, and in light of the facts developed in the discovery and considering the applicable law, plaintiffs and their attorneys have concluded that: (i) while it is alleged that the individual defendants acted in breach of their fiduciary duty in approving the merger and that false and misleading disclosures were made in connection with the merger, there is a substantial risk that, at trial, plaintiffs will be unable to prove such allegations; (ii) under all the circumstances the pro rata distribution of an additional \$750,000 for the benefit of the former stockholders of CGA described below will be fair and adequate and serves the purpose sought by the litigation and would be in the

best interests of the former stockholders; and (iii) under all the circumstances, further prosecution of the Chancery Action or the Federal Action would not be in the best interests of the former stockholders of CGA. Plaintiffs' attorneys have conducted arm's-length negotiations with representatives of CGA and the other defendants, with a view to settling the issues in dispute and achieving the best means for effectuating relief consistent with the interests of the class. The Settlement provided for herein is the result of such negotiations and the plaintiffs consider it desirable and in the best interests of the class to settle the Chancery Action and the Federal Action in the manner and upon the terms and conditions hereinafter set forth. Having concluded that such terms and conditions are fair, reasonable and beneficial to and in the best interests of plaintiffs and the members of the class, plaintiffs have agreed to settle, pursuant to the terms and provisions of the Settlement, after considering the benefits that the plaintiffs and the other members of the class will receive from such Settlement, the attendant risks of litigation, and the conclusion of plaintiffs' attorneys that the Settlement herein provided is fair, reasonable, adequate and in the best interests of plaintiffs and members of the class.

(L) Notwithstanding defendants' vigorous denial of any and all liability in either action, defendants consider it desirable that the Chancery Action and the Federal Action both be settled and dismissed because such settlement and dismissal (i) will avoid the substantial expense, inconvenience and distraction which continued litigation would inevitably engender, and (ii) will finally put to rest the claims raised in the Chancery Action and the Federal Action. The defendants therefore have determined that they will settle both actions for a total of \$750,000, to be distributed pro rata, on a per share basis, among former stockholders of record of CGA whose shares of CGA common stock were, by virtue of the merger of CGA with CGA Acquisition, Inc. on November 2, 1984, converted into the right to receive \$13.00 per share in cash, excluding (i) shares which were held directly or indirectly by CGA Acquisition, Inc. or in the treasury of CGA; (ii) shares which were owned, directly or beneficially, by any of the defendants; and (iii) shares which are excluded pursuant to a request for exclusion from the Class duly made pursuant to the terms of this Stipulation.

IT IS HEREBY STIPULATED AND AGREED, by and among the named parties by their attorneys, subject to the approval of the Chancery Court, pursuant to Rule 23 of the Chancery Court, and of the Federal Court, pursuant to Rule 23 of the Federal Rules of Civil Procedure, that all claims that are or could have been asserted by plaintiffs or any member of the class, as hereinafter defined, or any of their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors or assigns whether directly, representatively, derivatively or in any other capacity, against any of the defendants, or against any of their present or former officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, partners, successors or assigns, in connection with or that arise now or hereafter out of the Chancery Action, the Federal Action, the merger of CGA and CGA Acquisition, Inc., or this Settlement (except for compliance with the Settlement) or any matters, transactions or occurrences referred to in the complaints or the Stipulation, whether or not presently known (hereinafter collectively referred to as the "Settled Claims") shall be dismissed on the merits and with prejudice and shall be settled and compromised, in the manner and upon the terms and conditions herein set forth:

1. For purposes of this Settlement only, the Chancery Action and the Federal Action shall be maintained and proceed as class actions on behalf of a class (the "Class") consisting of all

former record or beneficial stockholders of CGA whose shares of CGA common stock were, by virtue of the merger of CGA and CGA Acquisition, Inc. on November 2, 1984, converted into the right to receive \$13.00 per share in cash, excluding (i) shares which were held directly or indirectly by CGA Acquisition, Inc. or in the treasury of CGA; and (ii) shares which were owned, directly or beneficially, by defendants Bernard M. Goldsmith, III, Robert J. Sywolski, Joel M. Handel, Thomas F. Kearns, F. Philip Handy or General Atlantic Corporation.

For purposes of the Settlement only, the named plaintiffs shall be the Class representatives, and Joseph A. Rosenthal, Esquire, of Morris & Rosenthal, P.A., One Customs House Square, P.O. Box 1070, Wilmington, Delaware 19899, Leonard Barrack, Esquire, of Barrack, Rodos & Bacine, 1845 Walnut Street, Philadelphia, Pennsylvania 19103, Philip Jones, Esquire, of Wolf Popper Ross Wolf & Jones, 845 Third Avenue, New York, New York 10022, Arthur N. Abbey, Esquire, of Abbey & Ellis, 212 East 39th Street, New York, New York 10017, and Bertram Bronzaft, Esquire, of Garwin, Bronzaft & Gerstein, 1501 Broadway, New York, New York 10036 shall be Class counsel.

2. The defendants agree to pay in settlement a total of \$750,000 (the "Settlement Amount"), to be distributed pro rata, on a per share basis, and in accordance with Paragraph 3 hereof, among former stockholders of record of CGA whose shares of common stock were, by virtue of the merger of CGA and CGA Acquisition, Inc. on November 2, 1984, converted into the right to receive \$13.00 per share in cash, excluding (i) shares which were held directly or indirectly by CGA Acquisition, Inc. or in the treasury of CGA; (ii) shares which were owned, directly or beneficially, by defendants Bernard M. Goldsmith, III, Robert J. Sywolski, Joel M. Handel, Thomas F. Kearns, F. Philip Handy or General Atlantic Corporation; and (iii) shares which are excluded pursuant to a request for exclusion from the Class duly made pursuant to the terms of this Stipulation.

3. The Settlement Amount shall be distributed as follows:

(a) Within thirty days after Final Judgment has been entered in both the Chancery Action and the Federal Action, dismissing such actions with prejudice, and such Final Judgments have been both affirmed on appeal or, by lapse of time or otherwise, are both not subject to appeal, CGA: (i) shall set aside \$750,000, without interest, to be accounted for on the books and records of CGA separate from all other funds; (ii) shall ascertain the total number of shares qualified to receive payment from the Settlement Amount ("qualified shares") by subtracting those shares excluded from participation in the Settlement Amount pursuant to Paragraph 2 above from the total number of CGA common shares outstanding on November 2, 1984; (iii) shall determine the amount each qualified share will receive from the Settlement Amount by dividing the total number of qualified shares into the Settlement Amount and rounding the quotient to the lowest hundredth of a cent; (iv) shall determine the amount each recordholder of qualified shares ("qualified stockholders") is to receive by multiplying the number of his qualified shares by the amount determined pursuant to (iii) and rounding this amount to the lowest cent; and (v) shall issue and mail, first class postage prepaid, checks representing the amount determined pursuant to (iv) above to each qualified former stockholder of record at the most current address for each which CGA

possesses. No additional mailings or notice of qualified stockholders' rights to disbursements shall be required.

(b) Any unclaimed amount represented by checks returned to CGA after the mailing made pursuant to Paragraph 3(a) hereof, along with any Settlement Amount remaining on the books and records of CGA after the mailing, shall remain set aside separately on the books and records of CGA and shall not be subject to the accrual of interest. At the expiration of the 90-day period subsequent to the mailing, CGA shall file with the Chancery Court and the Federal Court a report setting forth the total amount of the Settlement Amount disbursed and the total amount not disbursed or unclaimed. Disposition of any undisbursed or unclaimed amount, if any, will be made only upon further Orders of the Chancery Court and the Federal Court.

4. The parties contemporaneously herewith have agreed upon forms of Orders providing for certification of the Chancery Action and the Federal Action as class actions in accordance with Paragraph 1 hereof, the establishment of dates for hearings on the fairness, reasonableness and adequacy of the Settlement (the "Settlement Hearings") and the method of giving notice of the Settlement and Hearings. A copy of the forms of such Orders are attached as Exhibits A and B. As soon as practicable after this Stipulation has been executed, the parties shall jointly move the Courts for entry of said Orders. Upon entry of the Orders establishing the dates for the Settlement Hearings, the defendants shall cause, pursuant to the terms of such Orders, a joint notice in the Chancery Action and the Federal Action to be mailed to all former CGA stockholders of record whose shares of CGA common stock were, by virtue of the merger of CGA and CGA Acquisition, Inc. on November 2, 1984, converted into the right to receive \$13.00 per share in cash. At the Settlement Hearings, all parties to the Settlement shall urge the Courts to approve the Settlement and dismiss the Chancery Action and the Federal Action with prejudice to the plaintiffs and the Class as set forth in Paragraphs 5 and 6 below.

5. If the Settlement (including any modification thereto made with the consent of the parties) shall be approved by the Chancery Court, following a hearing, the parties shall jointly request the Chancery Court to enter, conditional upon entry of an Order and Final Judgment in the Federal Action, an Order and Final Judgment:

(a) approving the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

(b) dismissing the Chancery Action on the merits as to all defendants and all of their present and former officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, partners, successors and assigns, with prejudice against the plaintiffs, the members of the Class, and their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors and assigns, without costs except as hereinafter provided, such dismissal to be subject to compliance by the parties with the terms and conditions of the Settlement and any Order of the Chancery Court with reference to the Settlement;

(c) permanently barring and enjoining all members of the Class, their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors and assigns, either

directly, representatively, derivatively or in any other capacity, from instituting or prosecuting any other action asserting any of the Settled Claims, excluding any claims exclusively within the Federal Court's jurisdiction, including without limitation actions challenging the propriety of this Settlement or any action taken by defendants in connection therewith;

(d) approving the mechanism established and means to be employed for the distribution of the Settlement Amount;

(e) awarding such attorneys' fees and expenses upon plaintiffs' application as the Chancery Court, in its discretion, deems just; and

(f) reserving jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and plaintiffs' application for attorneys' fees and expenses.

6. If the Settlement (including any modification thereto made with the consent of the parties) shall be approved by the Federal Court, following a hearing, the parties shall jointly request the Federal Court to enter, conditional upon entry of an Order and Final Judgment in the Chancery Action, an Order and Final Judgment:

(a) approving the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

(b) dismissing the Federal Action on the merits as to all defendants and all of their present and former officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, partners, successors and assigns, with prejudice as against the plaintiffs, the members of the Class, and their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors and assigns, without costs except as hereinafter provided, such dismissal to be subject to compliance by the parties with the terms and conditions of the Settlement and any Order of the Federal Court with reference to the Settlement;

(c) permanently barring and enjoining all members of the Class, their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors and assigns, either directly, representatively, derivatively or in any other capacity, from instituting or prosecuting any other action asserting any of the Settled Claims, including without limitation actions challenging the propriety of this Settlement or any action taken by defendants in connection therewith;

(d) approving the mechanism established and means to be employed for the distribution of the Settlement Amount; and

(e) reserving jurisdiction over all matters related to the administration and consummation of the terms of this Settlement.

7. (a) If the terms of this Settlement shall be approved by the Chancery Court, plaintiffs' attorneys in the Chancery Action collectively will apply to the Chancery Court for an award of attorneys' fees and expenses not to exceed \$250,000. Such applications may be presented, at the option of plaintiffs' attorneys, at or subsequent to the Settlement Hearing in Chancery Court.

In addition to paying the Settlement Amount, the defendants have agreed to pay or cause to be paid such fees and expenses within these limits as may be awarded by the Chancery Court to plaintiffs' counsel. Any award of fees or disbursements by the Chancery Court pursuant hereto shall be conditional upon the approval of the Settlement and entry of an Order and Final Judgment by the Federal Court. No application will be made to the Federal Court for an award of counsel fees or disbursements.

(b) The defendants will take no position (either for or against) on such application for counsel fees and disbursements in the Chancery Court; provided, however, that no other application be made to the Federal Court or the Chancery Court by any member of the Class for an award of additional attorneys' fees and/or expenses. Any attorneys' fees and expenses awarded by the Chancery Court to the plaintiffs' attorneys shall not be payable unless and until the Final Judgments in both the Chancery Action and the Federal Action shall be finally affirmed on appeal or, by the lapse of time or otherwise, shall not be subject to appeal. Except as provided in this Stipulation, defendants, their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, partners, successors and assigns shall bear no other expenses, costs, damages or fees incurred by any named plaintiffs, by any member of the Class, or by any of their attorneys, experts, advisors, agents or representatives.

8. This Settlement is subject to and conditional upon the approval of both the Chancery Court and the Federal Court after Court-approved notice to the Class and hearings as referred to in Paragraph 4 hereof.

9. Any member of the Class who held shares of CGA Common Stock of record at the time such shares were converted into the right to receive \$13.00 per share in cash on November 2, 1984 (hereinafter, the "qualifying time") shall be excluded from the Class if such person requests exclusion in writing, such request to be submitted in the manner set forth in this paragraph and received no later than ten (10) days prior to the first Settlement Hearing. Persons who owned common stock of CGA beneficially but not of record at the qualifying time may request exclusion (i) through the corresponding record owner or (ii) directly, by supplying proof of ownership and the identity of the corresponding record owner with the request for exclusion. Any person duly requesting exclusion will not be bound by the Final Judgments entered in these Actions. However, persons duly requesting exclusion will not be entitled to receive a distribution from the Settlement Amount if the Settlement is approved. The Final Judgments entered in these Actions will include and be binding upon all members of the Class who do not duly request exclusion as aforesaid. All requests for exclusion shall be mailed to CGA LITIGATION, P.O. Box 92, Wilmington, Delaware 19899, shall state that the former shareholder seeks exclusion with respect to both the Chancery Action and the Federal Action, shall set forth the identity of the record owner at the qualifying time of the shares as to which exclusion is sought and his address, shall state the total number of CGA shares which were owned, at the qualifying time, by the beneficial owner of shares on whose behalf exclusion is being sought, and shall be signed by a person duly authorized to request exclusion, or they shall not be effective. Any request for exclusion which states that exclusion is sought in either the Chancery Action or the Federal

Action, but not both, shall be ineffective. Members of the Class may not seek exclusion for less than all of their shares; provided, however, that record owners of shares which were beneficially owned by other persons may request exclusion for all shares which were beneficially owned at the qualifying time by each such other person. The beneficial or record owner of any shares as to which a request for exclusion is properly submitted may not object to the Settlement or otherwise participate at the Settlement Hearings.

10. In the event that in excess of 100,000 shares of CGA common stock are excluded from the Class pursuant to Paragraph 9 hereof, the defendants may, at their option at any time prior to the Settlement Hearing in the Chancery Court or the Federal Court, whichever is the first to occur, terminate the Settlement and this Stipulation.

11. This Stipulation and all negotiations and papers related to it, and any proceedings in connection with the Settlement, whether or not the Settlement is consummated, are not and shall not be construed to be evidence of, or an admission by, any of the parties respecting the validity or invalidity of any of the claims asserted in the complaint or of defendants' liability with respect to any such claim, or of any wrongdoing by them whatsoever, and shall not be offered for admission as evidence of such liability or wrongdoing or lack thereof.

12. The administration of the Settlement as provided herein shall be under the authority of the Chancery Court and the Federal Court.

13. Without further Order of the Chancery Court or the Federal Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

14. The Settlement may be amended or any of its provisions waived by a writing executed by the signatories hereto.

15. In the event that (i) either the Chancery Court or the Federal Court declines to enter the Order and Final Judgment or any part thereof as provided for herein, or any one of the parties hereto fails to consent to the entry of alternate forms of Order and Final Judgment in lieu thereof; or after consent by all the parties to such alternate forms of Order and Final Judgment, either Court declines to enter such alternate forms of Order and Final Judgment; (ii) any conditions to the Settlement are not satisfied or the Settlement becomes subject to termination pursuant to Paragraph 10 hereof, or the Chancery Court or Federal Court denies certification of the Class for settlement purposes; (iii) the Chancery Court or the Federal Court disapproves this Settlement, including any amendments hereto, and such disapproval becomes final by reason of its affirmation on appeal or lapse of time or otherwise; or (iv) the Courts both approve this Settlement, including any amendments hereto, but any such judgment and approval is finally reversed on appeal, this Settlement shall be voidable by any party, and the Orders to be entered pursuant to Paragraph 4 thereof and the Judgments to be entered pursuant to Para-

graphs 5 and 6 hereof shall be vacated upon submission of an appropriate stipulation by the parties.

MORRIS & ROSENTHAL, P.A.

By /s/ J. A. ROSENTHAL BY NMM

and

BARRACK, RODOS & BACINE

WOLF POPPER ROSS WOLF & JONES

ABBAY & ELLIS

and

GARWIN, BRONZAFIT & GERSTEIN

On Behalf of All Plaintiffs

MORRIS, NICHOLS, ARSHT & TUNNELL

By /s/ MICHAEL HOUGHTON

and

WACHTELL, LIPTON, ROSEN & KATZ

and

BAER, MARKS & UPHAM

On Behalf of All Defendants

May 7, 1985

IN THE
COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

HERBERT BEHRENS, JOSEPH E. KOVACS, MARK J. LEWIS,
RICHARD A. DAVIS, WILLIAM WEINBERGER and ALFRED
G. GILLIS

Plaintiffs,

v.

CGA COMPUTER, INC., BERNARD M. GOLDSMITH, III,
ROBERT J. SYWOLSKI, JOEL M. HANDEL, THOMAS F.
KEARNS, F. PHILIP HANDY and GENERAL ATLANTIC
CORPORATION,

Defendants.

CONSOLIDATED
CIVIL ACTION NO. 7655

ORDER

The parties in the captioned action (the "Chancery Action") have moved the Court for an Order pursuant to Rule 23 determining that for purposes of this settlement the Chancery Action may be maintained as a class action and determining certain other matters in connection with the proposed settlement of the Chancery Action in accordance with the Stipulation and Agreement of Compromise and Settlement, dated May 7, 1985 (the "Stipulation" or the "Settlement"), which the parties entered into, including the dismissal with prejudice of the Chancery Action upon the terms and conditions set forth in the Settlement.

Now, upon such motion and after consideration of the Stipulation, IT IS HEREBY ORDERED this 8th day of May, 1985 that:

I. For purposes of settlement only, the Chancery Action shall be maintained as a class action pursuant to Court of Chancery Rules 23(a) and 23(b)(3) on behalf of a class (the "Class") consisting of all former record or beneficial stockholders of CGA Computer, Inc. ("CGA") common stock whose shares of CGA common stock were, by virtue of the merger of CGA and CGA Acquisition, Inc. on November 2, 1984, converted into the right to receive \$13.00 per share in cash, excluding (i) shares which were held directly or indirectly by CGA Acquisition, Inc. or in the treasury of CGA; and (ii) shares which were owned, directly or beneficially, by defendants Bernard M. Goldsmith, III, Robert J. Sywolski, Joel M. Handel, Thomas F. Kearns, F. Philip Handy or General Atlantic Corporation.

For purposes of the Settlement only, the named plaintiffs shall be the Class representatives, and Joseph A. Rosenthal, Esquire, of Morris and Rosenthal, P.A., One Customs House Square, P.O. Box 1070, Wilmington, Delaware 19899, Leonard Barrack, Esquire, of Barrack, Rodos & Bacine,

Suite 2100, 1845 Walnut Street, Philadelphia, Pennsylvania 19103, Philip Jones, Esquire, of Wolf Popper Ross Wolf & Jones, 845 Third Avenue, New York, New York 10022, Arthur N. Abbey, Esquire, of Abbey & Ellis, 212 East 39th Street, New York, New York 10017, and Bertram Bronzaf, Esquire, of Garwin, Bronzaf & Gerstein, 1501 Broadway, New York, New York 10036 shall be Class counsel.

2. A hearing shall be held on July 3, 1985, at 11:00 a.m. (D.S.T.) before the Court in the Public Building, 11th and King Streets, Wilmington, Delaware 19801 (the "Settlement Hearing") for the following purposes: (i) to determine whether or not the Settlement of the Chancery Action is fair, reasonable and adequate and should be approved by the Court; (ii) to determine whether or not an Order and Final Judgment should be entered in the Chancery Action pursuant to the proposed Settlement, *inter alia*, dismissing the Chancery Action as to all defendants and with prejudice against the plaintiffs and all other members of the Class; (iii) if the Settlement is approved, to receive an application for an award of fees and expenses to plaintiffs' attorneys in the Chancery Action; and (iv) to rule on such other matters as the Court may deem appropriate.

3. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof without further notice other than by the announcement at the Settlement Hearing or any adjournment thereof.

4. The Court reserves the right to approve the Settlement without modification or with such modification as may be agreeable to the parties, without further notice to the Class.

5. CGA, at its expense, shall mail a notice of the Settlement and the Settlement Hearing in substantially the form annexed hereto as Exhibit A (the "Notice") within seven (7) days after the entry of this Order to all persons (excluding defendants) who owned, of record, the common stock of CGA, as shown on the stock records or register maintained by or on behalf of CGA as of November 2, 1984, whose shares of common stock were, by virtue of the merger of CGA and CGA Acquisition, Inc. on November 2, 1984, converted into the right to receive \$13.00 per share in cash. Furthermore, CGA shall use reasonable efforts to give notice to beneficial owners of such shares of CGA common stock by making available upon request additional copies of the Notice to any record holder requesting such a copy for the purpose of distribution to such beneficial owners.

6. The form and method of notice specified herein is the best notice practicable and shall constitute due and sufficient notice of the Settlement Hearing and other matters referred to in the Notice to all persons entitled to receive such notice, and CGA shall at or before the Settlement Hearing file proof of mailing of the Notice and its compliance with all other provisions of Paragraph 5 hereof.

7. Any member of the Class who does not duly request exclusion from the Class and who objects to the Settlement or the judgment to be entered in the Chancery Action, or who wishes to be heard with reference to the plaintiffs' application for attorneys' fees or expenses or any other matter, may appear in person or by his attorneys at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no person other than the named plaintiffs and the named defendants to the Chancery Action shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such person shall be received and considered by the Court (unless the Court in its discretion shall otherwise direct upon application of any such person and for

good cause shown), unless at least ten (10) days prior to the Settlement Hearing (i) a notice of intention to appear, (ii) a statement of such person's objections to any matter before the Court and (iii) the grounds therefor or any reasons for such person desiring to appear and to be heard, as well as all documents or writings which such person desires the Court to consider, shall be filed by such person with the Register in Chancery and, on or before such filing, shall be served upon the following counsel:

Joseph A. Rosenthal, Esquire
Morris and Rosenthal, P.A.
One Customs House Square
P.O. Box 1070
Wilmington, Delaware 19899

A. Gilchrist Sparks, III, Esquire
Morris, Nichols, Arsht & Tunnell
1105 N. Market Street
P.O. Box 1347
Wilmington, Delaware 19899

8. Unless the Court otherwise directs, no stockholder and no member of the Class or other person shall be entitled to object to the Settlement or to the Judgment to be entered herein, or otherwise to be heard, except by serving and filing written objections as described above. Any person who fails to object in the manner prescribed above shall be deemed to have waived such objection and shall be forever barred from raising such objection in this or any other action or proceeding.

9. Class members seeking exclusion from the Class may do so as set forth in the Stipulation and the Notice. The Court acknowledges that the Settlement may be terminated by defendants if in excess of 100,000 shares are excluded from the Class pursuant to requests for exclusion.

10. Pending final determination of whether or not the Settlement should be approved, plaintiffs, the members of the Class, and their officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, successors and assigns, either directly, representatively, derivatively, or in any capacity, shall not commence or prosecute any action asserting claims against any of the defendants or their present or former officers, directors, agents, attorneys, representatives, heirs, affiliates, subsidiaries, partners, successors or assigns which have been or could have been asserted in connection with, arising from or relating to, any of the matters or transactions referred to in the Chancery Action or in the Stipulation.

11. If the Settlement (including any modification thereto made with the consent of the parties) shall be approved by the Court, following a hearing, the Court will enter, conditional upon entry of an Order and Final Judgment in the Federal Action (as defined in the Stipulation), an Order and Final Judgment:

(a) approving the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

