IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CITY OF ROSEVILLE EMPLOYEES' RETIREMENT SYSTEM and SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY, derivatively on behalf of Oracle Corporation,	)	
Plaintiffs,	)	
v.	)	
LAWRENCE J. ELLISON, JEFFREY S. BERG, H. RAYMOND BINGHAM, MICHAEL J. BOSKIN, SAFRA A. CATZ, BRUCE R. CHIZEN, GEORGE H. CONRADES, HECTOR GARCIA-MOLINA, DONALD L. LUCAS, and NAOMI O. SELIGMAN,	)	Civ. A. No. 6900-VCP
Defendants,	)	
-and-	)	
ORACLE CORPORATION,	)	
Nominal Defendant.	)	

NOTICE OF PENDENCY OF DERIVATIVE ACTION, PROPOSED SETTLEMENT OF DERIVATIVE ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR

TO: ALL RECORD AND BENEFICIAL OWNERS OF ORACLE CORPORATION COMMON STOCK ("ORACLE STOCKHOLDERS")

THIS NOTICE IS GIVEN pursuant to an Order of the Court of Chancery of the State of Delaware (the "Court"), to inform you of a proposed settlement (the

"Settlement") in the above-captioned shareholder derivative action (the "Action"), which was brought derivatively on behalf of Oracle Corporation ("Oracle" or the "Company") by plaintiffs City of Roseville Employees' Retirement System ("Roseville") and Southeastern Pennsylvania Transportation Authority ("SEPTA" and, together with Roseville, "Plaintiffs"), against individual defendants Lawrence J. Ellison, Jeffrey S. Berg, H. Raymond Bingham, Michael J. Boskin, Safra A. Catz, Bruce R. Chizen, George H. Conrades, Hector Garcia-Molina, Donald L. Lucas, and Naomi O. Seligman (collectively, "Defendants"), in connection with the Company's acquisition of Pillar Data Systems, Inc. ("Pillar"). Plaintiffs, Defendants, and Oracle are collectively referred to in this Notice as the "Parties."

This Notice also informs you of a hearing (the "Settlement Hearing") to be held on August 12, 2014, at 10:00 a.m., Eastern Time, before The Honorable Donald F. Parsons, Jr. at the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, to: (a) determine whether Plaintiffs and their counsel ("Plaintiffs' Counsel") have adequately represented the interests of Oracle and its stockholders; (b) determine whether the Settlement on the terms and conditions set forth in the Stipulation and Agreement of Compromise, Settlement and Release, dated June 13, 2014 (the "Stipulation," a complete copy of which is attached as Exhibit 1) should be approved by the Court as fair, reasonable, adequate, and in the best interests of Oracle and its stockholders; (c) determine

whether final judgment should be entered dismissing the Action with prejudice, and releasing, barring, and enjoining prosecution of any and all Released Claims (as defined below); (d) consider an application by Plaintiffs' Counsel for an award of attorneys' fees and expenses; (e) hear and determine any objections to the Settlement and the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses; and (f) rule on such other matters as the Court may deem appropriate. The Court has reserved the right to adjourn or continue the Settlement Hearing, including consideration of the application by Plaintiffs' Counsel for attorneys' fees, without further notice to you other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice to you of any kind. ***Because this is a shareholder derivative action brought for the benefit of Oracle, no individual Oracle Stockholder has the right to receive any individual compensation as a result of the Settlement of this Action.***

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON THE STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES OR THE FAIRNESS OR ADEQUACY OF THE PROPOSED SETTLEMENT.

I. BACKGROUND OF THE ACTION

On June 29, 2011, in a Form 8-K filed with the United States Securities and Exchange Commission, Oracle announced that it had entered into an agreement and plan of merger dated as of June 29, 2011 (the "Merger Agreement") with Pillar Data Systems, Inc. ("Pillar Data" or "Pillar"), a data storage company, pursuant to which Oracle would acquire all of the issued and outstanding equity interests of Pillar in exchange for the right of Pillar's former stockholders and option holders to receive certain contingent cash merger consideration (the "Earn-Out"). Prior to Oracle's acquisition of Pillar (the "Transaction"), Pillar was majority-owned and controlled by Lawrence J. Ellison, Oracle's Chief Executive Officer and its largest individual stockholder. The Transaction was approved by the non-management directors on Oracle's Board of Directors (the "Board"), on the recommendation of the Board's Committee on Independence Issues (the "Independence Committee").

Pursuant to the Merger Agreement, Oracle did not pay anything up front for Pillar. Rather, the Merger Agreement provides that the Earn-Out, if any, shall be paid by Oracle to Mr. Ellison, certain of his affiliates, and/or the other stockholders and option holders of Pillar on or before November 30, 2014, and will equal an amount (if positive) in cash equal to the product of (i) the difference between (x) the Net Revenues recognized by Oracle from the Pillar Data Axiom Products

during only the last four (4) fiscal quarters of the Earn-Out Period minus (y) the Net Losses (if any) during the entire Earn-Out Period, multiplied by (ii) three (3).[1] At the time the Transaction was approved by Oracle's Board, the Independence Committee's financial advisor estimated the present value of the expected Earn-Out payment to be in the range of $325 million to $575 million, with $463 million being the midpoint of that range. Under the terms of the Merger Agreement, Mr. Ellison and/or certain of his affiliates are entitled to receive approximately the first $562 million of any Earn-Out payment.

On July 8, 2011, counsel for Roseville served on Oracle a demand to inspect certain corporate books and records pursuant to Section 220 of the Delaware General Corporation Law in connection with the Transaction.

On July 18, 2011, the Transaction closed.

On September 29, 2011, Roseville filed a shareholder derivative complaint on behalf of Oracle, against Defendants as well as Oracle directors Jeffrey O. Henley and Mark Hurd, alleging that the Transaction was not entirely fair to Oracle and asserting claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, waste and unjust enrichment.

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[1] The terms "Net Revenues," "Net Losses," "Pillar Data Axiom Products", and "Earn-Out Period" are defined in the Merger Agreement.

On October 14, 2011, counsel for SEPTA served on Oracle a demand to inspect certain corporate books and records pursuant to Section 220 of the Delaware General Corporation Law in connection with the Transaction.

On November 15, 2011, the Court entered an order which, among other things, permitted SEPTA to intervene as a plaintiff in the Action.

On January 13, 2011, Plaintiffs filed a First Amended Verified Shareholder Derivative Complaint.

On February 29, 2012, defendants in the Action and nominal defendant Oracle moved to dismiss the First Amended Verified Shareholder Derivative Complaint on the ground, among others, that Plaintiffs' claims were not ripe because, under the Earn-Out, the cash consideration to be paid by Oracle for Pillar, if any, would not be determined until the fall of 2014.

On August 22, 2012, the Court granted in part and denied in part the motions to dismiss. Among other things, the Court declined to dismiss the Action for lack of ripeness and permitted breach of fiduciary duty claims to proceed against Defendants. The Court dismissed all claims against Jeffrey O. Henley and Mark Hurd and dismissed Plaintiffs' claims for aiding and abetting, waste and unjust enrichment.

Following the Court's August 22, 2012 ruling, the Parties engaged in extensive fact and expert discovery. Plaintiffs reviewed more than 400,000 pages

of documents produced by Defendants, Oracle and certain third parties. Plaintiffs also deposed 13 individuals, including several Defendants, senior Oracle and Pillar executives, and representatives of the Independence Committee's advisors, Perella Weinberg Partners and Skadden, Arps, Slate, Meagher & Flom LLP. Plaintiffs and Defendants also exchanged five expert reports on behalf of three separate experts and conducted depositions of two of the experts.

On May 3, 2013, Plaintiffs filed a Second Amended Verified Shareholder Derivative Complaint (the "Complaint"), which is the operative complaint in the Action.

On June 14, 2013, Defendants moved for summary judgment on all claims against them.

On June 26, 2013, Oracle filed a Form 10-K with the United States Securities and Exchange Commission, which disclosed that Oracle estimated the current fair value of the Earn-Out liability to be zero—*i.e.*, that Oracle expected the Earn-Out payment to be zero.

On July 24, 2013, the Court granted a motion *in limine* by Plaintiffs to preclude Defendants from introducing at trial any post-closing evidence regarding the fact that Oracle expects the Earn-Out payment to be zero. The Court also declined to set a briefing schedule on Defendants' motion for summary judgment.

During the spring and summer of 2013, counsel for the Parties engaged in arm's-length discussions and negotiations regarding a potential resolution of the Action.

In September 2013, counsel for the Parties and certain of the insurance carriers that provide coverage applicable to the claims asserted in the Action (the "D&O Carriers") participated in several mediation sessions with Vice Chancellor Sam Glasscock III, regarding a potential resolution of the Action. A primary subject of discussion at those mediation sessions was whether the D&O Carriers would be required to fund any award of attorneys' fees that the Court might require Defendants or Oracle to pay as part of an order approving a settlement.

On September 19, 2013, Defendants and Oracle filed a Third-Party Complaint against certain underwriters at Lloyd's, London, Syndicates 623 and 2623 ("Beazley"), seeking, among other things, a declaration that Beazley, one of the D&O Carriers, was obligated to pay, on behalf of Defendants, any losses up to the limit of liability on the Beazley policy for the Action, including Plaintiffs' attorneys' fees and any other amount which the Defendants were required to pay as part of a reasonable settlement approved by this Court (the "Third-Party Complaint").

On October 2, 2013, the Parties executed a Stipulation and Agreement of Compromise, Settlement and Release (the "2013 Settlement Agreement") which

provided for a settlement of all claims in the Action, but was contingent upon Beazley either agreeing or being ordered to pay any attorneys' fees awarded to Plaintiffs' Counsel by the Court. The 2013 Settlement Agreement provided that if this contingency was not satisfied by April 1, 2014, the agreement could be terminated by any Party.

Based upon the 2013 Settlement Agreement, the previously-scheduled trial date of November 18, 2013 was adjourned and the Defendants and Oracle sought a court order declaring that Beazley would be obligated to pay any attorneys' fees awarded to Plaintiffs' Counsel by the Court in conjunction with the proposed settlement.

On January 16, 2014, the Third-Party Complaint filed by Oracle and the Defendants was dismissed without prejudice on the grounds that (i) the claims asserted against Beazley were not ripe and (ii) this Court lacked subject matter jurisdiction.

On March 25, 2014, the Action was reassigned to the Honorable Donald F. Parsons, Jr.

When the contingency in the 2013 Settlement Agreement had not been met by April 1, 2014, the Parties deemed the 2013 Settlement Agreement to be terminated and requested the entry of a new scheduling order to govern the remainder of the litigation.

On April 15, 2014, the Court entered an Amended Stipulation and Scheduling Order, providing for various pretrial deadlines and rescheduling the trial to begin on August 12, 2014. In light of the revised trial date, Vice Chancellor Parsons permitted Defendants to file a renewed motion for summary judgment, and the Amended Stipulation and Scheduling Order set a briefing schedule on that motion.

Subsequent to the Court's entry of the Amended Stipulation and Scheduling Order, counsel for the Parties continued their preparations for trial, including Defendants' submission of a renewed motion for summary judgment on April 18, 2014, and completion of the briefing of the Parties' motions to strike each other's experts. The Court heard oral argument on Plaintiffs' motion to strike Defendants' expert on May 19, 2014.

While preparing for trial, counsel for the Parties also continued their discussions concerning a possible resolution of this Action, including participation in mediation with former Vice Chancellor Stephen P. Lamb. As a result of those discussions, the Parties reached an agreement and executed a Stipulation and Agreement of Compromise, Settlement and Release on June 13, 2014, subject to Court approval, on terms of a revised settlement as reflected herein.

On June 16, 2014, the Court entered a scheduling order setting a date and time for the Settlement Hearing and establishing customary notice and objection procedures for Oracle Stockholders.

II. TERMS OF THE SETTLEMENT

In consideration for the settlement and release of all Released Claims (as defined below), Mr. Ellison has agreed to pay to Oracle 95% of any and all amounts, if any, that are paid pursuant to the Earn-Out (as defined in the Merger Agreement) to Mr. Ellison, certain of his affiliates, or their respective transferees. Mr. Ellison has agreed to make the payment referenced in the preceding sentence within five (5) business days of Oracle's payment of the Earn-Out, if any. Any such payment by Mr. Ellison shall be treated as a contribution of capital by Mr. Ellison to Oracle and shall not be paid as an offset, reduction or credit against the Earn-Out or any other obligation of Oracle to Mr. Ellison. Neither Oracle nor any Defendant nor any Released Party (as defined below) shall, except as specifically provided in the Stipulation or as ordered by the Court, have any further obligation to pay or bear any amounts, expenses, costs, damages, assessments or fees to or for the benefit of Plaintiffs or Oracle in connection with the Settlement, including but not limited to attorneys' or experts' fees and expenses for any counsel to Plaintiffs, or any costs of notice or otherwise.

III. DISMISSALS AND RELEASES

The Stipulation provides that, subject to approval by the Court pursuant to Court of Chancery Rule 23.1 and the conditions set forth in the Stipulation, for good and valuable consideration, the Action shall be dismissed with prejudice as to all Defendants and against Plaintiffs, Oracle and all Oracle Stockholders, and all Released Claims (defined below) shall be completely, fully, finally and forever released, relinquished, settled, discharged and dismissed with prejudice and without costs, as to all Released Parties.[2]

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[2] "Released Parties" means: (i) Lawrence J. Ellison, Jeffrey S. Berg, H. Raymond Bingham, Michael J. Boskin, Safra A. Catz, Bruce R. Chizen, George H. Conrades, Hector Garcia-Molina, Donald L. Lucas, and Naomi O. Seligman; (ii) any other individual or entity that was originally named as a defendant in the Action; (iii) all other current and former employees, officers, directors and advisers of Oracle, to the extent of any claimed liability relating, directly or indirectly, to the Transaction; and (iv) for each and all of the foregoing persons or entities (but only to the extent such persons or entities are released as provided above), any and all of their respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited-liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants and associates. Released Parties shall not mean and does not include Beazley or any of the D&O Carriers who have issued insurance to Oracle and/or its present and former directors or officers.

a. "Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), in any court, tribunal, forum or proceeding, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, that were brought or that could be brought derivatively or otherwise by or on behalf of Oracle against any of the Released Parties, and that now or hereafter are based upon, arise out of, relate in any way to, or involve, directly or indirectly, the terms of the Transaction, the evaluation and negotiation thereof, the consideration paid therefor, any benefit derived therefrom, or the fiduciary obligations of Defendants or any of the Released Parties in connection with the approval, evaluation or negotiation of the Transaction, including but not limited to all claims asserted in the Complaint; *provided, however*, that Released Claims shall not mean and does not include (A) any claims arising from events that occurred after the closing of the Transaction, including claims relating to Oracle's operation of

Pillar's business, (B) any claims to enforce the terms of the Stipulation, or (C) any claims by Defendants against the D&O Carriers arising out of or related to the D&O Carriers' obligations under the insurance policies and terms applicable to the Action to cover any Loss (as defined in the applicable policies) sustained by Defendants in connection with this Settlement.

If the Settlement becomes final, the releases will extend to any claims of Plaintiffs or Oracle or any Oracle Stockholder that he, she or it does not know or suspect exist in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those claims which, if known, might have affected the decision to enter into or object to the Settlement ("Unknown Claims"). Plaintiffs, Oracle and the Oracle Stockholders shall be deemed to have expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under any law or principle of common law that may have the effect of limiting the releases set forth above, including Section 1542 of the California Civil Code.[3]

THE COURT HAS NOT DETERMINED THE MERITS OF ANY OF THE CLAIMS MADE BY PLAINTIFFS AGAINST, OR THE DEFENSES OF, THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING

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[3] Section 1542 of the California Civil Code states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

OF VIOLATION OF ANY LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE LITIGATION WERE NOT SETTLED.

IV. REASONS FOR THE SETTLEMENT

Plaintiffs, through their counsel, having thoroughly considered the facts and law underlying this Action, believe that the claims in the Action are meritorious and that the Transaction was tainted by conflicts of interest and was unfair to Oracle. Plaintiffs and Plaintiffs' Counsel recognize, however, that the calculation of damages in this Action is highly uncertain because, among other reasons, the amount of the Earn-Out payment is contingent and will not become fixed until after the trial in this Action has concluded. The Settlement provides that, whatever the Earn-Out payment will ultimately be, Mr. Ellison must contribute to the capital of Oracle an amount equal to 95% of the amount that Mr. Ellison, certain of his affiliates, or their respective transferees receive pursuant to the Earn-Out. After weighing the costs and uncertainties of continued litigation against the benefits of the Settlement, Plaintiffs and Plaintiffs' Counsel have determined that it is in the best interests of Oracle and its stockholders that the Action be fully and finally settled as between the Parties in the manner and upon the terms and conditions set forth in the Stipulation, and that these terms and conditions are fair, reasonable and adequate to Oracle and its stockholders.

Defendants have vigorously denied, and continue vigorously to deny, all allegations of wrongdoing, fault, liability or cognizable damage to Oracle, deny that they committed any violation of law, deny that the Transaction was in any way unfair to Oracle, believe that they acted properly at all times, believe that the Action has no merit, and maintain that they have committed no breach of duty whatsoever in connection with the Transaction. Defendants are entering into the Settlement solely because they consider it desirable that the Action be settled and dismissed with prejudice in order to, among other things, (i) avoid the substantial expense, inconvenience and distraction of continued litigation, and (ii) avoid any possibility of liability and finally put to rest the claims asserted against them in the Action.

V. PLAINTIFFS' ATTORNEYS FEES AND EXPENSES

Plaintiffs' Counsel intend to apply to the Court for an award of attorneys' fees and expenses in the amount of $15,000,000, inclusive of expenses and disbursements (the "Fee Application"), to be paid by Oracle. The Fee Application will be subject to approval by the Court. Defendants and Oracle will not oppose the Fee Application, and if specifically asked by the Court for comment on the Fee Application, will represent that, in the context and for the purposes of the Settlement, a Fee Application of $15,000,000 is within a range of reasonableness.

The Settlement is not conditioned on the Court granting the Fee Application or awarding any, or any particular amount of, attorneys' fees and expenses.

VI. CONDITIONS OF SETTLEMENT AND TERMINATION

The Settlement (including the releases given pursuant to the terms of the Stipulation) shall become final only after all of the following have occurred: (i) a Final Order and Judgment substantially in the form of Exhibit C to the Stipulation is entered by the Court without material alteration or, in the event of material alteration, such alteration is consented to by the Parties; (ii) the Final Order and Judgment becomes Final;[4] and (iii) the Action is dismissed with prejudice against all Defendants, without the award of any damages, costs, fees or the grant of further relief except for the payments contemplated by the Stipulation. If any of these conditions precedent fails to occur, the Stipulation and Settlement (including the releases given pursuant to the terms of the Stipulation) shall be terminated and shall become null and void and of no force and effect, unless otherwise agreed by the Parties.

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[4] "Final" means: (i) if no appeal from the order and/or judgment is taken, the date on which the time for taking such an appeal expires, or (ii) if any appeal is taken, the date on which all appeals, including petitions for rehearing or reargument, have been finally disposed of (whether through expiration of time to file, denial of any request for review, by affirmance on the merits, or otherwise) in a manner that does not result in any material alteration of the order and/or judgment. The Court's ruling or failure to rule on any application by Plaintiffs' Counsel for attorneys' fees and expenses or any modification of any award of attorneys' fees and expenses, shall not preclude the Final Order and Judgment from becoming Final.

In the event of termination of the Stipulation in accordance with its terms, the Parties shall be restored to their respective positions prior to the execution of the Stipulation, and shall promptly agree on a new scheduling order to govern further proceedings in the Action.

VII. SETTLEMENT HEARING

The Court has scheduled the Settlement Hearing for August 12, 2014 at 10:00 a.m., Eastern Time, at the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 to:

a. determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of Oracle and its stockholders;

b. determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of Oracle and its stockholders;

c. determine whether, subject to the conditions set forth in the Stipulation, final judgment should be entered dismissing the Action as between the Parties with prejudice, and releasing, barring, and enjoining prosecution of any and all Released Claims;

d. consider an application by Plaintiffs' Counsel for an award of attorneys' fees and expenses;

e. hear and determine any objections to the Settlement and the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses; and

f. rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, without further notice of any kind to Oracle Stockholders.

The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties and without further notice to Oracle Stockholders.

VIII. RIGHT TO APPEAR AND OBJECT

Any Oracle Stockholder or other interested party who objects to the Stipulation, the Settlement, the Final Order and Judgment to be entered herein, and/or any application for attorneys' fees and expenses by Plaintiffs' Counsel, or who otherwise wishes to be heard, may appear in person or through his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; *provided, however*, that, except for good cause shown, no person other than Plaintiffs' Counsel and counsel for Defendants and Oracle shall be heard and no papers, briefs, pleadings or other documents submitted by any Oracle Stockholder or other interested party shall be considered by the Court unless, not later than twenty-one (21) calendar days prior to the Settlement Hearing, such person files with the Register in Chancery, The Court of Chancery, 500 North King Street, Wilmington, Delaware 19801, and, on or before such filing, serves by hand delivery or overnight mail on the counsel of record listed below, the following: (i) a written notice of intention to appear; (ii) proof of ownership of Oracle stock or other grounds establishing standing to object to the Settlement; (iii) a detailed statement of the Oracle Stockholder's or other interested party's

objections to any matter before the Court; and (iv) the grounds therefor or the reasons why the Oracle Stockholder or other interested party desires to appear and to be heard, as well as all documents and writing which the Oracle Stockholder or other interested party desires the Court to consider. Such filings shall be served upon the following counsel:

Counsel for Defendants:

Kenneth J. Nachbar
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
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(302) 658-9200

Counsel for Oracle:

Thomas A. Beck
RICHARDS LAYTON & FINGER, P.A.
One Rodney Square
920 N. King Street
Wilmington, DE 19801
(302) 651-7700

Counsel for Plaintiffs:

John C. Kairis
GRANT & EISENHOFER, P.A.
123 Justison Street
Wilmington, DE 19801
(302) 622-7000

-and-

Pamela S. Tikellis
CHIMICLES & TIKELLIS LLP
P.O. Box 1035
222 Delaware Avenue, Suite 1100
Wilmington, DE 19899
(302) 656-2500

Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, to any Final Order and Judgment entered thereon, to any award of attorneys' fees and expenses or to otherwise to be heard, except by serving and filing a written objection and supporting papers and documents as prescribed above. ***Any Oracle Stockholder or other interested party who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding unless the Court orders otherwise.***

IX. FINAL ORDER AND JUDGMENT OF THE COURT

If the Court determines that the Settlement is fair, reasonable and adequate, the parties will ask the Court to enter a Final Order and Judgment, which will, among other things:

1. approve the Settlement as fair, reasonable and adequate, pursuant to Court of Chancery Rule 23.1;

2. authorize and direct performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement; and

3. dismiss the Action with prejudice and release the Released Parties from the Released Claims.

X. INTERIM INJUNCTION

All proceedings in the Action have been stayed and suspended until further order of the Court, other than such proceedings as may be necessary to effectuate the terms and conditions of the Settlement. Pending final determination of whether the Stipulation and Settlement should be approved, Plaintiffs, Plaintiffs' Counsel, Oracle, Defendants and all Oracle Stockholders, or any of them as applicable, are enjoined from filing, commencing, or prosecuting any other lawsuit in any jurisdiction with respect to any Released Claims.

XI. SCOPE OF THE NOTICE

This Notice does not purport to be a comprehensive description of the Action, the allegations or transactions related thereto, the terms of the Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in this litigation, you may inspect the pleadings, the Stipulation, the Orders entered by the Court of Chancery and other papers filed in the Action, unless sealed, at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, during regular business hours of each business day. If you have other questions, you may contact the following representatives of Plaintiffs' Counsel:

Lorin Walls
Louise Conner
CHIMICLES & TIKELLIS LLP
P.O. Box 1035
222 Delaware Avenue, Suite 1100
Wilmington, DE 19899
(302) 656-2500

DO NOT WRITE OR TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: June 16, 2014

BY ORDER OF THE COURT OF CHANCERY
OF THE STATE OF DELAWARE

Register in Chancery