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SUPERIOR COURT OF N.J.
MERCER COUNTY
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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: MERCER COUNTY
DOCKET NO.: C-99-02

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DEPUTY CLERK OF SUPERIOR COURT
WILLIAM ROBERTSON, ANNE R. MEIER,
KATHERINE ERNST, and ROBERT
HALLIGAN,

Plaintiffs,

vs.

PRINCETON UNIVERSITY, SHIRLEY M.
TILGHMAN, PETER WENDELL and
STEPHEN OXMAN,

Defendants,

and

THE ROBERTSON FOUNDATION,

Nominal Defendant.

FINAL JUDGMENT AND ORDER
OF DISMISSAL

This matter having been opened to the Court by the parties for approval of the Agreement of Settlement in this matter, dated as of December 9, 2008 (the "Settlement Agreement") made and entered into by, between and among (1) plaintiffs William Robertson, Anne R. Meier, Katherine Ernst and Robert Halligan (collectively, the "Plaintiffs"), (2) the Trustees of Princeton University ("Princeton"), the individual defendants Shirley M. Tilghman, Peter Wendell and Stephen Oxman (collectively, the "Individual Defendants," and, together with Princeton, the "Defendants"), and (3) the Robertson Foundation, and the Court having reviewed the parties' joint memorandum of law in support of their motion to approve the Settlement Agreement, the Certification of Douglas S. Eakeley, dated December 9, 2008 and the exhibits thereto, and all other matters previously submitted to the Court in this Action, and the Court having found that

the settlement contemplated by the Agreement of Settlement is fair, reasonable, adequate, and in the best interests of the Robertson Foundation and the parties, and for good cause shown,

IT IS ON THIS 15th DAY OF DECEMBER 2008, HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of the Action, the plaintiffs, the defendants and the Robertson Foundation.

2. The Court approves the settlement contemplated by the Agreement of Settlement, and its exhibits.

3. The Settlement Agreement is approved as fair, reasonable, adequate, and in the best interests of the Robertson Foundation, and the parties are directed to consummate the settlement in accordance with the terms and provisions of the Settlement Agreement. All capitalized terms used herein shall have the same meaning as set forth and defined in the Settlement Agreement, and all terms and conditions set forth in the Settlement Agreement are incorporated herein by reference.

4. All claims and counterclaims that were or could have been brought in this Action are hereby dismissed with prejudice and without costs as against any party, except that Plaintiffs' personal, non-derivative claims are voluntarily dismissed with prejudice with no part of the settlement consideration being paid to resolve such claims.


5. Any rights of the Robertson descendants with respect to the Robertson Foundation are dismissed and extinguished to the same extent as Plaintiffs' rights in this Action, who have been deemed to have and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all claims and contemplated claims that were or could have been brought in the Action.

6. Neither this Final Order and Judgment nor the Settlement Agreement shall be offered or received against any party as evidence of any presumption, concession, or admission by any party with respect to the truth of any fact alleged by any other party or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by any party, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement.

7. Exclusive jurisdiction is hereby retained over the parties and the Robertson Foundation for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Final Order and Judgment.

8. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

Dated: December 12, 2008


Hon. Maria M. Sypek