

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SHIVA STEIN, derivatively on behalf of The Goldman Sachs Group, Inc., and individually as a Stockholder of The Goldman Sachs Group, Inc.,

Plaintiff,

v.

LLOYD C. BLANKFEIN, M. MICHELE BURNS, GARY D. COHN, MARK A. FLAHERTY, WILLIAM W. GEORGE, JAMES A. JOHNSON, ELLEN J. KULLMAN, LAKSHMI N. MITTAL, ADEBAYO O. OGUNLESI, PETER OPPENHEIMER, DEBORA L. SPAR, MARK E. TUCKER, DAVID A. VINIAR, MARK O. WINKELMAN and THE GOLDMAN SACHS GROUP, INC.,

Defendants.

C.A. No. 2017-0354-SG

**NOTICE OF PENDENCY OF THE ACTION,
PROPOSED SETTLEMENT OF THE ACTION, AND SETTLEMENT HEARING**

TO: ALL CURRENT STOCKHOLDERS OF THE GOLDMAN SACHS GROUP, INC.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION. THIS NOTICE RELATES TO THE PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE SETTLEMENT OR PURSUING THE RELEASED PLAINTIFF CLAIMS (AS DEFINED IN PARAGRAPH 1 HEREIN) AGAINST THE RELEASED DEFENDANT PARTIES (AS DEFINED IN PARAGRAPH 1 HEREIN).

THIS ACTION IS NOT A “CLASS ACTION.” THUS, THERE IS NO COMMON FUND UPON WHICH YOU CAN MAKE A CLAIM FOR MONETARY PAYMENT. IF YOU DO NOT OBJECT TO THE TERMS OF THE PROPOSED SETTLEMENT OR THE AMOUNT OF ATTORNEYS’ FEES AND EXPENSES DESCRIBED IN THIS NOTICE, YOU ARE NOT OBLIGATED TO TAKE ANY ACTION. IF YOU HOLD THE GOLDMAN SACHS GROUP, INC. COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

THE PURPOSE OF THIS NOTICE

The purpose of this notice (the “Notice”) is to inform you of the above-captioned lawsuit, a proposed Settlement of the above-captioned lawsuit (the “Settlement”) as between Plaintiff,¹ on the one hand, and the Defendants, on the other hand, as well as to inform you of a hearing to be held by the Court of Chancery of the State of Delaware (the “Court”). The hearing will be held in the Court of Chancery Courthouse, 34 The Circle Georgetown, Delaware 19947, on June 25, 2018, at 1:30 p.m. (the “Settlement Hearing”).

Pursuant to the Settlement, (i) plaintiff Shiva Stein (“Plaintiff”), on her own behalf and derivatively on behalf of The Goldman Sachs Group, Inc. (“GS Group” or the “Firm”), (ii) defendants Lloyd C. Blankfein, M. Michele Burns, Gary D. Cohn, Mark A. Flaherty, William W. George, James A. Johnson, Ellen J. Kullman, Lakshmi N. Mittal, Adebayo O. Ogunlesi, Peter Oppenheimer, Debora L. Spar, Mark E. Tucker, David A. Viniar and Mark O. Winkelman (together, the “Individual Defendants”), and (iii) nominal defendant GS Group (together with the Individual Defendants, “Defendants,” and together with Plaintiff, the “Parties”) have made application, pursuant to Court of Chancery Rule 23.1, for an order approving the proposed Settlement of the derivative action captioned *Stein v. Blankfein* pending in the Court as C.A. No. 2017-0354-SG (the “Action”), in accordance with a Stipulation and Agreement of Compromise, Settlement, and Release entered into by the Parties and dated March 20, 2018 (the “Stipulation”), and for the dismissal of the Action on the merits with prejudice against the Defendants upon and subject to the terms and conditions set forth in the Stipulation.

At the Settlement Hearing, the Court will be asked to:

- a. Determine whether the Stipulation, and the terms and conditions of the Settlement set forth in the Stipulation, are fair, reasonable, adequate, and in the best interests of GS Group and its current stockholders and should be approved by the Court;
- b. Determine whether an Order and Final Judgment should be entered dismissing the Action with prejudice as against the Defendants, releasing the Released Claims against the respective Released Parties, and barring and enjoining prosecution of any and all Released Claims against any and all respective Released Parties;
- c. Hear and determine any objections to the Settlement;
- d. Consider the application of Plaintiff’s Counsel for an award of attorneys’ fees and expenses; and
- e. Rule on other such matters as the Court may deem appropriate.

This Notice describes the rights you may have under the Stipulation and what steps you may, but are not required to, take concerning the proposed Settlement. If the Court approves the

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in Paragraph 1.

Stipulation, Plaintiff will ask the Court to approve an Order and Final Judgment that would end the Action.

BACKGROUND OF THE LAWSUIT

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF THE PROPOSED SETTLEMENT OF THE ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS ACTION.

Since its 1999 initial public offering, GS Group has periodically submitted to its stockholders for approval stock incentive plans designed to: (i) attract, retain, and motivate GS Group's officers, directors, and employees, (ii) compensate them for their contributions to the long-term growth and profits of GS Group; and (iii) encourage them to acquire a proprietary interest in GS Group's success.

On April 12, 2013, GS Group distributed to its stockholders a proxy statement for the Firm's 2013 annual meeting of stockholders (the "2013 Proxy Statement").

At the annual meeting of stockholders on May 23, 2013, GS Group stockholders, among other things, approved The Goldman Sachs Amended and Restated Stock Incentive Plan (2013) (the "2013 SIP").

On April 10, 2015, GS Group distributed to its stockholders a proxy statement for the Firm's 2015 annual meeting of stockholders (the "2015 Proxy Statement").

At the annual meeting of stockholders on May 21, 2015, GS Group stockholders, among other things, approved The Goldman Sachs Amended and Restated Stock Incentive Plan (2015) (the "2015 SIP").

At the annual meeting of stockholders scheduled for May 2, 2018 (the "2018 Annual Meeting"), GS Group stockholders, among other things, will be asked to approve The Goldman Sachs Amended and Restated Stock Incentive Plan (2018) (the "2018 SIP") based on disclosures contained in a proxy statement (the "2018 Proxy Statement") to be distributed to all GS Group stockholders of record as of the record date for the 2018 Annual Meeting (the "2018 Record Date").

From time to time, the board of directors of GS Group (the "Board") has awarded compensation grants pursuant to the 2013 SIP and 2015 SIP, including compensation to the members of the Board who are not employees of GS Group (the "Non-Employee Directors") and expects to make future awards to the Non-Employee Directors pursuant to the 2018 SIP, if approved.

Each of the 2013 SIP, 2015 SIP and 2018 SIP provides that “[n]o member of the Board or the Committee . . . shall have any liability to any person (including any Grantee) for any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any Award” (the “Good Faith Standard”). In addition to disclosing full copies of the 2013 and 2015 SIPs, the 2013 Proxy Statement and 2015 Proxy Statement both disclosed that “[t]he Committee will make all determinations in respect of the [SIP], and will have no liability for any action taken in good faith. Our Board, in its sole discretion, also may grant Awards or administer the [SIP].”

Each of the 2015 Proxy Statement, the proxy statement GS Group distributed to its stockholders on April 8, 2016 for the Firm’s 2016 annual meeting of stockholders (the “2016 Proxy Statement”), and the proxy statement GS Group distributed to its stockholders on March 17, 2017 for the Firm’s 2017 annual meeting of stockholders (the “2017 Proxy Statement”) disclosed that the Firm “may decide to pay non-deductible variable compensation” to certain executive officers.

On May 9, 2017, Plaintiff filed a stockholder complaint in the Action (the “Complaint”). Among other things, the Complaint alleged that: (i) the annual compensation paid to the Non-Employee Directors in 2015, 2016 and 2017 was excessive; (ii) the 2013 Proxy Statement and 2015 Proxy Statement lacked information required by regulations promulgated by the United States Securities and Exchange Commission and the United States Department of the Treasury; (iii) the 2015, 2016 and 2017 Proxy Statements contained misleading disclosures regarding the tax deductibility of cash compensation to be paid to certain executive officers under GS Group’s Long-Term Incentive Plan; and (iv) the 2013 SIP and 2015 SIP are void. Based on these allegations, the Complaint asserted claims for breach of fiduciary duty against the Defendants.

On July 28, 2017, Defendants filed motions to dismiss (the “Motions to Dismiss”) and an opening brief and joinder in support thereof. Briefing on the Motions to Dismiss closed on November 30, 2017.

During February 2018, Plaintiff’s Counsel and Defendants’ Counsel engaged in arm’s-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action.

From February 28, 2018 to March 9, 2018, GS Group produced to Plaintiff’s Counsel certain discovery regarding the compensation grants and disclosures challenged in the Complaint. Plaintiff’s Counsel also took a deposition of a GS Group Managing Director knowledgeable about the matters alleged in the Complaint. GS Group also provided Plaintiff’s Counsel with portions of the draft 2018 Proxy Statement relevant to the matters alleged in the Complaint for Plaintiff’s Counsel’s review and comment.

The Settlement set forth herein reflects the results of the Parties’ negotiations. An agreement was reached only after arm’s-length negotiations between the Parties, all of whom were represented by counsel with extensive experience and expertise in stockholder derivative litigation, who were well-informed regarding the strengths and weaknesses of their respective claims and defenses. Counsel for the Parties have concluded that the terms contained in the Stipulation are fair and adequate to GS Group, Plaintiff, and Defendants, and that it is reasonable

to settle the Action based upon the disclosures, procedures, the substantial benefits, and the protections contained herein. Prior to the completion by the Parties of the documents containing the substantive terms of the Settlement, counsel for the Parties did not discuss the amount of any application by Plaintiff's Counsel for an award of attorneys' fees and expenses.

On March 26, 2018, the Court entered the Scheduling Order providing for, among other things, the scheduling of the Settlement Hearing and the distribution of this Notice.

THE SETTLEMENT OF THIS ACTION, IF APPROVED BY THE COURT ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, WITHOUT LIMITATION, A RELEASE OF ALL RELEASED PLAINTIFF CLAIMS AGAINST THE RELEASED DEFENDANT PARTIES AND OF ALL RELEASED DEFENDANT CLAIMS AGAINST THE RELEASED PLAINTIFF PARTIES, AS THOSE TERMS ARE DEFINED IN PARAGRAPH 1 BELOW. IF YOU ARE A CURRENT STOCKHOLDER OF GS GROUP, YOU WILL BE BOUND BY ANY JUDGMENT ENTERED IN THE ACTION WITH RESPECT TO YOUR ABILITY TO BRING RELEASED PLAINTIFF CLAIMS.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFF AGAINST, OR THE DEFENSES OF, THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

DEFINITIONS

1. The following capitalized terms have the meanings specified below:
 - a. "Defendants' Counsel" means counsel of record for the respective Defendants in the Action.
 - b. "Effective Date" means the first business day following the date of Final Approval of the Settlement.
 - c. "Final Approval" of the Settlement means that the Court has entered an Order and Final Judgment with no material modification to the [Proposed] Order and Final Judgment attached as Exhibit C hereto—approving the Settlement, dismissing the Defendants from the Action with prejudice on the merits and without fees, costs, or expenses to any Party (except those set forth in Paragraphs 9 and 14 of the Stipulation), providing for the releases set forth in Paragraphs 3–5 of the Stipulation, and that such Order and Final Judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time, or otherwise; provided, however, and notwithstanding any provision to the contrary in the Stipulation, Final Approval shall not include (and the Settlement is expressly not conditioned on) the award of attorneys' fees and the reimbursement of expenses as provided in Paragraphs 14–18 of the Stipulation, and any appeal related thereto.

d. “Order and Final Judgment” means the entry of an order by the Court in substantially the form as, and with no material modification to, the [Proposed] Order and Final Judgment attached as Exhibit C hereto.

e. “Person” means any individual, corporation, partnership, limited liability company, association, affiliate, parent, subsidiary, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

f. “Plaintiff’s Counsel” means Barrack, Rodos & Bacine and Farnan LLP.

g. “Released Claims” means the Released Defendant Claims and the Released Plaintiff Claims.

h. “Released Defendant Claims” means any claims that have been or could have been asserted in the Action, or in any court, tribunal, forum, or proceeding, by the Defendants or any of their respective successors and assigns against any of the Released Plaintiff Parties (including Unknown Claims), which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendant Claims shall not include the right to enforce the Stipulation.

i. “Released Defendant Parties” means, whether or not each or all of the following Persons or entities were named, served with process, or appeared in the Action: (i) Defendants; (ii) any Person that is or was related to or affiliated or associated with any or all of the Defendants or in which any or all of them has or had a controlling interest; and (iii) with respect to the individuals and entities set forth or described in (i) and (ii), each of their respective heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, 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, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing.

j. “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

k. “Released Plaintiff Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, 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), that

Plaintiff asserted or could have asserted against the Released Defendant Parties in the Action, or that GS Group could have asserted directly, or that Plaintiff or any other GS Group stockholder could have asserted derivatively on behalf of GS Group against the Released Defendant Parties in any court, tribunal, forum, or proceeding, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including but not limited to any claims under federal or state securities laws, federal or state antitrust law, or federal or state disclosure law), now or hereafter, that are based upon, arise out of, relate in any way to, or involve, directly or indirectly, or previously were based upon, arose out of, resulted from, were related to or involved, directly or indirectly, any of the actual, alleged, or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things or causes whatsoever, or any series thereof, that were, or could have been, alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, in whole or in part: (i) the Action; (ii) the subject matter of the Action; (iii) the actions described in any of the pleadings, briefs, or filings of Plaintiff in the Action; (iv) the GS Group Non-Employee Director compensation disclosed in the Proxy Statements; (v) the disclosures made in connection with the approval by GS Group stockholders of the SIPs; (vi) stockholder approval of the SIPs; (vii) the disclosures made in the Proxy Statements about Non-Employee Director compensation and the corresponding SIPs; or (viii) the disclosures in the Proxy Statements, including regarding tax-deductibility, of awards under GS Group's Long-Term Incentive Plan; provided, however, that the Released Plaintiff Claims shall not include the right to enforce the Settlement Agreement.

l. "Released Plaintiff Parties" means Plaintiff and Plaintiff's Counsel.

m. "SIPs" means collectively the 2013 SIP, 2015 SIP and 2018 SIP.

n. "Unknown Claims" means any claims that a Party does not know or suspect exists 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 which, if known, might have affected the decision to enter into the Stipulation. With respect to any of the Released Claims, the Parties stipulate and agree that upon Final Approval of the Settlement, the Parties shall be deemed to have, and by operation of the Order and Final Judgment entered by the Court shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law or principle of common law of the United States or any state of the United States or territory of the United States, or other jurisdiction, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Pursuant to the Stipulation, the Parties have acknowledged that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Pursuant to the Stipulation, the Parties have acknowledged that the inclusion of Unknown Claims in the definition of Released Plaintiff Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Stipulation.

REASONS FOR THE SETTLEMENT

2. Plaintiff asserts that she has brought her claims in good faith and continues to believe that her claims have legal merit, and the entry by Plaintiff into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. In negotiating and evaluating the terms of the Stipulation, Plaintiff's Counsel considered: (i) the strengths and weaknesses of Plaintiff's claims; (ii) the legal and factual defenses of Defendants; (iii) the time and expense that would be incurred by further litigation; (iv) the uncertainties inherent in, and attendant risks of, litigation; and (v) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation. Plaintiff believes that the terms contained in the Stipulation are fair, reasonable, and adequate and in the best interests of GS Group and that it is reasonable to pursue the settlement of the Action before the Court based upon the terms outlined herein and the benefits and protections offered hereby, and wishes to document her agreement in the Stipulation.

3. The entry by Defendants into the Stipulation is not an admission as to the merit of any claims asserted in the Action. Defendants maintain that all awards to the Non-Employee Directors have been made in good faith and that Defendants are protected from liability by the Good Faith Standard in the SIPs. Defendants further maintain that they have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to GS Group, Plaintiff, or GS Group stockholders, deny that they engaged in any wrongdoing, deny that they committed any violation of law or aiding and abetting any violation of law, deny that the compensation received by the Non-Employee Directors was excessive or otherwise improper, deny that any of the Proxy Statements were misleading or deficient in any way, deny that any of the SIPs are void, deny that they acted improperly in any way, believe that they acted properly at all times, believe the Action has no merit, and maintain that they have committed no breach of duty whatsoever in connection with the compensation received by the Non-Employee Directors, the Proxy Statements, and the SIPs, but wish to enter into the Settlement solely because they consider it desirable that the Action be settled to, among other things, (i) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation, and (ii) finally put to rest and terminate all the claims that were or could have been asserted in the Action against the Released Defendant Parties.

THE SETTLEMENT CONSIDERATION

4. As a direct result of the filing, prosecution, and settlement of the Action, GS Group has agreed to take the actions set forth below:

a. **Plaintiff's Review of Proxy Disclosures:** In connection with seeking stockholder approval of the 2018 SIP at the 2018 Annual Meeting, GS Group agreed to provide certain draft proxy disclosures in the 2018 Proxy Statement regarding Non-Employee Director compensation and other matters challenged in the Complaint to Plaintiff's Counsel for its review and comment before filing the 2018 Proxy Statement with the U.S. Securities and Exchange Commission.

b. GS Group agreed that at a minimum, the disclosures in the 2018 Proxy Statement would include the following:

i. **Non-Employee Director Compensation:** GS Group agreed to include a disclosure in the 2018 Proxy Statement that the Firm's Non-Employee Director compensation is "the highest among its U.S. peers."

ii. **"Good Faith" Standard:** GS Group agreed to include a disclosure in the 2018 Proxy Statement expressly reiterating the Good Faith Standard by explaining that:

The Committee is granted broad discretion to make awards under the 2018 SIP and to interpret and implement the 2018 SIP. In exercising this authority, the Committee (and to the extent exercised by the Board, the Board) will have no liability for any action taken or omitted to be taken in good faith, including decisions to make awards as part of our non-employee director compensation program. This means that no person, including grantees or Goldman Sachs shareholders, may hold the members of the Committee (or the Board) personally liable for their good faith actions or omissions taken under the 2018 SIP.

iii. **Item 10(a)(1) Disclosure:** GS Group agreed to include disclosures in the 2018 Proxy Statement identifying each class of persons who will be eligible to participate in the 2018 SIP and indicating the approximate number of persons in each of the following classes: (i) directors, (ii) officers, (iii) employees, and (iv) consultants and other service providers.

iv. **Disclosure of Effect of Tax Cuts and Jobs Act:** GS Group agreed to include disclosures in the 2018 Proxy Statement describing the anticipated impact of the Tax Cuts and Jobs Act on GS Group compensation programs applicable to the named executive officers identified in the 2018 Proxy Statement.

c. **Non-Employee Director Compensation Practices:** For a period of three years commencing on Final Approval of the Settlement, GS Group will continue the following director compensation practices, and provide disclosure of these practices in its annual proxy statements: (i) annual review by the Board of Non-Employee Director compensation; (ii) annual engagement by the GS Group Corporate Governance and Nominating Committee (the "Governance Committee") of an independent non-employee director compensation consultant to conduct an independent review of GS Group's Non-Employee Director compensation program; (iii) an annual recommendation by the Governance Committee to the Board with respect to the

Non-Employee Director compensation program; and (iv) annual disclosure in GS Group's proxy statement of its Non-Employee Director compensation process and program.

THE ORDER AND FINAL JUDGMENT

5. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of GS Group and its current stockholders, the Court will enter an Order and Final Judgment, which will, among other things:

a. Determine that the form and manner of this Notice meets the requirements of Court of Chancery Rule 23.1, due process, and applicable law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all Persons entitled thereto;

b. Determine that the terms and conditions of the Settlement, as set forth in the Stipulation, are fair, reasonable, adequate, and in the best interests of GS Group;

c. Dismiss the Action with prejudice as against the Defendants without the award of any fees, costs, or expenses or the grant of further relief except for the payments contemplated by the Stipulation;

d. Fully, finally, and forever release the Released Claims against the respective Released Parties, as more fully described in the Section below entitled "Releases";

e. Forever bar and enjoin Plaintiff, GS Group, and GS Group stockholders from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiff Claims against any of the Released Defendant Parties, and forever bar and enjoin the Defendants from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendant Claims against any of the Released Plaintiff Parties; and

f. Award Plaintiff's Counsel such attorneys' fees and expenses as the Court deems fair and reasonable, with any such fees and expenses to be paid by GS Group.

RELEASES

6. In consideration of the benefits provided by the Settlement, the Order and Final Judgment shall, among other things, provide for the full and complete dismissal of the Action with prejudice on the merits as to the Defendants without fees, costs, or expenses and provide for the following releases:

a. As of the Effective Date, (i) Plaintiff, on behalf of herself, her legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, and (ii) GS Group and GS Group stockholders to the extent they are acting or purporting to act derivatively on behalf of GS Group, shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff Claims on the terms set forth herein, and shall thereupon be forever barred and enjoined from commencing,

instituting, prosecuting, or continuing to prosecute any Released Plaintiff Claims against any of the Released Defendant Parties.

b. As of the Effective Date, the Defendants shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendant Claims against any of the Released Plaintiff Parties.

c. As of the Effective Date, the Parties shall be deemed bound by the Stipulation and the Order and Final Judgment. The Order and Final Judgment, including, without limitation, the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by, or on behalf of, the Parties, as well as their legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents.

APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

7. Subject to Court approval, GS Group, on behalf of all Defendants, shall pay Plaintiff's Counsel attorneys' fees and expenses in the agreed-upon amount of \$575,000.00 (the "Fee and Expense Amount"). The Fee and Expense Amount shall be wired to an account identified by Barrack, Rodos & Bacine within ten (10) business days after Final Approval.

8. Resolution of the Fee and Expense Award shall not be a precondition to the Settlement or to the dismissal with prejudice of the Defendants from the Action. Any disapproval or modification of the application for an award of attorneys' fees or reimbursement of expenses by the Court or on appeal shall not affect or delay the enforceability of the Stipulation, provide any of the Parties with the right to terminate the Settlement, impose any obligation on any of the Defendants, or subject them in any way to an increase in the amount paid by them or on their behalf in connection with the Settlement, or affect or delay the binding effect or finality of the Order and Final Judgment and the release of the Released Claims. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses.

EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

9. In the event that the proposed Settlement (or any amendment thereof by the Parties) is rendered null and void as to all Parties for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, and (c) the statements made in connection with the negotiation of the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to

constitute an admission of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of the Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding.

THE SETTLEMENT HEARING

10. The Court has scheduled a Settlement Hearing which will be held on June 25, 2018, at 1:30 p.m., in the Court of Chancery Courthouse, 34 The Circle, Georgetown, Delaware 19947 as described previously in this Notice.

11. The Court may adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof. The Court also may approve the Settlement at or after the Settlement Hearing according to the terms and conditions of the Stipulation, as it may be modified by the Parties, with or without further notice. Further, the Court may render its judgment, and order the payment of attorneys' fees and expenses, all without further notice.

RIGHT TO APPEAR AND OBJECT AT SETTLEMENT HEARING

12. Any record or beneficial stockholder of GS Group who objects to the Stipulation, the Settlement, the Order and Final Judgment to be entered in the Action, Plaintiff's Counsel's application for attorneys' fees and expenses, or who otherwise wishes to be heard, may appear in person or by his, her, or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Person shall be heard and no papers, briefs, pleadings, or other documents submitted by any Person shall be considered by the Court unless not later than twenty (20) calendar days prior to the Settlement Hearing such Person files with the Register in Chancery, 34 The Circle, Georgetown, Delaware 19947 and serves upon counsel listed below: (a) a written and signed notice of intention to appear that states the name, address, and telephone number of the objector and, if represented, the Person's counsel; (b) a detailed statement of such Person's objections to any matters before the Court; (c) the grounds for such objections and the reasons that such Person desires to appear and be heard; and (d) all documents or writings such Person desires the Court to consider. Such filings must be served upon the following counsel by hand delivery, overnight mail, or the Court's electronic filing and service system:

Brian E. Farnan
Farnan LLP
919 North Market Street, 12th Floor
Wilmington, DE 19801

Counsel for Plaintiff

Kevin G. Abrams
Abrams & Bayliss LLP
20 Montchanin Road, Suite 200
Wilmington, DE 19807

*Counsel for Defendants Lloyd C. Blankfein,
M. Michele Burns, Gary D. Cohn, Mark A.
Flaherty, William W. George, James A.
Johnson, Ellen J. Kullman, Lakshmi N.*

Gregory V. Varallo
Richards, Layton & Finger, P.A.
920 N. King Street
Wilmington, DE 19801

*Mittal, Adebayo O. Ogunlesi, Peter
Oppenheimer, Debora L. Spar, Mark E.
Tucker, David A. Viniar and Mark O.
Winkelman*

*Counsel for Nominal Defendant
The Goldman Sachs Group, Inc.*

13. Unless the Court otherwise directs, no Person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, any award of attorneys' fees and expenses, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described in Paragraph 12 above. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including, without limitation, any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

14. Any record or beneficial stockholder of GS Group who does not object to the Settlement or the request by Plaintiff's Counsel for an award of attorneys' fees and expenses or to any other matter stated above need not do anything.

SCOPE OF THIS NOTICE AND FURTHER INFORMATION

15. The foregoing description of the Settlement Hearing, the Action, the terms of the proposed Settlement, and other matters described in this Notice are not comprehensive. Accordingly, GS Group stockholders and their attorneys are referred to the documents filed with the Court in the Action, including the Stipulation, which are available for inspection at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, Delaware 19947, during regular business hours of each business day. Inquiries or comments about the Settlement, including requests for additional copies of this Notice, may be directed to the attention of Plaintiff's Counsel as follows:

Brian E. Farnan
Farnan LLP
919 North Market Street, 12th Floor
Wilmington, DE 19801

PLEASE DO NOT WRITE OR CALL THE COURT.

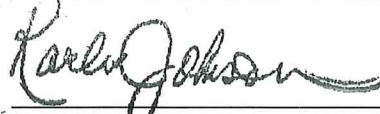
NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

16. Brokerage firms, banks, and/or other Persons who hold shares of the common stock of GS Group for the benefit of others are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Morrow Sodali
Attn: David Checkosky
470 West Avenue
Third Floor
Stamford, CT 06902
Phone: 1-800-662-5200
E-mail: GS.info@morrrowsodali.com

Dated: March 28, 2018

BY ORDER OF THE COURT



Register in Chancery