

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE RELAFEN ANTITRUST
LITIGATION

)
) Master File
) No. 01-CV-12239-WGY
)

STATE OF MARYLAND, et al.,

) 04 11726 WGY
)

Plaintiffs

)

v.

)

SMITHKLINE BEECHAM CORPORATION

)

and

)

SMITHKLINE BEECHAM PLC,

)

Defendants.

)

)

)

)

)

)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered by and between the following Parties as defined below: (i) Participating States and (ii) Defendants;

WHEREAS, in August 2004, Plaintiff States filed suit against defendants SmithKline Beecham Corporation, d/b/a GlaxoSmithKline (“GSK”) and SmithKline Beecham, plc (hereafter collectively “Defendants”) in the United States District Court for the District of Massachusetts and intend to file an Amended Complaint, a true and correct copy of which is attached as Exhibit A;

WHEREAS, Participating States have alleged that Defendants unlawfully obtained their patent protection for Relafen through fraud on the United States Patent and Trademark Office and unlawfully excluded generic competition through sham patent litigation against generic manufacturers, all in violation of section 2 of the Sherman Act and state antitrust and/or unfair

competition laws and Participating States have conducted an investigation relating to the claims and underlying events alleged in Participating States' initial and Amended Complaints and as a result, are familiar with the liability and damages aspects of the claims asserted therein;

WHEREAS, the Defendants contest the Participating States' initial and Amended Complaint and allegations therein and contend instead that the '639 patent was properly and lawfully obtained from the U.S. Patent and Trademark Office and properly asserted against generic nabumetone producers;

WHEREAS, as a result of arms-length negotiations, the Parties have determined that it is in their mutual best interests to resolve the dispute to avoid the expense, delay, and uncertainty of protracted and complex antitrust litigation;

NOW, THEREFORE, WITNESSETH, this Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, as defined herein upon and subject to the terms and conditions set forth below. This Agreement is without admission or concession by any Party as to the merit of the Parties' respective positions or as to any alleged violation of law.

I. DEFINITIONS

As used in this Agreement, the following shall have the meanings specified below:

(a) "Court" means the Honorable William G. Young, or if he is unavailable, another judge of the United States District Court for the District of Massachusetts.

(b) "Defendants" means SmithKline Beecham Corporation, d/b/a GlaxoSmithKline and SmithKline Beecham plc.

(c) “Effective Date” means 45 days after the date this Agreement is signed by authorized representatives for Defendants and State Liaison Counsel.

(d) “Final Order” means the Stipulated Order of Dismissal attached as Exhibit B to this Agreement.

(e) “Nabumetone Products” means Relafen and/or its AB-rated generic bioequivalent.

(f) “Non-participating State” means each state, commonwealth or territory of the United States that declines to become a signatory to this Agreement on or before the Effective Date.

(g) “Participating States” means each undersigned state, commonwealth or territory of the United States of America that joins in and executes this Settlement Agreement on or before the Effective Date in its sovereign capacity and on behalf of its respective state agencies.

(h) “Parties” means Participating States and the Defendants;

(i) “Plaintiff States” means the States of Maryland, Arkansas, Oregon, Idaho, Washington and Illinois.

(j) “Relafen” means the prescription drug nabumetone sold under the trademark Relafen®.

(k) “Relafen End Payor Settlement” means the Fourth Amended Stipulation and Agreement of Settlement by and between the End Payor Plaintiffs and GSK in In re Relafen Antitrust Litigation, No. 01-CV-12239 WGY (D. Mass).

(l) “Released Claims” means all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, that the Participating States, or any of them, ever had, now have, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity and which are either asserted in the States’ Complaint or which arise out of the conduct, events or transactions, prior to the date hereof, asserted in the States’ Complaint involving the pricing or purchase of, or the enforcement of intellectual property related to, the drug Relafen or its generic form, nabumetone.

(m) “Released Parties” means Defendants and their present and former direct and indirect parents, subsidiaries, divisions, partners and affiliates, and their respective present and former stockholders, officers, directors, employees, managers, agents, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, trustees, successors and assigns of each of the foregoing).

(n) “Relevant Period” means the period from September 1, 1998 through June 30, 2003.

(o) “Settlement Administrator” means the person at the State of New York Office of the Attorney General chosen by Participating States.

(p) “Settlement Fund” or “Settlement Amount” means the sum of ten million dollars (\$10,000,000), or such lesser amount as may be determined in accordance with the provisions of Paragraph IV below, plus all interest or other income that accrues thereon. GSK shall pay interest at the rate of 1.5% per annum on the Settlement Amount from

January 1, 2005 - February 8, 2005, for a total of \$16,027.39. The Settlement Amount shall be paid as provided in Paragraph III.

(q) "State Agencies" means the current and former state departments, state bureaus, state agencies, and other state governmental entities that the undersigned State Attorneys General represent in this Settlement Agreement. All employee benefit plans, self insured or otherwise, and all Medicaid Health Maintenance Organization claims, to the extent they are included within the Relafen End Payor settlement, are excluded.

(r) "State Liaison Counsel" means the Attorneys General of the States of New York and Maryland.

(s) "States' Complaint" means the complaint filed by the Plaintiff States on August 3, 2004, amended as reflected in Exhibit A, the allegations of which may be further amended only as necessary to add additional Participating States to the action.

II. AGREEMENT

The Parties agree to compromise, settle and resolve fully and finally on the terms set forth herein, all Released Claims.

III. SETTLEMENT PAYMENT

(a) Defendants shall pay the Settlement Amount to the Participating States in full and final satisfaction of all Released Claims.

(b) Unless this Agreement is terminated, as provided in Paragraph IV, the Settlement Amount shall be paid by certified check or by wire transfer to the Settlement Administrator in full, complete and final settlement of the Released Claims as provided herein, within seven (7) business days of the Effective Date of this Agreement.

Defendants' transfer of the Settlement Amount to the Settlement Administrator shall satisfy Defendants' obligation to make payments under this Agreement. Defendants shall not have any liabilities, obligations or responsibilities with respect to the investment, payment, disposition or distribution of the Settlement Fund after such transfer.

(c) Within three days of the transfer of the Settlement Amount to the Settlement Administrator, State Liaison Counsel shall file with the Court the Final Order a copy of which is attached as Exhibit B.

(d) The Settlement Administrator shall not distribute, remove, loan or dissipate in any form the Settlement Funds until entry of the Final Order by the Court. The Settlement Administrator shall have the authority to invest the monies in the Settlement Fund in short term federally insured investments. Under no circumstances shall the Defendants or Settlement Administrator be held liable for any increases or decreases of the Settlement Fund.

(e) The apportionment and distribution of the funds shall be determined exclusively by the Attorneys General of the Participating States.

IV. SETTLEMENT PAYMENT OR TERMINATION

(a) If, by the Effective Date, Participating States representing 80% of the total sales of Relafen by GSK to the fifty states (less West Virginia) during the Relevant Period have not become signatories to this Agreement, Defendants shall have the option, in their unfettered discretion, to

(1) terminate this Agreement; or

(2) proceed with this Agreement but reduce the Settlement Amount by a percentage equal to GSK's sales of nabumetone to Non-participating States as a percentage of GSK sales of nabumetone to all states (e.g., if sales to Non-participating States represent 30% of GSK's sales to all states, the Settlement Amount would likewise be reduced by 30%, or to \$7,000,000).

(b) If, by the Effective Date, Participating States representing more than 80%, but less than 100%, of the total sales of Relafen by GSK to the fifty states (less West Virginia) during the Relevant Period, have become signatories to this Agreement, the Settlement Amount shall be reduced by the percentage of GSK sales of nabumetone to all states accounted for by GSK sales of nabumetone to the Non-participating States.

(c) For purposes of this Paragraph, GSK's sales to states shall be determined from Medicaid expenditure data found at <http://www.cms.hhs.gov/medicaid/drugs/drug5.asp>.

V. RELEASE

(a) Upon transfer of the Settlement Amount to the Settlement Administrator, the Participating States shall release and forever discharge the Released Parties from the Released Claims. Each Participating State hereby covenants and agrees that it shall not, hereafter, seek to establish liability against any Released Party based, in whole or in part, on any of the Released Claims. The Parties do not intend to release or otherwise affect in any way any rights a Participating State has or may have against any other party or entity whatsoever other than the Released Parties with respect to the Released Claims. In addition, the Released Claims shall not include any claims arising in the ordinary course of

business between the Participating States and the Released Parties concerning product liability, breach of contract, breach of warranty, or personal injury. Furthermore, the Released Claims shall not include any claim Participating States may have that does not arise from the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act set forth in the States' Complaint, such as claims involving "best price," "average wholesale price," "wholesale acquisition cost," reporting practices or Medicaid fraud or abuse; provided, however, that in such litigation GSK preserves its right to assert that any recovery by the Participating States in such litigation involving the drug Relafen should be set off by the pro rata share received from the Settlement Fund and the Participating States reserve the right to assert that there should be no set-off.

(b) In addition, each Participating State hereby expressly waives and releases, upon transfer of the Settlement Amount, any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;

or by any law or any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Participating State may hereafter discover facts other than or different from those which it

knows or believes to be true with respect to the Released Claims but each Participating State hereby expressly waives and fully, finally and forever settles and releases, upon transfer of the Settlement Amount, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of this Paragraph V unless intentionally concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

VI. QUALIFIED SETTLEMENT FUND

The Settlement Fund maintained by the Settlement Administrator is intended by the parties hereto to be treated as a single “qualified settlement fund” for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and to that end, the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. Whether or not the Effective Date has occurred, and whether or not the Settlement Fund qualifies as a qualified settlement fund within the meaning of Treas. Reg. § 1.468B-1, the Settlement Administrator shall cause to be paid from the Settlement Fund any taxes or estimated taxes due on any income earned on the funds in the Settlement Fund and all related costs and expenses. The parties elect that the Settlement Fund should be treated as a “qualified settlement fund” from the earliest possible date and agree to make any “relation back” election that may be available. If amounts received by a Participating State or by Defendants upon any Settlement Payment or Termination, are construed to be income, it is the recipient’s sole responsibility to pay taxes on the amount construed to be income, plus any penalties or interest.

VII. MISCELLANEOUS

(a) This Agreement and attached Exhibits contain the entire agreement and understanding of the Parties. There are no additional promises or terms of the Agreement other than those contained herein. This Agreement shall not be modified except in writing signed by all of the Participating States and Defendants or by their authorized representatives.

(b) The Parties: (1) acknowledge that it is their intent to consummate this Agreement; and (2) agree to cooperate and exercise their best efforts to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement.

(c) The Parties agree that the Settlement Amount, and the other terms set forth in this Agreement were negotiated in good faith by the Parties, and reflect a settlement that was reached voluntarily after investigation, consultation with experienced legal counsel and arms-length negotiations.

(d) Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of the Agreement is or may be used as an admission of, or evidence of: (1) the validity of any Released Claim, or of any wrongdoing or liability of the Defendants, or (2) any fault or omission of the Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

(e) This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their successors and assigns. The Parties expressly disclaim any

intention to create rights which may be enforced by any other person under any circumstances.

(f) All signatories to this Agreement, by their signature, expressly represent that they are fully authorized to execute this Agreement for the Party they represent, including without limitation, all who are encompassed within the definitions of the Participating States or Defendants, on whose behalf the signatory is executing this Agreement. This Agreement may be executed on separate signature pages or in counterparts with the same effect as if all Parties had signed the same instrument.

(g) Except as otherwise provided in this Agreement, neither the Participating States nor Defendants shall have the right to withdraw from this Agreement once the Settlement Agreement has been executed by the Parties.

(h) Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and that Party, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by the other Party.

(i) This Agreement, including, but not limited to, the Released Claims contained herein, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles. The Parties to this Agreement agree that the Final Order shall provide that the Court shall retain jurisdiction to enforce all provisions and terms of this Agreement. This Agreement shall be enforced in the United States District Court for the District of Massachusetts. The

Parties waive any objection that each of them may now or hereafter have to the venue of any such suit, action or proceeding and irrevocably consent to the jurisdiction of the Court and agree to accept and acknowledge service in any such suit, action or proceeding.

(j) The Parties agree and acknowledge that the monies paid as part of this Agreement do not constitute, nor shall they in any way be deemed a payment of a penalty or a fine of any kind. The Parties further acknowledge and agree that Defendants' payment of the Settlement Amount described in this Agreement is strictly for compensatory damages and/or equitable relief. Participating States have not included the imposition of criminal or civil fines or penalties (or payments in lieu thereof) as part of this Settlement Agreement.

(k) The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement in any manner.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by affixing the signatures of their authorized representatives below.

J. JOSEPH CURRAN, JR.
Attorney General
Ellen S. Cooper
Chief, Antitrust Division

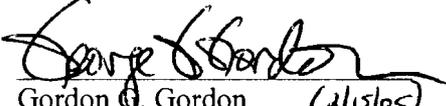
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Dated: _____

DECHERT LLP



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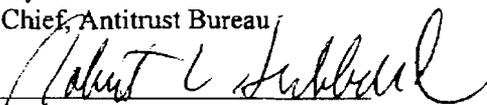
Counsel for Defendants

IN WITNESS WHEREOF, the Parties have entered into this Agreement by affixing the signatures of their authorized representatives below.

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Chief, Antitrust Division

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Dated: 15 February 2005

DECHERT LLP

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george.gordon@dechert.com (e-mail)

Counsel for Defendants

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J. JOSEPH CURRAN, JR.
Attorney General
Ellen S. Cooper
Chief, Antitrust Division



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Robert.Hubbard@oag.state.ny.us (e-mail)

Dated: 2/15/05

DECHERT LLP

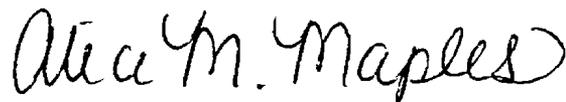
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george.gordon@dechert.com (e-mail)

Counsel for Defendants

Signature block for Plaintiff State of Alabama of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 17, 2005
Montgomery, Alabama

Troy R. King
Alabama Attorney General

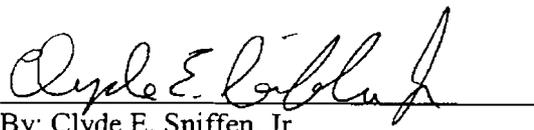


By: Alice M. Maples
Assistant Attorney General
Chief, Consumer Protection and Antitrust Section
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334-242-7335 voice
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Signature block for Plaintiff State of Alaska of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: January 11, 2005
Anchorage, Alaska

GREGG D. RENKES
Attorney General

A handwritten signature in black ink, appearing to read "Clyde E. Sniffen, Jr.", is written over a horizontal line.

By: Clyde E. Sniffen, Jr.
Assistant Attorney General
Commercial and Fair Business Section
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907-276-8554 fax

Signature block for Plaintiff State of Arizona of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 18, 2005
Phoenix, Arizona

Terry Goddard
Attorney General

A handwritten signature in black ink, appearing to read 'N. Bonnell', written over a horizontal line.

By: Nancy M. Bonnell
Antitrust Unit Chief
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nancy.bonnell@azag.gov email

STATE OF ARKANSAS
MIKE BEEBE
Attorney General



Bradford J. Phelps
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Antitrust Division
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Signature block for Plaintiff State of Colorado
Complaint and settlement between Plaintiff States and Defendants in
State of Maryland, et al. v. SmithKline Beecham Corp., et al., (D.Mass.)
01-CV-12239-WGY

Dated: February 14, 2005

JOHN W. SUTHERS
Attorney General



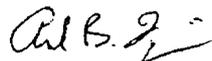
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Attorneys for State of Colorado

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Telephone: 303-866-5079

Signature Block for Plaintiff State of Connecticut of Settlement between and among Plaintiff States and GlaxoSmithKline, plc in *In re Relafen Antitrust Litigation*, Master File No. 01-122389-WGY

RICHARD BLUMENTHAL
Attorney General

MICHAEL E. COLE
Assistant Attorney General
Department Head/Antitrust Department

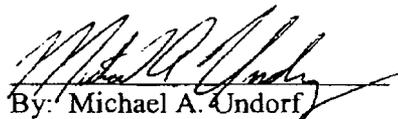


Arnold B. Feigin
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Signature block for Plaintiff State of Delaware of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 11, 2005
Wilmington, Delaware

M. Jane Brady
Attorney General



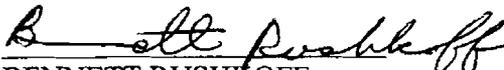
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Signature block for Plaintiff District of Columbia of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 15, 2005
Washington, DC

ROBERT J. SPAGNOLETTI
Attorney General

DAVID M. RUBENSTEIN
Deputy Attorney General
Public Safety Division


BENNETT RUSHKOFF
Chief, Consumer and Trade Protection Section


ANIKA SANDERS COOPER
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Attorneys for the District of Columbia

Signature block for Plaintiff State of Florida of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 14th, 2005
Tallahassee, Florida

Charles J. Crist, Jr.
Attorney General of Florida

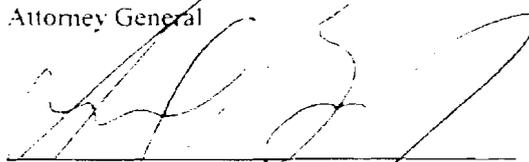


By: Patricia A. Conners
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Signature block for Plaintiff State of Georgia of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: March 5, 2005
Atlanta, Georgia

THURBERT E. BAKER
Attorney General



By: SIDNEY R. BARRETT, JR.
Senior Assistant Attorney General
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Atlanta, Georgia 30334
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Signature block for Plaintiff State of Hawaii of Settlement between and among Plaintiff
States and GlaxoSmithKline, plc in *In re Relafen Antitrust Litigation*,
Master File No. 01-12239-WGY

Dated February 17, 2005
Honolulu, Hawaii

Mark J. Bennett
Attorney General

A handwritten signature in black ink, appearing to read "Rodney I. Kimura", written over a horizontal line.

Rodney I. Kimura
Deputy Attorney General
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Signature block for Plaintiff State of Idaho of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: January 12, 2005
Boise, Idaho

LAWRENCE G. WARDEN
ATTORNEY GENERAL
STATE OF IDAHO

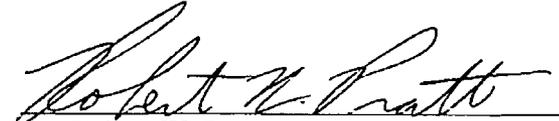


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Signature block for Plaintiff State of Illinois of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: March 18, 2005
Chicago, Illinois

Lisa Madigan
Attorney General

A handwritten signature in cursive script, appearing to read "Robert W. Pratt", written over a horizontal line.

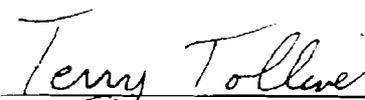
By: Robert W. Pratt
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rpratt@atg.state.il.us email

Signature block for Plaintiff State of Indiana of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 17, 2005
Indianapolis, Indiana

STEVE CARTER
Indiana Attorney General

By:

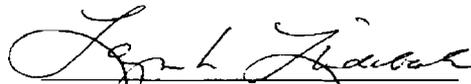


Terry Tolliver
Deputy Attorney General
Office of Attorney General
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E-Mail: ttolliver@atg.state.in.us

Signature block for Plaintiff State of Iowa in Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 3, 2005
Des Moines, Iowa

Thomas J. Miller
Attorney General



By: Layne M. Lindebak
Special Litigation Division
Iowa Department of Justice
Second Floor, Hoover Office Building
1305 East Walnut
Des Moines, Iowa 50319
515 281-7954 voice
515 281-4902 telecopy
Llindeb@ag.state.ia.us email

Signature block for Plaintiff State of Kansas of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 15, 2005

Phill Kline
Attorney General



By: Karl R. Hansen, #18232
Assistant Attorney General
120 SW 10th St., 2nd Floor
Topeka, Kansas 66612
Phone: (785) 296-2215
Fax: (785) 296-6296
hansenk@ksag.org

RECEIVED

FEB 14 2005

ANTITRUST BUREAU

GREGORY D. STUMBO
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "D. Vandeventer", is written over the printed name of the Assistant Attorney General.

David R. Vandeventer
Assistant Attorney General
Office of Consumer Protection
(502) 696-5389



CHARLES C. FOTI, JR.
ATTORNEY GENERAL

State of Louisiana
DEPARTMENT OF JUSTICE
P.O. BOX 94005
BATON ROUGE
70804-9005

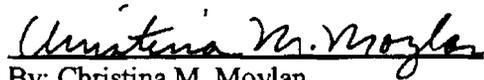
CHARLES C. FOTI, JR.
Attorney General
State of Louisiana

BY: *Jane Bishop Johnson*
Jane Bishop Johnson
Assistant Attorney General
Louisiana Department of Justice
1885 N. 3rd Street
Baton Rouge, Louisiana
(225) 326-6465
(225) 326-6499 (fax)

Signature block for Plaintiff State of Maine of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 3, 2005
Augusta, Maine

G. Steven Rowe
Attorney General

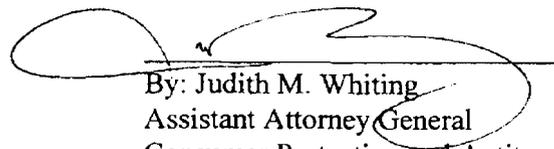


By: Christina M. Moylan
Assistant Attorney General
Maine Department of Attorney General
6 State House Station
Augusta, Maine 04333-0006
202-626-8838 voice
207-624-7730 fax
christina.moylan@maine.gov

Signature block for Plaintiff Commonwealth of Massachusetts for insertion in Settlement Agreement between and among Plaintiff States and GlaxoSmithKline, plc in *In re Relafen Antitrust Litigation*, Master File No. 01-12239-WGY

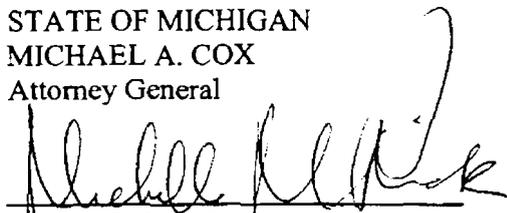
Dated: February 16, 2005
Boston, Massachusetts

Thomas F. Reilly
Attorney General

A handwritten signature in black ink, appearing to read 'Judith M. Whiting', is written over a horizontal line. The signature is stylized with a large loop on the left and a flourish on the right.

By: Judith M. Whiting
Assistant Attorney General
Consumer Protection and Antitrust Division
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place
Boston, Massachusetts 02108
tel. (617) 727-2200, ext. 2959
fax (617) 727-5765
email: judith.whiting@ago.state.ma.us

STATE OF MICHIGAN
MICHAEL A. COX
Attorney General

A handwritten signature in black ink, appearing to read "Michelle M. Rick", written over a horizontal line.

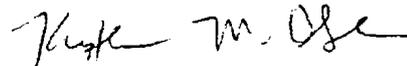
Michelle M. Rick
Assistant Attorney General
Consumer Protection Division
Antitrust Section
Attorneys for the State of Michigan
G. Mennen Williams Building, 6th Floor
525 W. Ottawa Street
Lansing, MI 48913
Telephone: 517-373-1123

Dated: March 7, 2005

Signature block for the Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 11, 2005
St. Paul, Minnesota

MIKE HATCH
Attorney General

A handwritten signature in black ink, appearing to read "Kristen M. Olsen". The signature is fluid and cursive, with the first name "Kristen" being the most prominent.

By: Kristen M. Olsen
Assistant Attorney General
Atty. Reg. No. 30489X
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101-2130
(651) 296-2921 (Voice)
(651) 296-1410 (TTY)
Kristen.Olsen@state.mn.us

Signature block for Plaintiff State of Mississippi of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 11, 2005
Jackson, Mississippi

Jim Hood
Attorney General

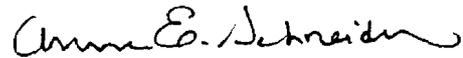
A handwritten signature in black ink, reading "Sondra S. McLemore". The signature is written in a cursive style with a horizontal line underneath.

By: Sondra S. McLemore
Special Assistant Attorney General
P.O. Box 22947
Jackson, Mississippi
601 359-3748 voice
601 359-4231 telecopy
ssimp@ago.state.ms.us email

Signature block for Plaintiff State of Missouri of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 10, 2005
Jefferson City, Missouri

JEREMIAH W. (JAY) NIXON
Attorney General

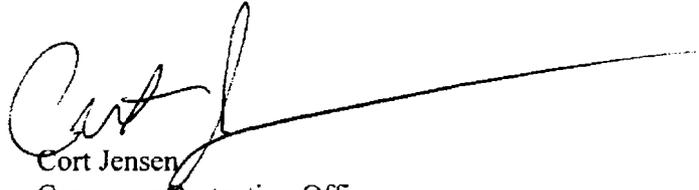


By: Anne E. Schneider
Antitrust Counsel
P. O. Box 899
Jefferson City, MO 65102
(573) 751-3321
(573) 751-7948 (facsimile)
Anne.Schneider@mail.gso.state.mo.us

Signature block for Plaintiff State of Montana of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

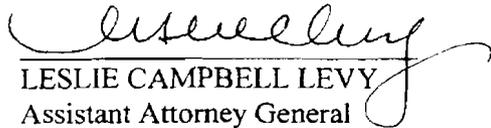
Dated: January 11, 2005
Helena, Montana

Cort Jensen
Consumer Chief

A handwritten signature in black ink, appearing to read 'Cort Jensen', is written over a horizontal line that extends to the right.

Cort Jensen
Consumer Protection Office
Special Assistant Attorney General
1219 8th Ave
Helena, MT 59620
406-444-5439 Phone
406-44-9680 Fax
cojensen@mt.gov

STATE OF NEBRASKA
JON BRUNING
Attorney General



LESLIE CAMPBELL LEVY
Assistant Attorney General
Director, Consumer Protection & Antitrust
Nebraska Attorney General's Office
2115 State Capitol
Lincoln, Nebraska 68509
Telephone: (402) 471-2811

Signature block for Plaintiff State of Nevada of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Date: February 14, 2005

STATE of NEVADA
BRIAN SANDOVAL
Attorney General



By: Adriana Escobar Chanos
Consumer Advocate & Chief Deputy Attorney General
Bureau of Consumer Protection
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
Phone: (702) 486-3579
Fax: (702) 486-3283

Signature block for Plaintiff State of New Hampshire of Settlement between and among Plaintiff States and GlaxoSmithKline, plc in *In re Relafen Antitrust Litigation*, master File No. 01-12239-WGY

Dated: February 23, 2005

KELLY A. AYOTTE
Attorney General

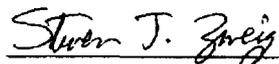
A handwritten signature in black ink, appearing to read 'D. Rienzo', is written over a horizontal line.

By: David A. Rienzo
Consumer Protection and Antitrust Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, New Hampshire 03301
(603) 271-3643 voice
(603) 223-6239 fax
david.rienzo@doj.nh.gov

Signature block for Plaintiff State of New Jersey of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: March 4, 2005
Trenton, New Jersey

PETER C. HARVEY
Attorney General

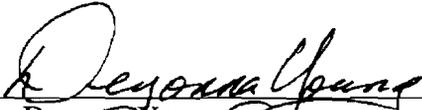


By: Steven J. Zweig
Deputy Attorney General
New Jersey Department of Law and Public Safety
Division of Criminal Justice
P.O. Box 085
Trenton, NJ 08625-0085
(609)984-3878
fax: (609)633-7798
email: zweigs@njdcj.org

Signature block for Plaintiff State of New Mexico of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: January 31, 2005
Santa Fe, New Mexico

Patricia A. Madrid
Attorney General


By: Deyonna Young
Assistant Attorney General
Litigation Division
111 Lomas Boulevard NW, Suite 300
Albuquerque, New Mexico 87102
505-222-9000 voice
505-222-9086 telecopy
DYoung@ago.state.nm.us email

Signature block for Plaintiff State of New York of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February/ 2, 2005
New York, New York

Eliot Spitzer
Attorney General



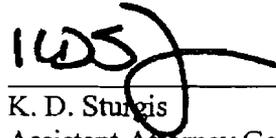
By: Jay L. Himes
Chief, Antitrust Bureau
120 Broadway, Suite 26C
New York, NY 10271-0332
212 416-8282 voice
212 416-6015 telecopy
Jay.Himes@oag.state.ny.us email

Signature block for Plaintiff State of North Carolina of Settlement
between and among Plaintiff States and GlaxoSmithKline, PLC, in
In Re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 18, 2005

ROY COOPER
ATTORNEY GENERAL OF NORTH CAROLINA

By:

A handwritten signature in black ink, appearing to read "KDS", is written over a horizontal line.

K. D. Sturgis
Assistant Attorney General
N.C. State Bar No. 9486
North Carolina Department of Justice
Consumer Protection/Antitrust Division
9001 Mail Service Center
Raleigh, NC 27699-9001
Telephone: 919/716.6000
Facsimile: 919/716.6050
E-Mail: Ksturgis@ncdoj.com

RELAFEN ANTITRUST LITIGATION

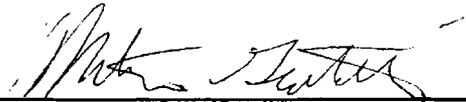
State of North Dakota
Wayne Stenehjem
Attorney General

By: 
Todd A. Sattler, ID No. 05718
Assistant Attorney General
Consumer Protection and
Antitrust Division
Office of Attorney General
P.O. Box 1054
Bismarck, ND 58502-1054
(701) 328-5570

Signature block for Plaintiff State of Ohio of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 8, 2005

Jim Petro
Attorney General of Ohio

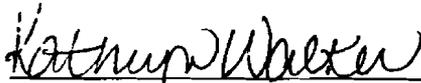


By: Mitchell L. Gentile
Principal Attorney
Ohio Attorney General's Office
Antitrust Section
150 East Gay Street, 20th Floor
Columbus, OH 43215
614 466-4328 voice
614 995-0266 facsimile

Signature block for Plaintiff State of Oklahoma of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 11, 2005
Oklahoma City, Oklahoma

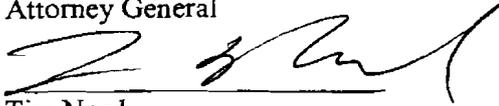
W.A. Drew Edmondson
Attorney General

A handwritten signature in cursive script, reading "Kathryn L. Walker", written over a horizontal line.

By: Kathryn L. Walker
Assistant Attorney General
Consumer Protection Unit
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
Phone: (405) 521-4274
Fax: (405) 528-1867

Settlement Agreement Between Plaintiff States and GlaxoSmithKline: Relafen

STATE OF OREGON
HARDY MYERS
Attorney General

A handwritten signature in black ink, appearing to read 'Tim Nord', written over a horizontal line.

Tim Nord
Senior Assistant Attorney General
Attorney for the State of Oregon
Oregon Department of Justice
1162 Court Street NE
Salem, Oregon 97301
Telephone: 503-947-4333

Signature Block for Plaintiff Commonwealth of Pennsylvania in Settlement Agreement
By and Among Plaintiff States and GlaxoSmithKline, plc,
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 17, 2005
Harrisburg, PA

Respectfully submitted,

THOMAS W. CORBETT, JR.
Attorney General for the Commonwealth of
Pennsylvania

JAMES A. DONAHUE, III
Chief Deputy Attorney General
Antitrust Section



Joseph S. Betsko
Deputy Attorney General
Antitrust Section
Pennsylvania Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530
(717) 787-705-7110 (facsimile)
jbetsko@attorneygeneral.gov

SIGNATURE BLOCK
Commonwealth of Puerto Rico
for settlement between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: March _____, 2005
San Juan, Puerto Rico



Roberto J. Sánchez Ramos
Attorney General of Puerto Rico

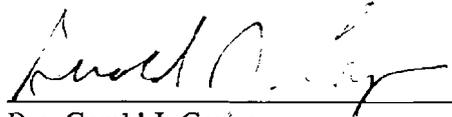


By: José G. Díaz Tejera
Assistant Attorney General
Commonwealth of Puerto Rico
Department of Justice
Office of Monopolistic Affairs
Box 9020192, San Juan, PR 00902-0192
(787) 721-2900 Exts. 2214 – 2218
Fax - 725-2475
jdiaz@justicia.gobierno.pr
yserrano@justicia.gobierno.pr

Signature block for Plaintiff State of Rhode Island of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 17, 2005
Providence, Rhode Island

Patrick C. Lynch
Attorney General

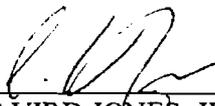
A handwritten signature in black ink, appearing to read "Gerald J. Coyne", written over a horizontal line.

By: Gerald J. Coyne
Deputy Attorney General
Department of Attorney General
150 South Main Street
Providence, RI 02903
Tel.: (401) 274-4400 Ext. 2257
Fax: (401) 222-1302
Email: gcoyne@riag.ri.gov

Signature block for Plaintiff State of South Carolina of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: January 14, 2005

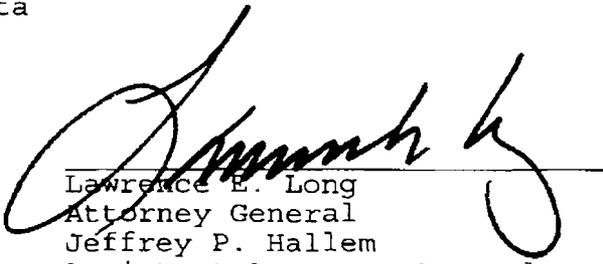
HENRY D. McMASTER
Attorney General of the State of South Carolina

BY: 

C. HAVIRD JONES, JR.
Senior Assistant Attorney General
P. O. Box 11549
Columbia, SC 29211
(803) 734-3680
(803) 734-3677 (Facsimile)
agsjones@ag.state.sc.us

Signature block for Plaintiff State of South
Dakota of Settlement between and among
Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master
File No. 01-12239-WGY

Dated: January 19, 2005
Pierre, South Dakota

A handwritten signature in cursive script, appearing to read "Jeffrey P. Hallem", is written over a horizontal line. The signature is fluid and extends above and below the line.

Lawrence E. Long
Attorney General
Jeffrey P. Hallem
Assistant Attorney General
500 E. Capitol
Pierre, South Dakota 57501
(605) 773-3215
(605) 773-4106 facsimile

Signature block for Plaintiff State of Tennessee of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: January 25, 2005
Nashville, Tennessee

Paul G. Summers
Attorney General

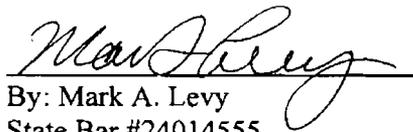
A handwritten signature in cursive script that reads "S. Elizabeth Martin". The signature is written in black ink and is positioned above a horizontal line.

By: S. Elizabeth Martin
Senior Counsel
425 5th Avenue North
Nashville, Tennessee 37243-0485
615-532-5732
615-741-1026 Fax
Elizabeth.Martin@state.tn.us

Signature block for Plaintiff State of Texas of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: January 12, 2005
Austin, Texas

Greg Abbott
Attorney General

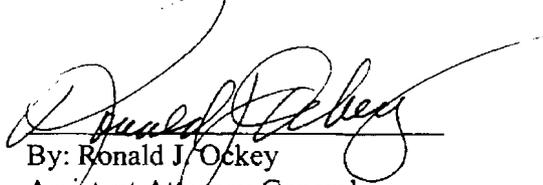
A handwritten signature in cursive script, appearing to read "Mark A. Levy", is written over a horizontal line.

By: Mark A. Levy
State Bar #24014555
Assistant Attorney General
Antitrust & Civil Medicaid Fraud Division
Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548
512-936-1847 voice
512-320-0975 telecopy
Mark.Levy@oag.state.tx.us email

Signature block for Plaintiff State of Utah of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 23, 2005
Salt Lake City, Utah

Mark L. Shurtleff
Attorney General

A handwritten signature in black ink, appearing to read "Ronald J. Ockey", is written over a horizontal line. The signature is fluid and cursive.

By: Ronald J. Ockey
Assistant Attorney General
160 East 300 South, Fifth Floor
801-366-0359
801-366-0315 (fax)
rockey@utah.gov

Signature block for Plaintiff State of Vermont of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 16, 2005
Montpelier, VT

WILLIAM H. SORRELL
Attorney General

A handwritten signature in cursive script that reads "Julie Brill". The signature is written in black ink and is positioned above the typed name and title.

By: Julie Brill
Assistant Attorney General and
Director, Antitrust
109 State Street
Montpelier, VT 05609-1001

(802) 828-3658 voice
(802) 828-2154 telecopy
jbrill@atg.state.vt.us email

Signature block for Plaintiff Territory of the United States Virgin Islands for Settlement between and among Plaintiff States and Territories and GlaxoSmithKline, plc in *In re Relafen Antitrust Litigation*, Master File No. 01-12239-WGY. Authority for this action is found in Title 3, Chapter 8, Section 114 of the Virgin Islands Code.

Dated: March 21, 2005
St. Thomas, VI

Respectfully submitted,

ALVA A. SWAN
Acting Attorney General
ELLIOTT M. DAVIS
Solicitor General

By:

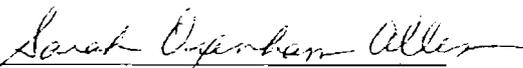


Douglas J. Juergens
Assistant Attorney General
Virgin Islands Department of Justice
3438 Kronprindsens Gade
GERS Complex, 2nd Floor
St. Thomas, VI 00802
Tel/Fax: (340) 774-5666/774-9710
Email: douglasjuergens@yahoo.com

Signature block for Plaintiff Commonwealth of Virginia of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: March 3, 2005
Richmond, Virginia

Judith Williams Jagdmann
Attorney General

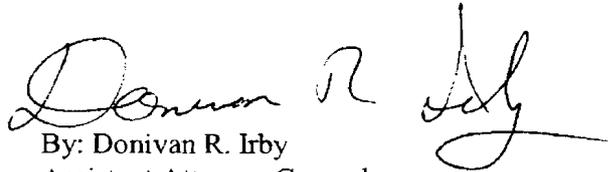
By: 
Sarah Oxenham Allen
Assistant Attorney General
Antitrust and Consumer Litigation Section
Office of the Attorney General
900 East Main Street
Richmond, VA 23219
(804) 786-6557
Fax: (804) 786-0122
Email: SOAllen@oag.state.va.us

Signature block for Plaintiff State of Washington of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 4, 2005
Seattle, Washington

STATE OF WASHINGTON
ROB MCKENNA
Attorney General

TINA E. KONDO
Senior Assistant Attorney General
Antitrust Division Chief

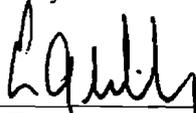
A handwritten signature in black ink, appearing to read "Donovan R. Irby". The signature is written in a cursive style with a large, stylized initial "D".

By: Donovan R. Irby
Assistant Attorney General
206-464-7589
206-587-5636
doni@atg.wa.gov

Signature block for Plaintiff State of Wisconsin of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: February 2, 2005
Madison, Wisconsin

Peggy A. Lautenschlager
Attorney General

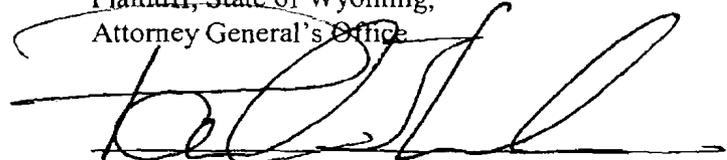


By: Eric J. Wilson
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street, Room 737
Madison, WI 53702
(608) 266-8986
(608) 267-2778 (Fax)
wilsonej@doj.state.wi.us

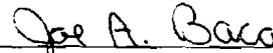
Signature block for Plaintiff State of Wyoming, of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Relafen Antitrust Litigation, Master File No. 01-12239-WGY

Dated: March 1, 2005

Plaintiff, State of Wyoming,
Attorney General's Office



PATRICK J. CRANK
Attorney General



JOE A. BACA
Senior Assistant Attorney General
123 Capitol Building
Cheyenne, WY 82002
Phone: (307) 777-3730
Fax: (307) 777-3435
E-Mail: jbaca@state.wy.us