SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered by and among the following Parties as defined below: (i) Participating States and (ii) SmithKline Beecham Corporation and GlaxoSmithKline, plc (collectively "GSK");

WHEREAS, Participating States allege that GSK unlawfully obtained its patent protection for Augmentin through fraud on the United States Patent and Trademark Office ("PTO") and unlawfully excluded generic competition through sham patent litigation against generic manufacturers, all in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2, and state antitrust and/or unfair competition laws, and Participating States have conducted an investigation relating to the claims and underlying events related to such alleged violations and are familiar with the liability and damages aspects of the claims that the Participating States may be able to assert;

WHEREAS, Participating States allege that GSK unlawfully maintained a monopoly for Amoxicillin/clavulanate potassium-based Products in the United States by obtaining, maintaining, and/or enforcing patents related to those products;

WHEREAS, Participating States further allege that GSK's conduct caused the FDA to delay final approval of applications by generic drug manufacturers to market generic Amoxicillin/clavulanate potassium-based Products and as a result of GSK's alleged conduct, which blocked generic competition, governmental entities were forced to pay more for Amoxicillin/clavulanate potassium-based Products;

WHEREAS, GSK contests all of the Participating States' allegations and contends that GSK's patents related to Augmentin were properly and lawfully obtained from the United States Patent and Trademark Office and properly asserted against manufacturers of generic Amoxicillin/clavulanate potassium-based Products;

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;

WHEREAS, GSK has settled similar allegations through the Augmentin End Payor Settlement in *Ryan-House v. GlaxoSmithKline plc*, No. 2:02 cv 442 (E.D. Va.), in which the class definition included government parties as to their purchases of Augmentin in connection with the provision of health-care benefits to their employees but excluded governmental entities as to their other Augmentin purchases, and this agreement is meant to resolve these excluded claims;

NOW, THEREFORE, WITNESSETH, this Agreement is intended by the Parties fully, finally, and forever to 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 meaning specified below:

(a) "Amoxicillin/clavulanate potassium-based Products" means Augmentin and/or its AB-rated generic bioequivalents.

(b) "Augmentin" means the amoxicillin/clavulanate potassium-based prescription drug sold under the trademark Augmentin®.

(c) "Augmentin End Payor Settlement" means the Settlement Agreement by and between the End Payor Settlement Class and GSK in *Ryan-House v. GlaxoSmithKline plc,* No. 2:02 cv 442 (E.D. Va.).

(d) "Effective Date" means the earlier of (I) the affirmative decision by each and every state as conveyed to GSK by State Liaison Counsel as to whether to participate

in this settlement; or (II) forty-five ("45") days after the date this Agreement is signed by authorized representatives for GSK and State Liaison Counsel.

(e) "GSK" means SmithKline Beecham Corporation and GlaxoSmithKline plc.

(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. California and West Virginia are Non-participating States whose purchases are excluded from the provisions of Section IV of this Agreement.

(g) "Participating States" means each undersigned state, commonwealth or territory of the United States 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 GSK.

(i) "Released Claims" means, except as otherwise limited in Paragraph V, 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 arise out of conduct, events or transactions, prior to the date hereof, which are either asserted in the foregoing WHEREAS clauses or which arise out of conduct, events or transactions, prior to the date hereof, set forth in the foregoing WHEREAS clauses, involving the pricing or purchase of, or the enforcement of intellectual property related to, the drug Augmentin or any Amoxicillin/clavulanate potassium-based Products.

(j) "Released Parties" means GSK and its 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).

(k) "Relevant Period" means the period from January 1, 2000 through and including April 30, 2004.

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

(m) "Settlement Amount" means three million five hundred thousand dollars ($3,500,000) or such lesser amount as may be determined in accordance with the provisions of Paragraph IV, which is to be paid as provided in Paragraph III.

(n) "Settlement Fund" means the sum of the Settlement Amount plus all interest or other income that accrues thereon.

(o) "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 Augmentin End Payor Settlement, are excluded from this definition.

(p) "State Liaison Counsel" means the Attorney General of the State of Ohio.

(q) "Total Nationwide Augmentin Sales" means GSK's total sales of Augmentin to each and every state except California and West Virginia during the Relevant Period.

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) GSK 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 business days of the Effective Date of this Agreement. GSK's transfer of the Settlement Amount to the Settlement Administrator shall satisfy GSK's obligation to make payments under this Agreement. GSK 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) 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 GSK or the Settlement Administrator be held liable for any increases or decreases of the Settlement Fund.

(d) The apportionment and distribution of the Settlement Fund 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 whose Augmentin purchases during the Relevant Period represent 80% of GSK's Total Nationwide Augmentin Sales have not become signatories to this Agreement, GSK shall have the option, in its discretion, to:

(1) terminate this Agreement; or

(2) proceed with this Agreement but reduce the Settlement Amount by an amount equal to the percentage of GSK's sales of Augmentin to these Non-participating States taken as a percentage of Total Nationwide Augmentin Sales (e.g., if sales to Non-participating States represent 30% of Total Nationwide Augmentin Sales, the Settlement Amount would likewise be reduced by 30%).

(b) If, by the Effective Date, Participating States whose Augmentin purchases during the Relevant Period represent more than 80%, but less than 100%, of Total Nationwide Augmentin Sales have become signatories to this Agreement, the Settlement Amount shall be reduced by the ratio of GSK's sales of Augmentin to the Non-participating States over Total Nationwide Augmentin Sales.

(c) For purposes of this Paragraph, GSK's sales to states shall be determined from Medicaid expenditure data found at http://new.cms.hhs.gov/MedicaidDrugRebateProgram/SDUD/list.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, sue or 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. The Released Claims shall not include any claims arising in the ordinary course of business between the Participating States and the Released Parties based on product liability, breach of contract, breach of warranty, 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 herein such as claims involving "best price" reporting practices, "average wholesale price," "wholesale acquisition cost," prescription drug importation, Medicaid drug rebate statutes violations; and/or Medicaid fraud or abuse. GSK reserves its right to assert that any recovery by any Participating States in litigation involving any of the above excluded claims as they relate to the drug Augmentin should be set-off by that Participating State's pro rata share received from the Settlement Fund, and the Participating States reserve the right to assert that there should be no such 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 of 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 Claim with respect to the subject matter of this

Paragraph VI 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 Settlement Fund qualifies as a qualified settlement fund within the meaning of Treas. Reg. § 1.498B-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 shall 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 GSK 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 Exhibit 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 GSK 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 GSK, or (2) any fault or omission of GSK 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 that may be enforced by any other person under any circumstances.

(f) All signatories to this Agreement, by their signature, expressly represent and warrant 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. This Agreement may be executed on separate signature pages, such as Exhibit A, 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 GSK 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) (1) 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 Pennsylvania without regard to its conflict of laws principles.

(2) Subject to subparagraph (3) below, the Parties to this Agreement agree that this Agreement shall be enforceable in the United States District Court for the Eastern District of Pennsylvania. 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 United States District Court for the Eastern District of Pennsylvania and agree to accept and acknowledge service in any such suit, action or proceeding.

(3) If the United States District Court for the Eastern District of Pennsylvania shall lack subject matter jurisdiction over any claim arising under this Agreement, then the Parties to this Agreement agree that this Agreement shall be enforceable in the Court of Common Pleas, County of Philadelphia, in the Commonwealth of Pennsylvania. In such circumstances, 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 of Common Pleas, County of Philadelphia, 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

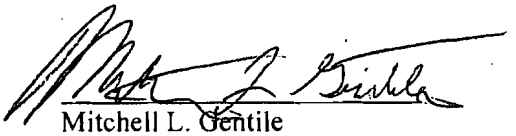
or a fine of any kind. The Parties further acknowledge and agree that GSK's payment of the Settlement Amount described in this Agreement is strictly for compensatory damages and/or equitable relief. Participating States have not included the imposition of criminal or civil fines or penalties (or payments 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.

State Liaison Counsel

STATE OF OHIO
JIM PETRO
Attorney General
Jennifer L. Pratt
Senior Deputy Attorney General,
Antitrust Section

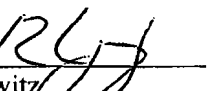


Mitchell L. Gentile
Principal Attorney, Antitrust Section
150 E. Gay Street, 20th Floor
Columbus, OH 43215
(614) 466-4328

Dated: 2-23-06

Counsel for SmithKlineBeecham Corporation and GlaxoSmithKline plc

CLEARY GOTTLIEB STEEN & HAMILTON LLP

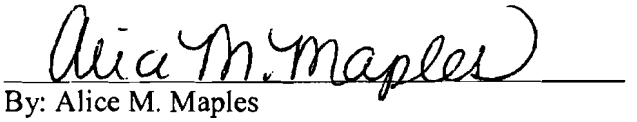


Michael R. Lazerwitz
Cleary Gottlieb Steen & Hamilton LLP
2000 Pennsylvania Ave., NW
Suite 9000
Washington, DC 20006

Dated: February 24, 2006

Signature Page for Participating State of Alabama
to Settlement Agreement concerning Augmentin ® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Troy King
Alabama Attorney General



By: Alice M. Maples
Assistant Attorney General
Chief, Consumer Protection and Antitrust Section
11 South Union Street
Montgomery, Alabama 36130
334-353-3763 voice
334-242-2433 telecopy
amaples@ago.state.al.us email

Dated: March 15, 2006.

EXHIBIT A

Signature Page for Participating State of Alaska
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

DAVID W. MÁRQUEZ
ATTORNEY GENERAL

DATED: February 27, 2006
Anchorage, Alaska

By: Clyde E. Sniffen, Jr.
Assistant Attorney General
1031 W. 4th Avenue, Suite 200
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(907) 269-5200
Ed_Sniffen@law.state.ak.us e-mail

Signature Page for Participating State of Arizona
To Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc in

STATE OF ARIZONA
TERRY GODDARD
Attorney General

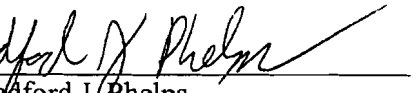
Nancy M. Bonnell
Antitrust Unit Chief
Public Advocacy Division
1275 West Washington
Phoenix, Arizona 85007
Phone: (602) 542-7728
Fax: (602) 542-9088
Nancy.Bonnell@azag.gov

Dated: March 1, 2006

EXHIBIT A

Signature Page for Participating State of Arkansas
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Mike Beebe
Attorney General



By: Bradford J. Phelps
Assistant Attorney General
Office of the Attorney General of Arkansas
323 Center Street, Suite 200
Little Rock, AR 72201
(501) 682-3625
(501) 682-8118

Dated: February 24, 2006

EXHIBIT A

Signature Page for Participating State of Colorado
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

JOHN W. SUTHERS
Attorney General

DEVIN LAIHO
Assistant Attorney General
Consumer Protection Section
Attorneys for State of Colorado

1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: 303-866-5079
Email: Devin.Laiho@state.co.us

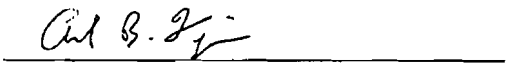
Dated: March 27, 2006

EXHIBIT A

Signature Page for Participating State of Connecticut
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

RICHARD BLUMENTHAL
Attorney General

MICHAEL E. COLE
Assistant Attorney General
Antitrust Department Head



By: Arnold B. Feigin
Assistant Attorney General
Antitrust Department
Office of the Connecticut Attorney General
Tel: (860) 808-5040
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Dated: March 20, 2006

Signature Page for Participating State of Delaware
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Carl C. Danberg
Attorney General

By: Michael A. Undorf
Deputy Attorney General
820 N. French Street, 5th Floor
Wilmington, DE 19801
302-577-8924
302-577-6987 (facsimile)

Dated: February 24, 2006

Signature block for the District of Columbia to Settlement Agreement concerning Augmentin® by and among Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

ROBERT J. SPAGNOLETTI
Attorney General for the District of Columbia

DAVID M. RUBENSTEIN
Deputy Attorney General
Public Safety Division

BENNETT RUSHKOFF
Chief, Consumer and Trade Protection Section

DON A. RESNIKOFF
Senior Assistant Attorney General

ANIKA SANDERS COOPER
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FAX: (202) 727-6546
Anika.Cooper@dc.gov

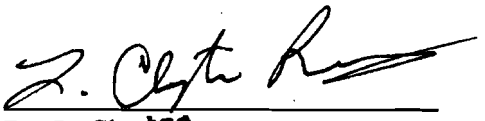
Attorneys for the District of Columbia

Dated: Feb 27, 2006

Signature Page for Participating State of Florida to Settlement Agreement concerning Augmentin by and among Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Dated: February 23, 2006

Charles J. Crist, Jr.
Attorney General



By: L. Clay Roberts
Deputy Attorney General
Patricia A. Conners
Director, Antitrust Division
Elizabeth G. Arthur
Assistant Attorney General
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State of Florida
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EXHIBIT A

Signature Page for Participating State of Georgia
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Thurbert E. Baker
Attorney General

By: Sidney R. Barrett, Jr.
Senior Assistant Attorney General
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Fax: 404-656-0677

Dated: 6 March, 2006

EXHIBIT A

Signature Page for Participating State of HAWAII
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Mark J. Bennett
Attorney General
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Department of the Attorney General
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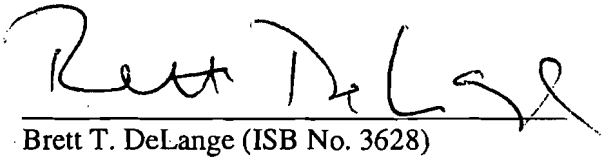
Telecopy: 808-586-1238

Dated: March 1, 2006, Honolulu, Hawaii

Signature Page for Participating State of Idaho
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Dated: March 13, 2006
Boise, Idaho

LAWRENCE G. WASDEN
ATTORNEY GENERAL
STATE OF IDAHO



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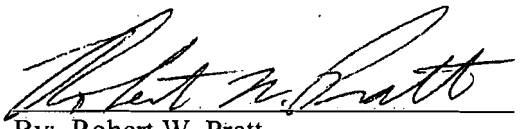
Signature Page for Participating State of Illinois
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

LISA MADIGAN
Attorney General



By: Robert W. Pratt
Chief, Antitrust Bureau
100 W. Randolph Street, 13th Floor
Chicago, Illinois 60601
312-814-3722
312-814-1154

Dated: March 3, 2006

EXHIBIT A

Signature Page for Participating State of Indiana
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Dated: March 29, 2006

Steve Carter
Indiana Attorney General

By: _____

Terry Tolliver
Deputy Attorney General
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Indianapolis, IN 46204
Telephone: (317) 233-3300
Facsimile: (317) 233-4393
E-Mail: ttolliver@atg.state.in.us

EXHIBIT A

Signature Page for Participating State of Iowa
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

THOMAS J.MILLER
Attorney General

By: Layne M. Lindebak
Assistant Attorney General
Iowa Department of Justice
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Des Moines, IA 50319
Phone: 515 281-7054
Fax: 515 281-4902

Dated: February 23, 2006

Signature Page for Participating State of Kansas
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

STATE OF KANSAS
PHILL KLINE
Attorney General

Lynette R Bakker

By: Lynette R. Bakker #22104
Assistant Attorney General
120 SW 10th St., 2nd Floor
Topeka, Kansas 66612
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BakkerL@ksag.org e-mail

Dated: February 23, 2006
Topeka, Kansas

EXHIBIT A

Signature Page for Participating Commonwealth of Kentucky
to Settlement Agreement concerning Augmentin®
by and among Participating States
and SmithKline Beecham Corporation and GlaxoSmithKline, plc

GREGORY D. STUMBO
ATTORNEY GENERAL OF KENTUCKY

By: Todd E. Leatherman, Director
Consumer Protection Division
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601
(502) 696-5389 phone
(502) 573-8317 fax

Dated: February 24, 2006

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ANTITRUST

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

CHARLES C. FOTI, JR.
ATTORNEY GENERAL

EXHIBIT A

Signature Page for Participating State of Louisiana

to Settlement Agreement concerning Augmentin® by and among

Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Charles C. Foti, Jr.
Attorney General

Jane Bishop Johnson

By: Jane Bishop Johnson
AAG/Antitrust
Louisiana Department of Justice
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Baton Rouge, LA 70802
Phone: 225-326-6467
Fax: 225-326-6499

Dated: February 24, 2006

EXHIBIT A

Signature Page for Participating State of Maine
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

G. STEVEN ROWE
Attorney General

Christina M. Moylan

By: Christina M. Moylan
Assistant Attorney General
6 State House Station
Augusta, Maine 04333-0006
207/626-8838 voice
207/624-7730 fax

Dated: March 17, 2006

EXHIBIT A

Signature Page for Participating State of Maryland
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

J. JOSEPH CURRAN, JR.
Attorney General
Ellen S. Cooper
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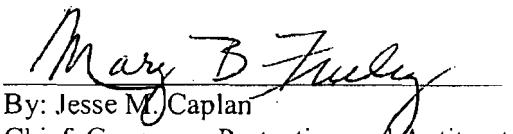
Dated: March 6, 2006

EXHIBIT A

Signature Page for the Commonwealth of Massachusetts
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Thomas F. Reilly
Attorney General



By: Jesse M. Caplan
Chief, Consumer Protection and Antitrust Division
Mary B. Freeley
Assistant Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200
(617) 727-5765 (facsimile)

Dated: March 14, 2006

STATE OF MICHIGAN
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Attorney General

Michelle M. Rick
Assistant Attorney General
Consumer Protection Division
Attorneys for the State of Michigan
G. Mennen Williams Building, 6th Floor
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EXHIBIT A

Signature Page for Participating State of Minnesota
Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Dated: March 1, 2006

MIKE HATCH
Attorney General

Ann Beimdiek Kinsella

ANN BEIMDIEK KINSELLA
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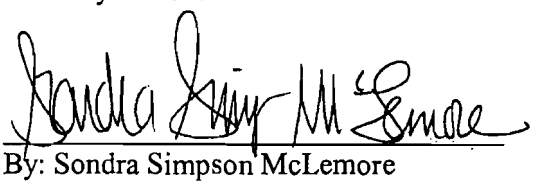
Signature Page for Participating State of Mississippi
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Jim Hood
Attorney General



By: Sondra Simpson McLemore
Special Assistant Attorney General
Consumer Protection
802 North State Street, Suite 301
Jackson, MS 39225
(601) 359-3748
(601) 359-4231 (Fax)
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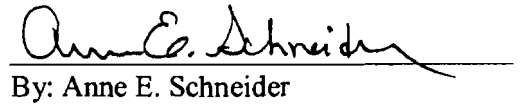
Dated: March 13, 2006

EXHIBIT A

Signature Page for Participating State of Missouri
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

JEREMIAH W. (JAY) NIXON
Attorney General



By: Anne E. Schneider
Assistant Attorney General/Antitrust Counsel
P.O. Box 899
Jefferson City, MO 65109
573-751-8455 (Tel.)
573-751-2041 (Fax)

Dated: March 3, 2006

EXHIBIT A

Signature Page for Participating State of Montan
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Mike McGrath
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Consumer Protection Office
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Dated: March 1, 2006

EXHIBIT A

Signature Page for Participating State of Nebraska
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

STATE OF NEBRASKA
JON BRUNING
Attorney General

LESLIE CAMPBELL LEVY
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Telephone: (402) 471-2811
Facsimile: (402) 471-3297
leslie.levy@ago.ne.gov

Dated: March 14, 2006

EXHIBIT A

Signature Page for Participating State of Nevada
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

George J. Chanos, Attorney General
Eric Witkoski, Consumer Advocate

By: Brian Armstrong
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Telephone: 702-486-3420
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Dated: March 13, 2006

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EXHIBIT A

Signature page for Participating State of New Hampshire of Settlement Agreement concerning Augmentin® by and among Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

KELLY A. AYOTTE

Attorney General

By: David A. Rienzo
Assistant Attorney General
Consumer Protection and Antitrust Bureau
33 Capitol Street
Concord, New Hampshire 03301
(603) 271-3643
(603) 223-6239 facsimile

Dated: March 28, 2006

EXHIBIT A

Signature Page for Participating State of New Jersey
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Zulima V. Farber
Attorney General

Steven J. Zweig

By: Steven J. Zweig
Deputy Attorney General
New Jersey Division of Criminal Justice
Fraud and Public Protection Bureau
Antitrust and Procurement Fraud Section
R.J. Hughes Justice Complex
25 Market Street, P.O. Box 085
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ph (609)984-3878
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Dated: March 10, 2006

EXHIBIT A

Signature Page for Participating State of New Mexico
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Patricia A. Madrid
Attorney General

By: Deyonna Young
Assistant Attorney General
111 Lomas Boulevard NW, Suite 300
Albuquerque, New Mexico 87102
Ofc: (505) 222-9089
Fax: (505) 222-9086

Dated: March 3, 2006

Signature page for State of New York to Settlement Agreement Concerning Augmentin® by and among Participating States and GlaxoSmithKline, plc

Dated: March 17, 2006
New York, New York

Eliot Spitzer
Attorney General

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EXHIBIT A

Signature Page for Participating State of North Carolina
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Roy Cooper
Attorney General

By: K. D. Sturgis
Assistant Attorney General
North Carolina Department of Justice
P.O. Box 629
Raleigh, NC 27602
Tel. 919/716.6000
Fax 919/716.6050

Dated: March 3, 2006

EXHIBIT A

Signature Page for Participating State of North Dakota
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Breecham Corporation and GlaxoSmithKline, plc

State of North Dakota
Wayne Stenehjem
Attorney General

BY: _____

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Assistant Attorney General
Consumer Protection and Antitrust Division
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Bismarck, ND 58502-1054
Phone: (701) 328-5570
Fax: (701) 328-5568

Dated: 2/22, 2006

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EXHIBIT A

Signature Page for Participating State of the Commonwealth of the Northern Mariana Islands to Settlement Agreement concerning Augmentin® by and among Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Matthew T. Gregory
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Caller Box 10007, Capitol Hill
Saipan, MP. 96950
Telephone: (670) 664-2341
Fax: (670) 664-2349

Dated: 2/24/, 2006

EXHIBIT A

Signature Page for Participating State of Oklahoma
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Dated: February 28, 2006

W.A. DREW EDMONDSON
ATTORNEY GENERAL

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Assistant Attorney General
Consumer Protection Unit
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
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EXHIBIT A

Signature Page for Participating State of Oregon
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Dated: February 27, 2006

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EXHIBIT A

Signature Block for Participating Commonwealth of Pennsylvania
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

THOMAS CORBETT, JR.
Attorney General

By: _____

Joseph S. Betsko
Deputy Attorney General
Office of Attorney General
Antitrust Section
14th Floor, Strawberry Square
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jbetsko@attorneygeneral.gov

Dated: March 24, 2006

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EXHIBIT A

Signature Page for Participating State of Rhode Island
To Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

PATRICK C. LYNCH
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Edmund F. Murray, Jr.
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903
(401) 274-4400 ext. 2401
(401) 222-2995 fax

Dated: February 22, 2006

Signature Page for State of South Carolina
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Henry McMaster
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By: C. Havird Jones, Jr.
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Columbia, South Carolina 29211
803-734-3970
803-734-3677 facsimile
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Dated: March 3, 2006

Signature Page for Participating State of South Dakota to Settlement Agreement concerning Augmentin® by and among Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc.

Dated this 14th day of March, 2006, Pierre, South Dakota.

LAWRENCE E. LONG
ATTORNEY GENERAL

Jeffrey P. Hallem
Assistant Attorney General
1302 E. Highway 14, Ste. 1
Pierre, SD 57501-8501
Telephone: (605) 773-3215

EXHIBIT A

Signature Page for Participating State of Tennessee
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Paul G. Summers
Attorney General

S Elizabeth Martin

S. Elizabeth Martin
Senior Counsel
Office of Tennessee Attorney General
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Nashville, Tennessee 37243
(615)532-5732
(615)741-1026

Dated: April 3, 2006

EXHIBIT A

Signature Page for Participating State of Texas
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Greg Abbott
Attorney General

By: Mark A. Levy
Assistant Attorney General
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512/320-0975 fax

Dated: March 8, 2006

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Signature Page for Participating State of Utah
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Mark L. Shurtleff
Attorney General of Utah

By: Ronald J. Ockey
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Dated: March 16, 2006

Signature Page for Participating State of Utah
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Mark L. Shurtleff
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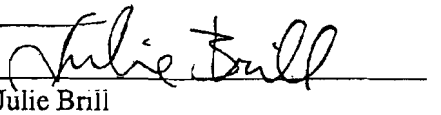
Dated: March 16, 2006

EXHIBIT A

Signature Page for Participating State of Vermont
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

WILLIAM H. SORRELL
Attorney General



By: Julie Brill
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109 State Street
Montpelier, Vermont 05609-1001
802-828-3658 (phone)
802-828-5341 (fax)

Dated: February 22, 2006

EXHIBIT A

Signature Page for Participating Commonwealth of Virginia
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

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Sarah Oxenham Allen

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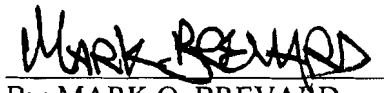
Dated: March 16, 2006

Signature Page for Participating State of Washington
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, PLC.

ROB MCKENNA
Attorney General



By: MARK O. BREVARD
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206-587-5636(fax)

Dated: February 17, 2006

Signature block for Plaintiff State of Wisconsin
to Settlement concerning Augmentin between and among
Plaintiff States and GlaxoSmithKline, plc

Dated: March 2, 2006
Madison, Wisconsin

PEGGY A. LAUTENSCHLAGER
Attorney General

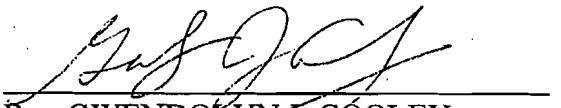

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EXHIBIT A

Signature Page for Participating State of Wyoming
to Settlement Agreement concerning Augmentin® by and among
Participating States and SmithKline Beecham Corporation and GlaxoSmithKline, plc

Patrick J. Crank
Attorney General

Peter Free

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Dated: 23 February, 2006