SETTLEMENT AGREEMENT

This settlement agreement ("Agreement") is made and entered into as of December 31, 2009 by and between (a) defendants Abbott Laboratories ("Abbott"), Fournier Industrie et Sante and Laboratoires Fournier S.A. ("Fournier") (collectively "Defendants"), and (b) the States of Florida, Arizona, Arkansas, California, Connecticut, Idaho, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, New York, North Carolina, Oregon, South Carolina, Texas, Washington and West Virginia, and the Commonwealths of Massachusetts and Pennsylvania, and the District of Columbia, all by their respective Attorneys General (or Acting or Interim Attorneys General) (collectively, "States").

WITNESSETH:

WHEREAS, the States have brought an action against Defendants, C.A. No. 08-155 (SLR), pending in the United States District Court for the District of Delaware before the Hon. Sue L. Robinson (the "Lawsuit") in which the States allege violations of federal and state antitrust, consumer protection, unfair competition and related statutory and common law and seek damages, penalties, injunctive relief and other equitable relief;

WHEREAS, Defendants deny each and every one of the States' allegations of unlawful or wrongful conduct, and deny that any conduct challenged by the States caused any damage whatsoever, and have asserted a number of defenses to the States' claims;

WHEREAS, the States and Defendants desire to settle their disputes and the Lawsuit as between them to avoid further expense and inconvenience of litigation, without any admission of liability or wrongdoing on the part of Defendants or any admission on the part of the States of any lack of merit in the claims asserted;

WHEREAS, the States and Defendants agree that this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the truth of any claim or allegation or a waiver of any defenses thereto, or an admission by the States of any lack of merit in the claims asserted;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Within ten (10) business days following the entry of an order in the form attached as A Exhibit hereto and Defendants' receipt by fax or email of wire transfer instructions in a writing signed by any of States' Liaison Counsel as defined below, Defendants shall pay, by wire transfer, the sum of Twenty Two Million, Five Hundred Thousand dollars ($22,500,000) (the "Settlement Funds") to such single account administered by the Attorney General of Missouri as directed in the wire transfer instructions. The Attorney General of Missouri shall act on behalf of the States in distributing the Settlement Funds in accordance with their direction. The Settlement Funds are comprised of $16,559,366.00 for reimbursement to State governmental agencies and other entities and $5,940,634.00 for reimbursement to the States for legal fees and costs, including expert fees and other investigative and litigation costs.

2. Defendants shall have no dominion, control or title to the Settlement Funds, and shall have no right to challenge the States' distribution of the Settlement Funds or the manner in which they are utilized. Each Plaintiff State shall use the Settlement Funds for one or more of the following purposes, as determined by each Plaintiff State's Attorney General at his or her exclusive option, and as otherwise consistent with the laws of his or her respective state:

a. Distribution to the Plaintiff State's governmental agencies and other entities;

b. Reimbursement of the Plaintiff State's attorneys' fees and/or investigation, litigation and settlement administration costs;

c. Reimbursement of the Plaintiff State's consultants' and experts' fees;

d. Promotion of antitrust or consumer protection enforcement by the Attorney General of such state;

e. Deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account, etc.) for use in accordance with the state laws governing that account; and/or

f. Deposit into a fund exclusively dedicated to assisting the Plaintiff State's Attorney General to defray the cost of experts, economists, and consultants in antitrust investigations and litigation.

3. Defendants shall deposit the Settlement Funds paid to the Plaintiff States pursuant to this Agreement into the account specified in the wire transfer instructions referenced in Paragraph 1. Defendants shall have no right to impose any restrictions on the Plaintiff States' administration of said account, either directly or by their agent(s).

4. Defendants and States shall execute a Stipulated Injunction and Order in the form attached as Exhibit A hereto concurrently with the execution of this Agreement. Within four (4) business days of final execution, the Stipulated Injunction and Order shall be filed in the Court in which the Lawsuit is pending.

5. The Released Parties (as defined below) are and shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages, fines, penalties and liabilities, of any nature whatsoever (collectively "Claims") (whether such Claims arise or are incurred before, during or after the date hereof), including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any of the Releasing Parties (as defined below) ever had, now has, or hereafter can, shall or may have, directly, indirectly, as assignee, representatively, derivatively, in a proprietary capacity, or in any other capacity, to the extent that such Claims

(i) were asserted in the Lawsuit, or

(ii) arise out of any conduct alleged in the Lawsuit, or

(iii) arise out of any alleged change in formulation, withdrawal, substitution or introduction of, or impairment of competition (including but not limited to the alleged improper obtaining or enforcement of any patent) relating to any TriCor product (including TriCor 200 mg, 134 mg and 67 mg capsules, TriCor 160 mg and 54 mg tablets, TriCor 145 mg and 48 mg tablets and Lipidil) or any generic equivalent thereof,

provided only that such conduct ("Conduct") occurred or allegedly occurred prior to the date

hereof. (the "Released Claims"). The term "Released Claims" shall not include the claims identified in Paragraph 7 below.

The term "Releasing Parties" shall mean: (i) the States, including all State departments, divisions, bureaus and agencies and (ii) all entities listed on Exhibit B hereto, regardless of whether they are described by (i). Each of the States represents that Exhibit B includes all of the entities on whose behalf any of them has asserted any claims in this Lawsuit with the exception of such entities that have released their claims, directly or indirectly through a third party, in Case No. 05-360 (U.S.D.C., D. Del.) or Case No. 05-340 (U.S.D.C., D. Del.) (the"Private Actions"). This release shall not diminish any right of any entity to participate, directly or indirectly, in the settlements of the Private Actions.

The term "Released Parties" shall mean: Defendants and, in their capacities as such, Defendants' respective past, present and future parents, subsidiaries, divisions, affiliates, stockholders, owners, officers, directors, insurers, general or limited partners, employees, agents, attorneys and other legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

6. For the avoidance of doubt, each of the States expressly acknowledges that Released Claims are intended to include Claims under §17200, *et seq.*, of the California Business and Professions Code or any similar, comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction to the extent that such Claims would otherwise fall within the definition of Released Claims. In the event any Releasing Party asserts a claim that is a Released Claim, this Agreement shall operate as a complete bar to such claim. In addition, each of the States hereby expressly waives and releases any and all provisions, rights or benefits conferred by §1542 of the California Civil Code or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code, with respect to the Released Claims as defined above, provided that reference to §1542 of the California Civil Code or similar statutes shall not be deemed to convert a specific release into a general release. Section 1542 of the California Civil Code provides:

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

Each of the States may hereafter discover facts other than or different from those which it knows or believes to be true with respect to the Claims which are the subject matter of this Paragraph 5, but each of the States hereby expressly fully, finally and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

7. Released Claims shall not include claims arising in the ordinary course of business between the Releasing Parties and the Released Parties concerning product liability, breach of warranty, breach of contract (other than breach of contract based in whole or in part on the Conduct) or bodily injury. Released Claims also shall not include (a) claims of criminal liability; and (b) claims involving: "best price," "direct price," "average wholesale price" or "wholesale acquisition cost" reporting practices; federal Medicaid drug rebate statute violations; FDA marketing violations; Medicaid fraud or abuse; and/or kickback violations related to any State's Medicaid program.

8. Each of the States represents and warrants that it has not assigned or transferred to any person or entity any right to recover for any Claim that otherwise would be a Released Claim.

9. The States and their counsel shall look solely to the Settlement Funds for settlement and satisfaction against the Released Parties of all Released Claims, including without limitation any costs, fees or expenses of any of the States or their attorneys, experts, advisors, agents and representatives, including with respect to the Lawsuit and to the performance of their obligations under this Agreement.

10. It is further understood and agreed that this Agreement is made in compromise and settlement of claims made and denied, and that nothing in this Agreement, and no action taken pursuant to it, should be construed as an admission or concession by the Defendants, or a finding by any court, (i) of a violation of any statute, regulation, or other legal requirement or of any liability under any theory of recovery at law or in equity; or (ii) regarding the strengths or merits of any claim previously alleged or which could have been alleged in the Lawsuit. This Agreement and any and all negotiations, documents and discussions associated with it (including but not limited to any injunction entered in the Lawsuit pursuant to his Agreement) shall not be construed as or deemed to be evidence of any admission of liability or wrongdoing on the part of Defendants, or of the truth of any of the claims or allegations contained in any complaint or any other pleading or document, and evidence thereof shall not be offered or accepted as evidence of such in any litigation, arbitration, or other proceeding, and shall have no precedential value; provided, however, that nothing contained herein shall preclude use of this Agreement in any proceeding to enforce this Agreement.

11. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their predecessors, successors and assigns.

12. This Agreement contains the entire, complete, and integrated statement of each and every term and provision of the settlement between the States and Defendants. This Agreement may not be modified in any respect except by a writing executed by duly authorized representatives of all the parties hereto or by counsel on their behalf. All terms of this Agreement shall be governed by and interpreted according to the law of the State of Delaware, without regard to its conflict of law provisions.

13. Defendants and the States hereby irrevocably submit to the jurisdiction of the United States District Court for the District of Delaware for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement, except that this shall not prohibit the assertion and enforcement of this Agreement as a defense to a claim in the forum in which such claim is brought.

14. The undersigned counsel for the States warrant that all of the States listed herein are parties to this Agreement even if one or more of them is mistakenly identified in this Agreement by an incorrect name (for example, if the "Commonwealth of Pennsylvania" were actually the "State of Pennsylvania").

15. Each of the parties hereto participated materially in the drafting of this Agreement. None of the parties hereto shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof.

16. The complaint and claims in the Lawsuit shall be dismissed with prejudice (each party to bear its own costs and attorney's fees except as otherwise expressly provided herein) upon entry by the court in which the Lawsuit is pending of the Stipulated Injunction and Order in the form specified in Exhibit A hereto.

17. Notice to Defendants pursuant to this Agreement shall be sent by United States mail and either facsimile or electronic mail to the following, or such other persons as Defendants subsequently specify:

Jeffrey I. Weinberger
Stuart N. Senator
Munger, Tolles & Olson LLP
355 South Grand Avenue
Los Angeles, CA 90071
(For Abbott Laboratories)

James L. Cooper
Arnold & Porter LLP
555 Twelfth Street, NW
Washington, DC 20004-1206
(For Fournier Industrie et Sante and Laboratoires Fournier S.A.)

Notice to any of the States pursuant to this Agreement shall be sent by United States mail and either facsimile or electronic mail to the following State Liaison Counsel, the Attorney General of the relevant State (with copies to State Liaison Counsel), or such other persons as the States subsequently specify:

Elizabeth G. Arthur
Assistant Attorney General
Office of the Attorney General
PL-01, The Capitol
Tallahassee, FL 32399-1050

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Baltimore, MD 21202

Cheryl Johnson
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Office of the Attorney General
300 S. Spring Street, Suite 1700
Los Angeles, CA 90013

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Office of the Attorney General
120 Broadway, 26th Floor
New York, NY 10271

Anne Schneider
Assistant Attorney General/Antitrust Counsel
Office of the Attorney General
PO Box 899
Jefferson City, MO 65102

18. This Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims. The parties agree that for any such proceeding, any court of competent jurisdiction may enter an injunction restraining prosecution of such proceeding. The parties further agree that this Agreement may be pleaded as necessary for the purpose of enforcing the Agreement.

19. In the event any one or more of the provisions of this Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Defendants' and the States' counsel mutually agree to proceed as if such illegal, invalid or unenforceable provision had never been

included in the Agreement.

20. This Agreement may be executed in counterparts. Signatures transmitted from facsimile or other electronic means shall be considered as valid signatures as of the date hereof.

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, represents that he or she is authorized to execute this Agreement on behalf of the party or parties for whom he or she has signed, has agreed on behalf of his or her respective party or parties to be bound by its terms, and has entered into this Agreement on behalf of the party or parties for whom be or she has signed as of the date hereof.

ABBOTT LABORATORIES

By _____
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Attorneys for Fournier Industrie et Sante and Laboratoires Fournier S.A.

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ABBOTT LABORATORIES

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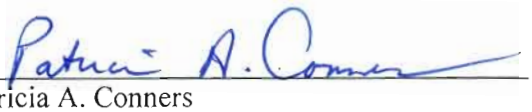

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