

AGREEMENT AS TO CLAIMS FOR CIVIL PENALTIES

13th WHEREAS, this Agreement as to Claims for Civil Penalties is made and entered into this day of July, 2012 (the "Effective Date"), by and between Defendants LG Display America, Inc. and LG Display Co., Ltd. (collectively "LG Display Defendants") and the following states, by and through their Attorneys General: Arkansas, California, Florida, Michigan, Missouri, New York, West Virginia, and Wisconsin ("States").

WHEREAS, the Settling States are prosecuting separate cases in *In re TFT-LCD (Flat Panels) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.), including *State of Missouri ex rel. Koster, et al. v. AUO, et al.* (Plaintiff States of Missouri, Arkansas, Michigan, West Virginia, and Wisconsin), Case No. 3:10-cv-3619-SI; *State of Florida v. AUO, et al.*, Case No. 3:10-cv-03517-SI; *State of New York v. AUO, et al.*, Case No. 3:11-cv-711-SI; and in California state court, *State of California, et al. v. AUO et al.*, San Francisco Superior Court Case No. CGC-10-504651 (the "California State Court Action"), each of which litigations are brought against the LG Display Defendants and other defendants under federal and/or state laws for damages, restitution, injunctive relief, civil penalties and other redress, either: (1) on behalf of governmental entities within each state; (2) as *parens patriae* on behalf of resident end-user purchasers ("Consumers"); or (3) on behalf of both governmental entities and Consumers (cumulatively, the "Actions").

WHEREAS, the Settling States have alleged in the Actions that since about 1996 the LG Display Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of TFT-LCD panels at artificially high levels in violation of Section 1 of the Sherman Act (15 U.S.C. § 1) and of various state antitrust, unfair competition, unjust enrichment, and other similar state laws.

WHEREAS, in addition to the other relief sought by the Settling States in the Actions, each of the Settling States seeks to impose fines or civil penalties upon the LG Display Defendants under its respective state statute(s), specifically, Ark. Code Ann. 4-75-315(a)(4); Cal. Bus. & Prof. Code § 17206; Florida Antitrust Act, § 542.21, Florida Statutes; Florida Deceptive and Unfair Trade Practices Act Sections 501.2075 and 501.2077, Florida Statutes; Missouri Merchandising Practices Act § 407.100.6, Mo. Rev. Stat.; Michigan Antitrust Reform Act, Mich. Comp. Laws § 445.777; N.Y. Gen. Bus. L. § 342-a; W.Va. Code § 47-18-8; and Wis. Stat. § 133.03(3).

WHEREAS, LG Display Defendants have, contemporaneously with entering into this Agreement as to Claims for Civil Penalties, entered a separate settlement agreement relating to the above Actions, to which the Settling States are parties, which agreement provides for payment of a settlement amount, injunctive relief, and cooperation in the ongoing litigation of the Actions (the "Settlement Agreement").

WHEREAS, the Settling States find that the relief and other provisions contained in this Agreement as to Claims for Civil Penalties are appropriate and in the public interest.

WHEREAS, the LG Display Defendants, despite their belief that they are not liable for the claims asserted in the Actions and have good defenses to the Actions, have nevertheless agreed to enter into this Agreement as to Claims for Civil Penalties to avoid further expense, inconvenience, and distraction of burdensome and protracted litigation and to obtain the releases contemplated by this Agreement as to Claims for Civil Penalties.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, it is agreed by and among the Settling States (on behalf of themselves and any persons or entities that they represent) and LG Display Defendants) as follows:

1. Within ten (10) business days of the Effective Date, LG Display Defendants shall pay pursuant to the written instructions of the Settling States, the sum of \$19,000,000.00 (the "Civil Penalties Claims Settlement Amount"), which amount will be apportioned among the Settling States. Said amount may be paid to the Settling States through an escrow agent approved by the Settling States' Court-appointed Liaison Counsel, or through an account held in a United States federally insured bank (the "Escrow Account").
2. Upon receipt by the Settling States of payment of their apportionment of the Civil Penalties Claims Settlement Amount, the following releases shall become effective:

The State of Arkansas, acting through its Attorney General, acknowledges receipt of payment in settlement of the State's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under Ark. Code Ann. § 4-75-315(a)(4) for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

The State of California, acting through its Attorney General, acknowledges receipt of payment in settlement of the State's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under Cal. Bus. & Prof. Code § 17206 for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

The State of Florida, acting through its Attorney General, acknowledges receipt of payment in settlement of the State of Florida's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under the Florida Antitrust Act, § 542.21, and the Florida Deceptive and Unfair Trade Practices Act, §§ 501.2075 and 501.2077, for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

The State of Michigan, acting through its Attorney General, acknowledges receipt of payment in settlement of the State of Michigan's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under § 777, Mich. Comp. Laws 445.777, of Michigan's Antitrust Reform Act for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

The State of Missouri, acting through its Attorney General, acknowledges receipt of payment in settlement of the State's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under § 407.100.6, Mo. Rev. Stat., of Missouri's Merchandising Practices Act for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

The State of New York, acting through its Attorney General, acknowledges receipt of payment in settlement of the State's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under New York General Business Law § 342-a for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

The State of Wisconsin, acting through its Attorney General, acknowledges receipt of payment in settlement of the State's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under Wis. Stat. §133.03, of Wisconsin's antitrust law for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

The State of West Virginia, acting through its Attorney General, acknowledges receipt of payment in settlement of the State's claims for civil penalties paid by or on behalf of LG Display Defendants, and releases and discharges the LG Display Releasees for any claim for additional assessment or imposition of civil penalties under West Virginia Code § 47-18-8 for the claims asserted in the Actions and agrees to not make any claim for civil penalties based upon those claims.

3. "LG Display Releasees" shall refer to the LG Display Defendants, wherever located, and to all of their respective past and present, direct and indirect, parent companies, subsidiaries and Affiliates (any other entity that is now or was previously owned by any of the LG Display Defendants, where "owned" means holding directly or indirectly 50% or greater equity or beneficial interest); and each and all of the past, present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys,

agents, servants, stockholders, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing. LG Display Releasees do not include any other defendant besides the LG Display Defendants named in the Actions as of the Effective Date. Each "LG Display Releasee" shall have the full benefits of this Agreement as to Claims for Civil Penalties, including, without limitation, those benefits set forth in Paragraph 2 of this Agreement as to Claims for Civil Penalties, even though the specific corporate name of each such LG Display Releasee is not set forth herein.

4. The release, discharge, and covenant not to sue set forth herein shall not be construed as any waiver or compromise of any claims made by any Settling State beyond the express scope stated in Paragraph 2 above. The release, discharge, and covenant not to sue set forth in this Agreement as to Claims for Civil Penalties is separate from and cumulative to the releases, discharges, and covenants not to sue provided for in the Settlement Agreement. Provided that the terms of this Agreement as to Claims for Civil Penalties are satisfied by the LG Display Defendants, the release, discharge, and covenant not to sue set forth herein shall be immediately effective notwithstanding any delay in the Settlement Agreement becoming final or any failure to receive judicial approval thereof.
5. The Agreement as to Claims for Civil Penalties stands alone and is not part of the Settlement Agreement. In the event the LG Display Defendants violate the terms of the Settlement Agreement or any Judgment subsequently entered in any of the Actions, nothing herein shall prevent a Settling State from seeking any penalty, forfeiture or fine, as allowed by law, in enforcing the terms of the separate Settlement Agreement, including by the State of California in the California State Court and by the State of New York in the United States District Court for the Southern District of New York.
6. Nothing herein shall prevent any Settling State from making any application to enforce or interpret the provisions of this Agreement as to Claims for Civil Penalties or, in connection therewith, seeking further relief as any Settling State may determine in its sole discretion is proper and necessary for the enforcement of this Agreement as to Claims for Civil Penalties.
7. The United States District Court for the Northern District of California shall retain jurisdiction over the implementation, enforcement and performance of this Agreement as to Claims for Civil Penalties, and shall have jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement as to Claims for Civil Penalties or the applicability of this Agreement as to Claims for Civil Penalties that cannot be resolved by negotiation and agreement by Settling States and the LG Display Defendants.
8. This Agreement as to Claims for Civil Penalties shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
9. This Agreement as to Claims for Civil Penalties may not be modified or amended except in writing executed by the Settling States and the LG Display Defendants.

10. This Agreement as to Claims for Civil Penalties may be executed in counterparts by the Settling States and the LG Display Defendants, and a facsimile signature or PDF signature shall be deemed an original signature for purposes of executing this Agreement as to Claims for Civil Penalties.
11. Each of the below signators for LG Display Defendants represents and warrants that he/she is authorized to execute this Agreement as to Claims for Civil Penalties on behalf of all of the LG Display Defendants.
12. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement as to Claims for Civil Penalties.

Agreed by:

Dated: July 12, 2012

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10. This Agreement as to Claims for Civil Penalties may be executed in counterparts by the Settling States and the LG Display Defendants, and a facsimile signature or PDF signature shall be deemed an original signature for purposes of executing this Agreement as to Claims for Civil Penalties.
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12. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement as to Claims for Civil Penalties.

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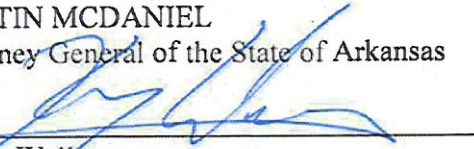
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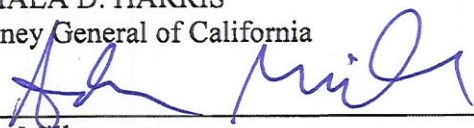
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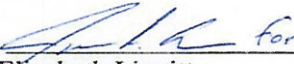
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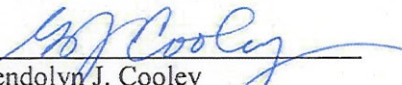
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