

SETTLEMENT AGREEMENT

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

WHEREAS, Participating States are prepared to file suit against SmithKline Beecham Corporation, d/b/a GlaxoSmithKline and SmithKline Beecham, plc (hereafter collectively "GSK") using the States' Complaint, which is attached as Exhibit A;

WHEREAS, Participating States allege as specified in the States' Complaint that GSK unlawfully monopolized the market for Paxil® and its generic bioequivalents through patent filings, lawsuits, and entrenchment activities, 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 and as a result, are familiar with the liability and damages aspects of the claims asserted;

WHEREAS, GSK contests the Participating States' allegations and contends instead that its patent filings, lawsuits, and other activities specified in the States' Complaint were lawful;

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 John R. Padova, or if he is unavailable, another judge of the United States District Court for the Eastern District of Pennsylvania.
- (b) "Effective Date" means the earlier of (i) notice by State Liaison Counsel to GSK of an affirmative decision by all states except West Virginia whether to be a Participating State or (ii) forty-five (45) days after the date this Agreement is signed by authorized representatives for GSK and State Liaison Counsel.
- (c) "GSK" means SmithKline Beecham Corporation, d/b/a GlaxoSmithKline and SmithKline Beecham plc.
- (d) "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.
- (e) "Participating States" means each 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.
- (f) "Parties" means Participating States and GSK;
- (g) "Paxil" means the prescription drug paroxetine hydrochloride sold under the trademark Paxil®.

(h) "Paxil End Payor Settlement" means the Agreement of Settlement by and between the End Payor Plaintiffs and GSK in Nichols v. SmithKline Beecham Corp., No. 00-CV-6222 (E.D. Pa.) (Padova, J.).

(i) "Paxil Products" means Paxil® and/or its AB-rated generic bioequivalents.

(j) "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, Paxil Products. "Released Claims" shall include any claims under federal or state law that GSK delayed or prevented generic competition for Paxil Products through any means, including alleged fraud or other improper conduct in the acquisition of intellectual property covering any form or method of use of paroxetine hydrochloride, litigation to enforce such intellectual property, the alleged improper listing of patents in the FDA's Orange Book under an NDA related to paroxetine hydrochloride, the agreement between Par Pharmaceuticals and GSK related to paroxetine hydrochloride, and the launching of Paxil CR.

(k) "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).

(l) "Relevant Period" means the period from January 1, 1998 through September 30, 2004.

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

(n) "Settlement Amount" means the sum of fourteen million dollars (\$14,000,000), or such lesser amount as may be determined in accordance with the provisions of Paragraph IV below.

(o) "Settlement Fund" means the Settlement Amount plus all interest and income accrued thereon.

(p) "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 Paxil End Payor Settlement, are excluded. State Agencies shall include those current and former state departments, state bureaus, state agencies, and other state governmental entities whose purchases and/or payments are contained in the state purchase data provided to GSK by the states.

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

(r) "States' Complaint" means the complaint attached as Exhibit A, the allegations of which may be further amended only as necessary to specify the 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) GSK shall pay the Settlement Amount to the Participating States in full and final satisfaction of all Released Claims. State Liaison Counsel acknowledge that GSK has paid nine hundred thousand dollars (\$900,000) in connection with a settlement between GSK and the City of New York, dated December 27, 2005. That payment shall be applied to GSK's obligation to pay the Settlement Amount. The Settlement Amount less \$900,000 shall be referred to below as the "Remaining Settlement Amount."

(b) Unless this Agreement is terminated, as provided in Paragraph IV, the Remaining 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. GSK's transfer of the Remaining 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) Within three (3) business days of the transfer of the Remaining Settlement Amount to the Settlement Administrator, State Liaison Counsel shall simultaneously file with the Court the Complaint and the Final Order, a copy of which is attached as Exhibit B. The Participating States shall not previously file the Complaint with the Court or otherwise disclose it publicly.

(d) If the Court declines to sign the Final Order, the Participating States shall return the Remaining Settlement Amount to GSK in full.

(e) 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.

(f) 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 direct or indirect sales of Paxil to the fifty states (less West Virginia) during the Relevant Period have not become signatories to this Agreement, GSK shall have the option, in its unfettered discretion, to

(1) terminate this Agreement; or

(2) proceed with this Agreement but reduce the Settlement Amount by a percentage equal to the direct or indirect sales of paroxetine hydrochloride to Non-participating States as a percentage of direct or indirect sales of paroxetine hydrochloride to all states (i.e., if direct or indirect sales to Non-participating States represent 30% of direct or indirect sales to all states, the Settlement Amount would likewise be reduced by 30%, or to \$9,800,000).

(b) If, by the Effective Date, Participating States representing more than 80%, but less than 100%, of the total direct or indirect sales of Paxil 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 direct or indirect sales of paroxetine hydrochloride to all states accounted for by direct or indirect sales of paroxetine hydrochloride to the Non-participating States.

(c) For purposes of this Paragraph, 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 entry by the Court of an order in the form of Exhibit B, 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" reporting practices, "average wholesale price," "wholesale acquisition cost," prescription drug importation, 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 Paxil 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) 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. Accordingly, each Participating State hereby expressly waives and releases, upon entry by the Court of an order in the form of Exhibit B, 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.

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 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 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 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 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 GSK, 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 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) 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. The Parties 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 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.

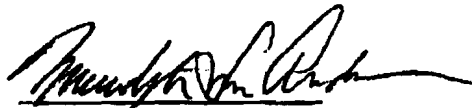
(j) The Parties agree and acknowledge that the monies paid as part of this Agreement do not constitute, nor shall they in any way be deemed a payment of a penalty or a fine of any kind. The Parties further acknowledge and agree that GSK's payment of

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.

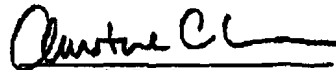
IN WITNESS WHEREOF, the Parties have entered into this Agreement by affixing the signatures of their authorized representatives below.

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



Meredyth Smith Andrus
Assistant Attorney General
Antitrust Division
200 St. Paul Street
Baltimore, Maryland 21202
(410) 576-6470
(410) 576-7830 (fax)
mandrus@oag.state.md.us (e-mail)

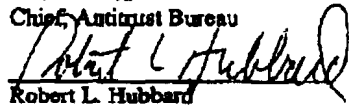
DECHERT LLP



George G. Gordon
Christine C. Levin
Dechert LLP
The Cira Centre
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(215) 994-2421
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christine.levin@dechert.com (e-mail)

Counsel for GSK

ELIOT SPITZER
Attorney General of New York
JAY HIMES
Chief, Antitrust Bureau

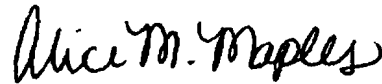


Robert L. Hubbard
Director of Litigation, Antitrust Bureau
120 Broadway, Suite 26C
New York, NY 10271
(212) 416-8267
(212) 416-6015 (fax)
Robert.Hubbard@oag.state.ny.us (e-mail)

Signature block for Plaintiff State of Alabama of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February ~~21~~ 24, 2006
Montgomery, Alabama

Troy King
Alabama Attorney General

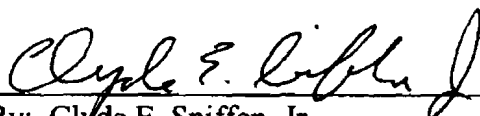


By: Alice M. Maples
Assistant Attorney General
Chief, Consumer Protection and Antitrust Section
11 South Union Street
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334-353-3763 voice
334-242-2433 telecopy
amaples@ago.state.al.us email

Signature block for Plaintiff State of Alaska of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re: Paxil Antitrust Litigation, E.D. Pa.

DAVID W. MÁRQUEZ
ATTORNEY GENERAL

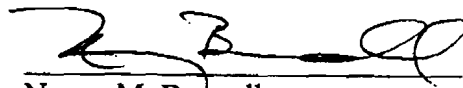
DATED: February 21, 2006
Anchorage, Alaska


By: Clyde E. Sniffen, Jr.
Assistant Attorney General
1031 W. 4th Avenue, Suite 200
Anchorage, Alaska 99501
(907) 269-5200
Ed_Sniffen@law.state.ak.us e-mail

Signature block for Plaintiff State of Arizona of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 28, 2006
Phoenix, Arizona

STATE OF ARIZONA
TERRY GODDARD
Attorney General

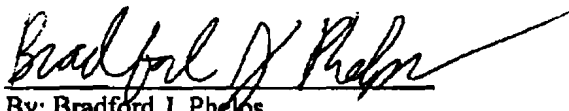


Nancy M. Bonnell
Antitrust Unit Chief
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Phoenix, Arizona 85007
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Fax: (602) 542-9088
Nancy.Bonnell@azag.gov

Signature block for Plaintiff State of Arkansas of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 13, 2006

Mike Beebe
Attorney General

A handwritten signature in black ink, reading "Bradford J. Phelps", with a long horizontal flourish extending to the right.

By: Bradford J. Phelps
Assistant Attorney General
Office of the Attorney General of Arkansas
323 Center Street, Suite 200
Little Rock, AR 72205
501-682-3625 voice
501-682-8118 telecopy
Bradford.Phelps@arkansasag.gov email

Signature block for Plaintiff State of California of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006
San Francisco, California

State of California
Bill Lockyer
Attorney General
Richard M. Frank
Chief Deputy Attorney General
J. Thomas Greene
Chief Assistant Attorney General



By: Kathleen E. Foote
Senior Assistant Attorney General
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Kathleen.Foote@doj.ca.gov email

Signature block for State of Colorado of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006

STATE OF COLORADO
JOHN W. SUTHERS
Attorney General



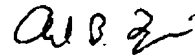
DEVIN M. LAIHO
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Email: Devin.Laiho@state.co.us

Signature block for Plaintiff State of Connecticut of Settlement between and among Plaintiff
States and GlaxoSmithKline, plc in
In Re Paxil Antitrust Litigation, E.D. Pa.

Dated: March 13, 2006

RICHARD BLUMENTHAL
Attorney General
State of Connecticut

MICHAEL E. COLE
Assistant Attorney General
Antitrust Department Head

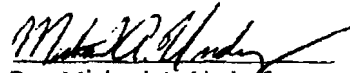


Arnold B. Feigin
Assistant Attorney General
Antitrust Department
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Tel: (860) 808-5040
Fax: (860) 808-5033

Signature block for the Plaintiff State of Delaware of Settlement
Between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 22, 2006
Wilmington, Delaware

Carl C. Danberg
Attorney General

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

By: Michael A. Undorf
Deputy Attorney General
Antitrust Unit
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302 577-8924 voice
302 577-6987 telecopy
Michael.Undorf@state.de.us

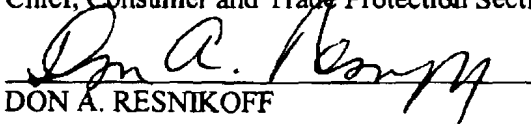
Signature block for Plaintiff District of Columbia for Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

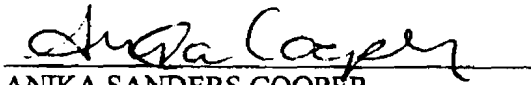
Dated: February 23, 2006

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

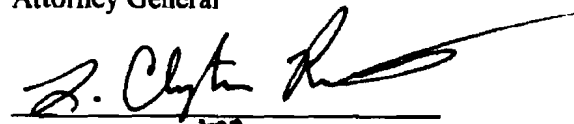

ANIKA SANDERS COOPER
Assistant Attorney General
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Anika.Cooper@dc.gov

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 Paxil Antitrust Litigation, E.D. Pa.

Dated: February 23, 2006

Charles J. Crist, Jr
Attorney General

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

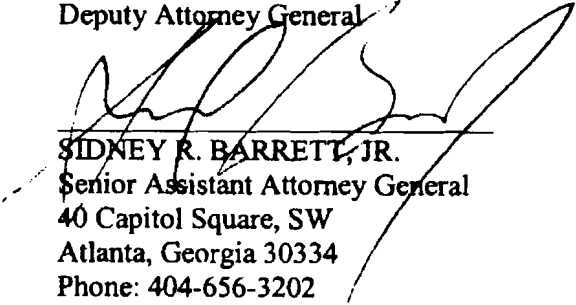
By: By: L. Clay Roberts
Deputy Attorney General
Patricia A. Conners
Director, Antitrust Division
Elizabeth G. Arthur
Assistant Attorney General
Office of the Attorney General
State of Florida
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Telephone: (850) 414-3300
Facsimile: (850) 488-9134

Signature Block for Plaintiff State of Georgia of Settlement between and among
Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006

THURBERT E. BAKER
Attorney General

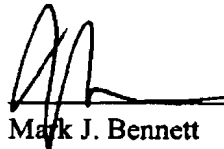
ISAAC BYRD
Deputy Attorney General



SIDNEY R. BARRETT, JR.
Senior Assistant Attorney General
40 Capitol Square, SW
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Phone: 404-656-3202
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Signature block for Plaintiff State of New York of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February ____, 2006, Honolulu, Hawaii

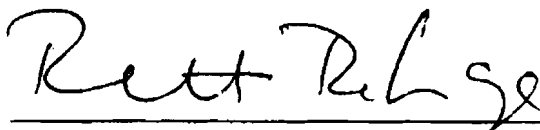
A handwritten signature in black ink, appearing to be 'MJ Bennett', written over a horizontal line.

Mark J. Bennett
Attorney General
State of Hawaii
Department of the Attorney General
425 Queen Street
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Telecopy: 808-586-1238
Email: Mark.J.Bennett@Hawaii.gov

Signature block for Plaintiff State of Idaho
of settlement between and among Plaintiff States and
GlaxoSmithKline, plc in *In re Paxil Antitrust Litigation*, E.D. Pa.

Dated: February 28, 2006
Boise, Idaho

LAWRENCE G. WASDEN
ATTORNEY GENERAL
STATE OF IDAHO

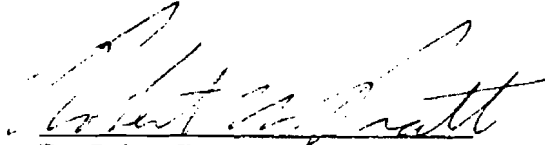
A handwritten signature in black ink, appearing to read "Brett DeLange", written over a horizontal line.

Brett T. DeLange (ISB No. 3628)
Deputy Attorney General
Consumer Protection Unit
Office of the Attorney General
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Telephone: (208) 334-2424
FAX: (208) 334-2830
brett.delange@ag.idaho.gov

Signature block for Plaintiff State of Illinois for Settlement Agreement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D.Pa.

Dated: March 2, 2006
Chicago, Illinois

LISA MADIGAN
Attorney General

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

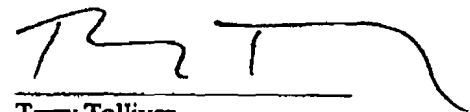
By: Robert W. Pratt
Chief, Antitrust Bureau
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Chicago, Illinois 60601
312-814-3722 voice
312-814-1154 telecopy
rpratt@atg.state.il.us email

Signature block for Plaintiff State of Indiana of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 22, 2006
Indianapolis, Indiana

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:


Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49

Office of Attorney General
Indiana Government Center South
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3300

Signature block for Plaintiff State of Iowa of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 20, 2006
Des Moines, Iowa

THOMAS J. MILLER
Attorney General of Iowa

A handwritten signature in dark ink, appearing to read "Layne M. Lindebak", is written over a horizontal line.

By: Layne M. Lindebak
Assistant Attorney General
Hoover State Office Building
Second Floor
1305 East Walnut Street
Des Moines, IA 50319
515-281-7054 voice
515-281-4902 fax
llinde@ag.state.ia.us email

Signature block for Plaintiff State of Kansas, Participant in Settlement Agreement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

STATE OF KANSAS
PHILL KLINE
Attorney General



By: Bradley R. Burke #20266
Assistant Attorney General
120 SW 10th St., 2nd Floor
Topeka, Kansas 66612
(785) 368-8447 voice
(785) 296-6296 fax
BurkeB@ksag.org e-mail

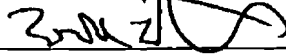
Dated: February 13, 2006
Topeka, Kansas

RECEIVED
FEB 27 2006
ANTITRUST BUREAU

Signature block for Plaintiff COMMONWEALTH OF KENTUCKY
of Settlement between and among
Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 29, 2006
Frankfort, Kentucky

GREGORY D. STUMBO
Attorney General of Kentucky



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



CHARLES C. FOTI, JR.
ATTORNEY GENERAL

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

Signature block for Plaintiff State of Louisiana
For the Settlement between and among Plaintiff States and GlaxoSmithKline, in
In re Paxil Antitrust Litigation, E.D. Pa.

Signed on this the thirteenth (13th) day of February, 2006.

Charles C. Foti, Jr.
Attorney General

A handwritten signature in cursive script, reading "Jare B. Johnson".

By: Jare B Johnson
Assistant Attorney General
Louisiana Department of Justice
1885 N. 3rd Street
Baton Rouge, LA 70802
225 326-6467 voice
225 326-6499 fax
johnsonj@ag.state.la.us email

Signature block for Plaintiff State of Maine of Settlement
Between and among the Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 21, 2006

G. STEVEN ROWE
Attorney General

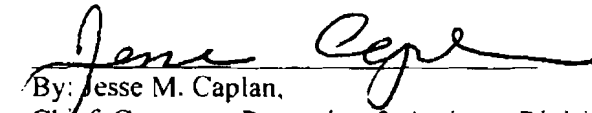


LINDA J. CONTI
Chief, Consumer Protection Division
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006
Tel. (207) 626-8591
Fax (207) 624-7730
Email: linda.conti@maine.gov

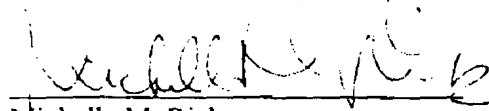
Signature block for Plaintiff Commonwealth of Massachusetts Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: March 6, 2006
Boston, Massachusetts

Thomas F. Reilly
Attorney General


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

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
Attorneys for the State of Michigan
G. Mennen Williams Building, 6th Floor
525 W. Ottawa Street
Lansing, MI 48913
Telephone: 517-335-0855

Signature Block for Plaintiff State of Minnesota
Settlement between and among Plaintiff States and GlaxoSmithKline, plc
In re Paxil Antitrust Litigation, E.D.Pa.

Dated: March 1, 2006

Mike Hatch
Attorney General

A handwritten signature in cursive script, reading "Ann Beimdiek Kinsella", written over a horizontal line.

Ann Beimdiek Kinsella
Manager, Health/Antitrust Division
445 Minnesota Street, Suite 1200
St. Paul, MN 55101-2130
Phone: (651) 296-6427
Fax: (651) 282-5437
E-Mail: Ann.Kinsella@state.mn.us

Signature block for Plaintiff State of Mississippi of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 22, 2006
Jackson, Mississippi

Jim Hood
Attorney General

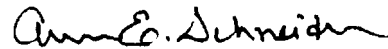
A handwritten signature in black ink, appearing to read "Sondra S. McLemore", written over a horizontal line.

By: Sondra S. McLemore
Special Assistant Attorney General
802 North State Street, Suite 301
Jackson, MS 39202
601 359-3748
601-359-4231
ssimp@ago.state.ms.us

Signature for Plaintiff State of Missouri
Settlement between and among Plaintiff States and GlaxoSmithKline, plc
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006
Jefferson City, Missouri

JEREMIAH W. (JAY) NIXON
Attorney General



By: Anne E. Schneider
Assistant Attorney General/
Antitrust Counsel
P. O. Box 899
Jefferson City, MO 65102
(573) 751-8455
(573) 751-2041 (facsimile)
Anne.Schneider@ago.mo.gov

Signature block for Plaintiff State of Montana of Settlement
Between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D.Pa.

Dated February 21, 2006
Helena, Montana

Mike McGrath
Attorney General



Cort Jensen, AAG
Department of Justice
Consumer Protection Office
215 N. Sanders
Helena, MT 59620
406-444-5439
cojensen@mt.gov

Signature block for Plaintiff State of Nebraska of Settlement
Between and among Plaintiff States and GlaxoSmithKline, PLC in
In re Paxil Antitrust Litigation, E.D. PA

Dated: February 21, 2006
Lincoln, Nebraska

STATE OF NEBRASKA
JON BRUNING
Attorney General



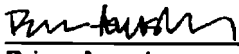
LESLIE CAMPBELL LEVY
Assistant Attorney General
Director, Consumer Protection &
Antitrust

Nebraska Attorney General's Office
2115 State Capitol
Lincoln, Nebraska 68509
Telephone: (402) 471-2811
Facsimile: (402) 471-3297
leslie.levy@ago.ne.gov

**Signature block for Plaintiff State of Nevada of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.**

**Dated: March 1, 2006
Las Vegas, Nevada**

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

**By:  _____
Brian Armstrong
Senior Deputy Attorney General
555 East Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Telephone: 702-486-3420**

Signature block for Plaintiff State of New Hampshire of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 22, 2006
Concord, New Hampshire

Kelly A. Ayotte
Attorney General

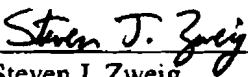
A handwritten signature in black ink, appearing to read 'David A. Rienzo', with a long horizontal line extending to the right.

By: David A. Rienzo
Consumer Protection and Antitrust Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, New Hampshire 03301
603 271-1249 voice
603 223-6239 telecopy
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 Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006
Trenton, New Jersey

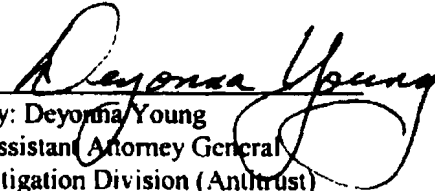
STATE of NEW JERSEY
ZULIMA V. FARBER
Attorney General


Steven J. Zweig
Deputy Attorney General
New Jersey Division of Criminal Justice
Fraud and Public Protection Bureau
Antitrust and Procurement Fraud Section
25 Market Street, P.O. Box 085
Trenton, New Jersey 08625-0020
Phone: 609-984-3878
Fax: 609-633-7798

Signature block for Plaintiff State of New Mexico of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006
Albuquerque, New Mexico

Patricia A. Madrid
Attorney General


By: Deyonna Young
Assistant Attorney General
Litigation Division (Antitrust)
111 Lomas Boulevard NW, Suite 300
Albuquerque, New Mexico 87102
505 222-9089 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 Paxil Antitrust Litigation, E.D. Pa.

Dated: February 9, 2006
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 Paxil Antitrust Litigation, E.D. Pa.

Dated: February 13, 2006.
Raleigh, North Carolina

ROY COOPER
Attorney General

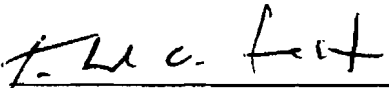
A handwritten signature in black ink, appearing to read "KDS", is written over a horizontal line.

K. D. Sturgis
Assistant Attorney General
Consumer Protection/Antitrust Division
North Carolina Department of Justice
P.O. Box 629
Raleigh, North Carolina 27602
Telephone: (919) 716-6000
Fax: (919) 716-6050
KSturgis@ncdoj.com

Signature block for Plaintiff State of North Dakota of Settlement
between and among the Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E. D. Pa.

Dated: February 15, 2006
Bismarck, North Dakota

State of North Dakota
Wayne Stenehjem
Attorney General

BY: 

Todd A. Sattler, ND ID No. 05719
Assistant Attorney General
Consumer Protection and Antitrust Division
Office of Attorney General
4205 State Street
PO Box 1054
Bismarck, ND 58502-1054
Phone: (701) 328-5570
Fax: (701) 328-5568
E-mail: tsattler@state.nd.us

Signature block for Plaintiff State of Ohio of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: March 9, 2006

Jim Petro
Attorney General

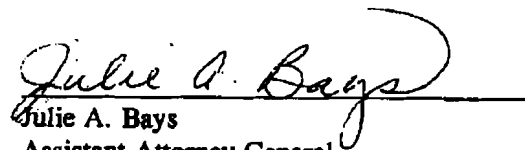
A handwritten signature in black ink, appearing to read "Mitchell Gentile", written over a horizontal line.

By: Mitchell Gentile
Principal Attorney, Antitrust Section
Ohio Attorney General's Office
150 East Gay Street, 20th Floor
Columbus, Ohio 43215
614-466-4328 voice
614-995-0266 facsimile
mgentile@ag.state.oh.us email

Signature block for Plaintiff State of Oklahoma in Settlement Agreement
by and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 16, 2006

W.A. DREW EDMONDSON
ATTORNEY GENERAL

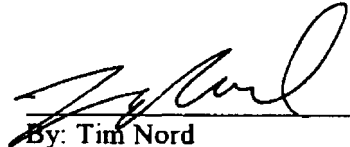
A handwritten signature in cursive script, reading "Julie A. Bays", is written over a horizontal line.

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

Signature block for Plaintiff State of Oregon of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 23, 2006

HARDY MYERS
Attorney General

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

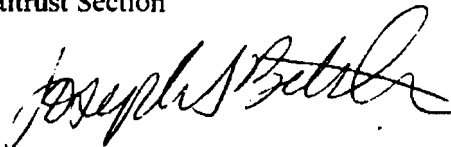
By: Tim Nord
Senior Assistant Attorney General
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
503 947-4333 voice
503 378-5017 facsimile
Tim.Nord@state.or.us email

Signature block for Plaintiff Commonwealth of Pennsylvania
for the Settlement between and among
Plaintiff States and GlaxoSmithKline. plc in
In re Paxil Antitrust Litigation. E.D. Pa.

Dated: February 23, 2006
Harrisburg, PA

TOM CORBETT
Attorney General

James A. Donahue, III
Chief Deputy Attorney General
Antitrust Section

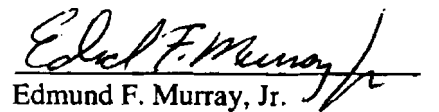


By: Joseph S. Betsko
Deputy Attorney General
Antitrust Section
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530
(717) 705-7110 (telecopy)
jbetsko@attorneygeneral.gov

EXHIBIT A

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

PATRICK C. LYNCH
Attorney General


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 27, 2006

Signature block for Plaintiff State of New York of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 13, 2006
Columbia, South Carolina

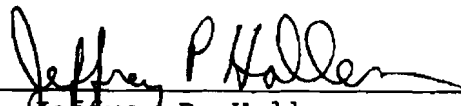
Henry McMaster
Attorney General


By: C. Havird Jones, Jr.
Senior Assistant Attorney General
Post Office Box 11549
Columbia, South Carolina 29211
803-734-3970
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 Paxil Antitrust Litigation, E.D.
Pa.

Dated February 15th, 2006, Pierre, South Dakota.

LAWRENCE E. LONG
ATTORNEY GENERAL


By: Jeffrey P. Hallem
Assistant Attorney General
1302 E. HWY 14, Suite 1
Pierre, SD 57501-8501
(605) 773-3215 (telephone)
(605) 773-4106 (facsimile)

Signature block for Plaintiff State of Tennessee of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006
Nashville, Tennessee

Paul G. Summers
Attorney General

A handwritten signature in black ink, reading "S. Elizabeth Martin". The signature is written in a cursive, flowing style. The first name "S." is small and followed by a period. "Elizabeth" is written in a larger, more prominent script, and "Martin" is also in a large, cursive script, ending with a small dot.

S. Elizabeth Martin

Senior Counsel

Antitrust Division

425 5th Avenue North

Nashville, Tennessee 37243

615-532-5732

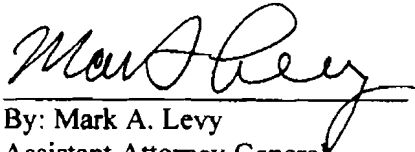
615-741-1026 (Facsimile)

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 Paxil Antitrust Litigation, E.D. Pa.

Dated: February 24, 2006
Austin, Texas

Greg Abbott
Attorney General

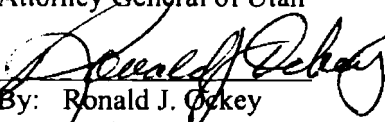
A handwritten signature in black ink, appearing to read "Mark A. Levy", written over a horizontal line.

By: Mark A. Levy
Assistant Attorney General
Antitrust and Civil Medicaid Fraud Division
P.O. Box 12548
Austin, Texas 78711-2548
Phone: 512/936-1847
Fax: 512/320-0975
Email: Mark.Levy@oag.state.tx.us

Signature Block for Plaintiff State of Utah of Settlement
Between and Among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: March 10, 2006
Salt Lake City, Utah

Mark L. Shurtleff
Attorney General of Utah



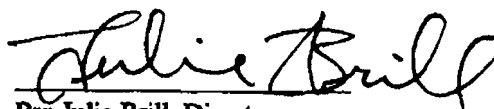
By: Ronald J. Rocky

Assistant Attorney General
Commercial Enforcement Division
Office of the Utah Attorney General
160 E. 300 So., 5th Floor
Salt Lake City, Utah 84111
Telephone: 801-366-0359
Facsimile: 801-366-0315
rockey@utah.gov

**Signature block for Plaintiff State of Vermont of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.**

**Dated: February 16, 2006
Montpelier, Vermont**

**William H. Sorrell
Attorney General**

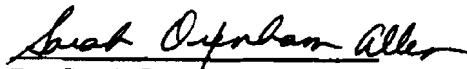
A handwritten signature in black ink, reading "Julie Brill". The signature is fluid and cursive, with the first name "Julie" and last name "Brill" clearly distinguishable.

**By: Julie Brill, Director
Antitrust Unit
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001
802-828-3648 voice
802-828-5341 telecopy
jbrill@atg.state.vt.us**

Signature block for Plaintiff Commonwealth of Virginia of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: March 13, 2006
Richmond, Virginia

Robert F. McDonnell
Attorney General

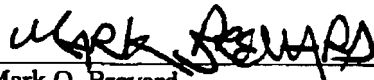


By: Sarah Oxenham Allen
Assistant Attorney General
Antitrust & Consumer Litigation Section
Office of the Attorney General
900 East Main Street
Richmond, VA 23219
804-786-6557 voice
804-786-0122 telecopy
SOAllen@oag.state.va.us email

Signature Block for Plaintiff State of Washington
Settlement between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D.Pa.

Dated: February 13, 2006
Seattle, Washington

STATE OF WASHINGTON
ROB MCKENNA
Attorney General



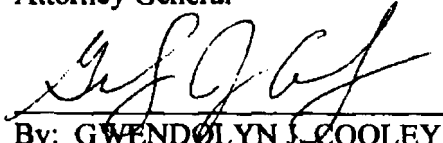
Mark O. Brevard
Assistant Attorney General

Antitrust Division
Attorney for the State of Washington
900 Fourth Avenue, Suite 2000
Seattle, Washington 98164-1012
Telephone: (206) 464-7030
Facsimile: (206) 587-5636
markb@atg.wa.gov

Signature block for Plaintiff State of Wisconsin
of Settlement between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D., Pa.

Dated: February 20, 2006
Madison, Wisconsin

PEGGY A. LAUTENSCHLAGER
Attorney General

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

By: GWENDOLYN J. COOLEY
Assistant Attorney General
Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 261-5810 voice
(608) 267-2778 facsimile
cooleygj@doj.state.wi.us

Signature block for Plaintiff State of Wyoming of Settlement
between and among Plaintiff States and GlaxoSmithKline, plc in
In re Paxil Antitrust Litigation, E.D. Pa.

Dated: February 21, 2006
Cheyenne, Wyoming

Patrick J. Crank
Attorney General

Peter Free
By: Peter Free
Assistant Attorney General
Office of the Attorney General
123 State Capitol
Cheyenne, Wyoming 82002
307-777-8781 voice
307-777-7956 telecopy
pfree@state.wy.us email