SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the United States Department of Health and Human Services ("OIG-HHS") (collectively the "United States"), and GlaxoSmithKline LLC ("GSK" or "the company"), through their authorized representatives. Collectively, all of the above will be referred to as "the Parties."

RECITALS

A. GlaxoSmithKline LLC is a Delaware Limited Liability Company and an indirect subsidiary of GlaxoSmithKline plc, a public limited company incorporated under English law with headquarters in Brentford, England. At all relevant times, GSK and/or its predecessors, including Glaxo, Inc. ("Glaxo"), Glaxo Wellcome, Inc. ("GW"), and SmithKline Beecham Corporation ("SKB") (all of which are incorporated within the above term "GSK") had business operations in Philadelphia, Pennsylvania, and Research Triangle Park, North Carolina. In 2000, GW and SKB merged to form SmithKline Beecham Corporation d/b/a GlaxoSmithKline (now known as GlaxoSmithKline LLC).

B. At all relevant times, GSK manufactured, distributed, and sold pharmaceutical products in the United States.

C. At all relevant times, GSK participated in the Medicaid Drug Rebate Program, 42 U.S.C. § 1396r-8, which is part of the federal Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v. Pursuant to the Medicaid Drug Rebate Program, GSK entered into national rebate agreements with HHS, and GSK's covered outpatient drugs were covered by state Medicaid plans that provided medical assistance for prescription drugs. Under

the Medicaid Drug Rebate Program and the rebate agreements with HHS, GSK agreed: (i) to report quarterly to the Health Care Financing Administration, currently known as, and hereinafter referred to as, the Centers for Medicare and Medicaid Services ("CMS"), the Average Manufacturer Price ("AMP") for all its covered outpatient drugs and Best Price for its single-source and innovator multiple-source covered outpatient drugs, as defined by 42 U.S.C. §§ 1396r-8(k)(1) and 1396r-8(c)(1)(C); and (ii) to pay quarterly rebates to the states. For single-source and innovator multiple source covered outpatient drugs, the quarterly rebates are based on the product of (a) the units of each dosage form and strength paid for under the State Medicaid plan during the rebate period as reported by the state, and (b) the greater of the difference between the AMP and the Best Price, or a minimum rebate percentage of AMP, as further described in 42 U.S.C. § 1396r-8(c)(1).

D. Under 42 U.S.C. § 1396r-8(c)(1)(C)(ii), the term "Best Price": (I) shall be inclusive of cash discounts, free goods that are contingent on any purchase requirement, volume discounts, and rebates (other than rebates under this section); (II) shall be determined without regard to special packaging, labeling, or identifiers on the dosage form or product or package; and (III) shall not take into account prices that are "merely nominal in amount." Under the rebate agreement, the best price for a quarter shall be adjusted by the manufacturer if cumulative discounts, rebates or other arrangements subsequently adjust the prices actually realized.

E. Under the rebate agreement, a "nominal price" is, for purposes of excluding prices from the Best Price calculation, any price less than 10% of the AMP in the same quarter for which the AMP is computed.

F. Under the rebate agreement, a "bundled sale" refers to the packaging of drugs of different types where the condition of rebate or discount is that more than one drug type is

purchased, or where the resulting discount or rebate is greater than that which would have been received had the drug products been purchased separately. For bundled sales, the allocation of the discount is made proportionately to the dollar value of the units of each drug sold under the bundled arrangement.

G. The 1996 Medicaid Drug Rebate Operational Training Guide states that "[t]he key to identifying a bundled sale is that the sale is contingent on the purchase of another product" and that "Bundled Sales will affect the AMP and BP calculations. The value of the discounted or free product should be proportionately distributed among the other products in the bundle."

H. The 2001 Medicaid Drug Rebate Operational Training Guide states that "[t]he key to identifying a bundled sale is that the sale is contingent upon an additional purchase requirement(s) of the retail purchaser (e.g. pharmacies, beneficiaries, etc.)" and that "Bundled Sales will affect the AMP and BP calculations. The discounted or contingent drug product's value is proportionately distributed among the other drug products in the bundle."

I. At all relevant times, GSK participated in the Drug Pricing Program, 42 U.S.C. § 256b, which is part of the Public Health Service ("PHS") Act, 42 U.S.C. §§ 201-300gg-92. Pursuant to the Drug Pricing Program, GSK entered into agreements with HHS in connection with the pricing of its drug products sold to entities such as AIDS drug purchasing assistance programs, community health centers, and disproportionate share hospitals, as defined in 42 U.S.C. § 256b(a) (the "PHS entities"). Under the Drug Pricing Program, GSK agreed that the amount the PHS entities would pay for their drug products would not exceed certain limits derived in part from the AMPs and Best Prices reported by GSK to CMS for such drugs in the previous calendar quarter, as further described in 42 U.S.C. § 256b(a).

J. The United States contends that it has certain civil claims against GSK, as specified in Paragraph 2 of the Terms and Conditions section below, arising from the following conduct during the time period from January 1, 1994, to December 31, 2003 (hereinafter referred to as the "Covered Conduct"):

i. The United States contends that GSK entered into contracts with hospitals, universities, group purchasing organizations, managed care organizations, and other customers, pursuant to which the customers received discounts and/or rebates on one or more GSK drugs that appeared, on their face, to yield a purportedly nominal price, *i.e.*, a price of less than 10% of the AMP for a drug, but which were contingent on the customer agreeing to meet one or more of the following requirements for a drug with a different National Drug Code number: (a) purchase all of its requirements of a certain drug type or class of drug from GSK rather than from other drug manufacturers, (b) purchase a minimum quantity of a certain GSK product or products, (c) maintain or achieve a minimum market share of a certain GSK product or products within a therapeutic class of drugs, (d) place and/or keep a certain GSK product or products on formulary and/or unrestricted in its institutions or systems, or (e) make a certain GSK product or products the exclusive or preferred drug on a formulary within a particular therapeutic or multi-source class of products available in its institutions or systems.

More specifically, GSK generally referred to such contracts as "committed contracts" or "portfolio contracts." A 1991 internal GSK training document explained that, "[i]n a committed contract (sometimes referred to as a bundle), pricing is contingent on all terms of the contract. The purpose of a committed contract is to establish an agreement that an account will use multiple [GSK] products and/or use exclusively [GSK] brands of [certain drug products]. Further, the commitment may require the unrestricted availability of all forms of

[another drug product]. In return, the account receives better pricing level and/or rebates." Another internal GSK document explained: "Portfolio adds value [by] pulling weaker products on formulary that would otherwise have been excluded (achieved by increasing discounts on stronger (levered) products) . . . [and] minimizing discounts on a key product by giving concessions on less important products."

The United States contends that, like other deep discounts, purportedly nominal pricing on certain products included in these portfolio contracts was regarded by GSK as an investment and a tool to guarantee contract compliance, consistent with the company's overall portfolio approach to contracting.

ii. The United States further contends that the GSK contracts described in paragraph (i) above are "bundled sales" under the rebate agreements between GSK and HHS. As such, the discounts and/or rebates on the drugs sold under those contracts should have been reallocated among all drugs in the bundled sales, including those drugs sold at a price of less than 10% of AMP, as required by the rebate agreements, in calculating and reporting to CMS quarterly AMP and Best Price figures for the drugs, and that GSK did not reallocate those discounts and/or rebates.

iii. The United States further contends that if GSK had reallocated the discounts and/or rebates as required under its rebate agreements, the effective prices on the purportedly nominal-priced drugs in the bundled sales would, in some cases, have exceeded 10% of AMP and resulted in reportable Best Prices that were lower than the Best Prices GSK reported to CMS for such drugs. Further, those reallocations would have lowered the effective prices for certain other drugs included in the alleged bundled sales and would, in some cases, have resulted in

reportable Best Prices for one or more of those other drugs that were lower than the Best Prices GSK reported to HHS for those drugs.

iv. The United States further contends that in failing to reallocate discounts and/or rebates in bundled sales that included purportedly nominal-priced drugs, GSK knowingly reported false Best Prices to HHS and underpaid quarterly rebates to the states under the Medicaid Drug Rebate Program, and knowingly overcharged the PHS entities under the Drug Pricing Program. Such underpayment of quarterly rebates to the states caused the United States to be overcharged for its quarterly contributions to the states for the Medicaid Program.

v. In some instances, GSK treated certain prices as nominal when, in fact, those prices were contingent on other requirements and the United States contends they did not qualify as nominal prices within the meaning of the rebate agreements. The United States contends that if GSK had factored certain of the contingencies into the transactions and not treated those transactions as nominal, GSK would have reported Best Prices that were lower than those that they reported to HHS for such drugs. As a result, GSK knowingly reported false Best Prices to HHS and underpaid quarterly rebates to the states under the Medicaid Drug Rebate Program, and knowingly overcharged the PHS entities under the Drug Pricing Program. Such underpayment of quarterly rebates to the states caused the United States to be overcharged for its quarterly contributions to the states for the Medicaid Program.

K. The United States contends that, as a result of the Covered Conduct, GSK knowingly made or caused to be made false claims or made or caused to be made false statements material to false claims and/or obligations relating to the payment of rebates to the Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v, and thereby also inflated the prices paid for certain drugs under the Drug Pricing Program, which is part of

the PHS Act, 42 U.S.C. § 201-300gg-92.

L. The United States also contends that it has certain administrative claims against GSK as specified in Paragraph 3 below, for engaging in the Covered Conduct.

M. GSK will be entering into separate settlement agreements, described in Paragraph 1.b below (hereinafter referred to as the "Medicaid State Settlement Agreements") with certain states and the District of Columbia in settlement of the Covered Conduct. States with which GSK executes a Medicaid State Settlement Agreement in the form to which GSK and the National Association of Medicaid Fraud Control Units ("NAMFCU") have agreed, or in a form otherwise agreed to by GSK and an individual state, are referred to herein as "Medicaid Participating States."

N. On such date as may be determined by the Court, GSK will enter a plea of guilty pursuant to Fed. R. Crim. P. 11(c)(1)(c) (the "Plea Agreement") to an Information to be filed in United States of America v. GlaxoSmithKline LLC, Criminal Action No. [to be assigned] (District of Massachusetts) (the "Criminal Action") that will allege: (i) violations of Title 21, United States Code, Sections 331(a), 333(a)(1) and 352, namely, the introduction into interstate commerce of the misbranded drugs Wellbutrin and Paxil, and (ii) a violation of Title 21, United States Code, Sections 331(e), 333(a)(1), and 355(k)(1), namely, that GSK failed to report data relating to clinical experience, along with other data and information, regarding Avandia to the Food and Drug Administration ("FDA") in mandatory reports, in violation of the Food, Drug and Cosmetic Act ("FDCA").

O. This Agreement is made in compromise of disputed claims. This Agreement is neither an admission of liability by GSK nor a concession by the United States that its claims are not well founded. GSK expressly denies the allegations of the United States as set forth herein,

and denies that it has engaged in any wrongful conduct in connection with the Covered Conduct. GSK further states that, neither this settlement, its execution, nor the performance of any obligation under it, including any payment, nor the fact of the settlement, is intended to be, or should be understood as, an admission of any fact or of any liability or wrongdoing, or other expression reflecting on the merits of the dispute by GSK.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties reach a full and final settlement pursuant to the terms and conditions below:

TERMS AND CONDITIONS

1. GSK shall pay to the United States, the Medicaid Participating States, and the PHS entities, collectively, the sum of Three Hundred Million Dollars ($300,000,000) plus interest accrued thereon at a rate of 1.625% per annum from December 1, 2011, to and including the day before payment is made under this Agreement (the "Settlement Amount"). The Settlement Amount shall constitute a debt immediately due and owing to the United States, the Medicaid Participating States, and the PHS entities on the Effective Date of this Agreement. The debt shall be discharged by payments to the United States, the Medicaid Participating States, and the PHS entities as follows:

a. GSK shall pay to the United States the sum of $160,972,069 plus interest accrued thereon at a rate of 1.625% per annum from December 1, 2011, to and including the day before payment is made under this Agreement (the "Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions to be provided by the United States. GSK shall make this electronic funds transfer no later than seven (7) business days after: (i) the Effective Date of this Agreement or (ii) the Court accepts a

Fed. R. Crim. P. 11(c)(1)(c) guilty plea as described in Preamble Paragraph N in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

b. GSK shall pay to the Medicaid Participating States the sum of $118,792,931 plus interest accrued thereon at a rate of 1.625% per annum from December 1, 2011, to and including the day before payment is made under this Agreement (the "State Settlement Amount"). The State Settlement Amount shall be paid by electronic funds transfer to an interest bearing account in accordance with the written instructions from the NAMFCU negotiating team pursuant to the terms and conditions agreed upon by GSK and the NAMFCU negotiating team and as set forth in the Medicaid State Settlement Agreements that GSK will enter into with the Medicaid Participating States.

c. GSK and the United States agree that GSK shall pay the sum of $20,235,000 plus interest accrued thereon at a rate of 1.625% per annum from December 1, 2011, to and including the day before payment is made under this Agreement, as the PHS share (the "PHS Amount") of the Settlement Amount. GSK shall transfer the PHS Amount into a segregated, interest-bearing bank account (the "PHS Account") no later than seven (7) business days after: (i) the Effective Date of this Agreement or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(c) guilty plea as described in Preamble Paragraph N in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later. Pursuant to the process agreed to by the Parties in a separate letter, GSK will use its best efforts to identify affected PHS entities and the amounts they were overcharged as a result of the Covered Conduct. GSK shall disburse funds from the PHS Account pursuant to the terms set forth in the aforementioned letter.

d. If GSK's agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(c)

in the Criminal Action described in Preamble Paragraph N is not accepted by the Court or the Court does not impose the agreed-upon sentence for whatever reason, this Agreement shall be null and void at the option of either the United States or GSK. If either the United States or GSK exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within five (5) business days of the Court's decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, GSK will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims, actions or proceedings arising from the Covered Conduct that are brought by the United States within 90 calendar days of rescission, unless such defenses were available to GSK prior to May 19, 2004.

2. Subject to the exceptions in Paragraph 4 (concerning excluded claims) below, in consideration of the obligations of GSK in this Agreement, and conditioned upon GSK's full payment of the Settlement Amount, the United States releases GSK, together with its predecessors, current and former parents, divisions, subsidiaries, successors, transferees, heirs, and assigns, and their current and former directors, officers and employees, individually and collectively, from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Medicaid Rebate Statute, 42 U.S.C. § 1396r-8; the Drug Pricing Program, 42 U.S.C. § 256b; any statutory provision applicable to the federally funded programs in this Agreement creating a cause of action for civil damages or civil penalties for which the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R., Part 0, Subpart I, § 0.45(d); and the common law theories of

payment by mistake, fraud, disgorgement, and unjust enrichment.

3. In consideration of the obligations of GSK in this Agreement and the Corporate Integrity Agreement (CIA) entered into between OIG-HHS and GSK, and conditioned upon GSK's full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against GSK under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph 4 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude GSK from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 4, below.

4. Notwithstanding any term of this Agreement, the following claims of the United States are specifically reserved and are not released:

a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any conduct other

than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

g. Any liability for failure to deliver goods or services due;

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; or

i. Any liability of individuals (including current or former directors, officers, employees, or agents of GSK) who receive written notification that they are the target of a criminal investigation, are criminally indicted or charged, or are convicted, or who enter into a criminal plea agreement related to the Covered Conduct.

5. GSK waives and shall not assert any defenses GSK may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

6. GSK fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of

every kind and however denominated) that GSK has asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

7. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any federal or state payer related to the Covered Conduct; and GSK agrees not to resubmit to any federal or state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal, or cause the appeal of, any such denials of claims.

8. GSK agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of GSK, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

(3) GSK's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement or the Medicaid State Settlement Agreements;

(5) the payments GSK makes to the United States or any State pursuant to this Agreement or the Medicaid State Settlement Agreements; and

(6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to OIG-HHS. However, nothing in this paragraph 8.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to GSK;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by GSK, and GSK shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by GSK or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: GSK further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment

requests already submitted by GSK or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. GSK agrees that the United States, at a minimum, shall be entitled to recoup from GSK any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by GSK or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on GSK or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine GSK's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

9. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 2 above and Paragraph 10 below.

10. GSK agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

11. GlaxoSmithKline LLC expressly warrants that it has reviewed its financial situation and that it is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and will remain solvent following payment of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to GlaxoSmithKline LLC, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties, to the best of their respective knowledge individually, warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which GlaxoSmithKline LLC was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

12. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

13. GSK represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

14. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts, except that disputes arising under the CIA shall be resolved exclusively under the dispute resolution provisions in the CIA.

15. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against

any Party for that reason in any subsequent dispute.

16. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

17. The individuals signing this Agreement on behalf of GSK represent and warrant that they are authorized by GSK to execute this Agreement. The United States' signatories represent that they are signing this Agreement in their official capacities and they are authorized to execute this Agreement.

18. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

19. This Agreement is binding on GSK's successors, transferees, heirs, and assigns.

20. GSK consents to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

21. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

STUART F. DELERY
ACTING ASSISTANT ATTORNEY GENERAL

DATED: _____ BY: _____
JOYCE R. BRANDA
JAMIE ANN YAVELBERG
JEFFREY A. TOLL
LISA KATZ SAMUELS
JENNIFER A. STALZER
Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____
GREGORY E. DEMSKE
Chief Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

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THE UNITED STATES OF AMERICA

STUART F. DELERY
ACTING ASSISTANT ATTORNEY GENERAL

DATED: 7/2/12 BY: _____
JOYCE R. BRANDA
JAMIE ANN YAVELBERG
JEFFREY A. TOLL
LISA KATZ SAMUELS
JENNIFER A. STALZER
Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

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Chief Counsel to the Inspector General
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JEFFREY A. TOLL
LISA KATZ SAMUELS
JENNIFER A. STALZER
Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 6/28/2012 BY: _____
for GREGORY E. DEMSKE
Chief Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

GLAXOSMITHKLINE LLC

DATED: 6-28-12 BY: _____

ELPIDIO VILLARREAL
Senior Vice President
Global Litigation
GlaxoSmithKline LLC

DATED: 6/28/12 BY: _____

MARK D. SELTZER
BRIAN K. FRENCH
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Counsel for GlaxoSmithKline LLC

DATED: 6/28/12 BY: _____ BKF

THOMAS H. LEE, II
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