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 ("OIG-HHS") of the Department of Health and Human Services ("HHS"); TRICARE Management Activity ("TMA"), through its General Counsel; the Office of Personnel Management ("OPM"), which administers the Federal Employees Health Benefits Program ("FEHBP"); the United States Department of Veterans Affairs ("VA"); and the United States Agency for International Development ("USAID"), which administers the United States President's Emergency Plan for AIDS Relief ("PEPFAR"), (collectively the "United States"); Ranbaxy Laboratories Limited, Ranbaxy, Inc., Ranbaxy Pharmaceuticals, Inc., Ranbaxy Laboratories, Inc., Ohm Laboratories, Inc., and Ranbaxy USA, Inc. (collectively, "Ranbaxy"); and Dinesh S. Thakur ("Thakur" or "Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Ranbaxy Laboratories Limited is a public company incorporated under Indian law with headquarters in Gurgaon, India. Ranbaxy, Inc., incorporated in Delaware, is the United States subsidiary of Ranbaxy Laboratories Limited. Ohm Laboratories, Inc., incorporated in New Jersey; Ranbaxy Pharmaceuticals, Inc., incorporated in Florida; Ranbaxy Laboratories, Inc., incorporated in Delaware; and Ranbaxy USA, Inc., incorporated in Florida, are all subsidiaries of Ranbaxy, Inc. At all relevant times, Ranbaxy distributed and sold in the United States pharmaceutical products that were manufactured at its facilities in Paonta Sahib, India, and

Dewas, India (the "Covered Drugs").

B. On or about April 13, 2007, Dinesh S. Thakur filed a *qui tam* action in the United States District Court for the District of Maryland ("Court") captioned *United States ex rel. Dinesh S. Thakur v. Ranbaxy USA, Inc., et al.*, Civil Action No. 1:07-00962-JFM (D. Md.) pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). On or about February 26, 2010, Relator filed a First Amended Complaint in the District of Maryland under the same caption and case number, and this First Amended Complaint sets forth the current allegations in the *qui tam* action.

C. On such date as may be determined by the Court, Ranbaxy USA, Inc. 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. Ranbaxy USA, Inc.*, Criminal Action No. [to be assigned] (D. Md.) (the "Criminal Action") that will allege a violation of Title 21, United States Code, Sections 331(a), 331(c), 333(a)(2) and 351(a)(2)(B), and Title 18, USC, Sections 2 and 1001.

D. On January 25, 2012, Ranbaxy Laboratories Limited, et al. consented to the entry of a Consent Decree of Permanent Injunction (the "Consent Decree") to a Complaint filed in *United States of America v. Ranbaxy Laboratories, Ltd., et al.*, Civil Action No. 12-0250 (D. Md.) that alleges a violation of Title 21, United States Code, Sections 331(a), 331(d), 331(e), and 331(k), namely, the introduction of adulterated drugs into interstate commerce, the delivery of unapproved new drugs into interstate commerce, failing to make required reports to the Food and Drug Administration, and causing drugs to be adulterated while the drugs were held for sale after

shipment in interstate commerce, in violation of the Food, Drug and Cosmetic Act.

E. Ranbaxy has entered into or 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 described in Recitals Paragraph G, below. States with which Ranbaxy executes a Medicaid State Settlement Agreement in the form to which Ranbaxy and the National Association of Medicaid Fraud Control Units ("NAMFCU") Negotiating Team have agreed, or in a form otherwise agreed to Ranbaxy and an individual State, shall be defined as "Medicaid Participating States."

F. The United States contends that Ranbaxy submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 ("Medicare"); the Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid"); the TRICARE Program, 10 U.S.C. §§ 1071-1110b; the FEHBP, 5 U.S.C. §§ 8901-8914; and caused purchases by the Veterans Affairs Program, 38 U.S.C. §§ 1701-1743; and PEPFAR, 22 U.S.C. §§ 7601-7682 (collectively "the Federal Health Care Programs").

G. The United States contends that it and the Medicaid Participating States have certain civil claims against Ranbaxy, as specified in Paragraph 2 below, for allegedly engaging in the following conduct concerning the manufacture, distribution, and sale of the Covered Drugs at various points during the period from April 1, 2003, through September 16, 2010 ("Covered Conduct"):

> Ranbaxy knowingly manufactured, distributed, and sold in interstate commerce, and made false statements (including in annual reports to the Food and Drug Administration) about, certain batches, lots, or portions of lots of the Covered Drugs during the period referenced above in violation of the Federal Food, Drug, and Cosmetic Act ("FDCA"), 21 U.S.C. §§ 331, 351, 352, and 355, including batches, lots, or portions of lots of the Covered Drugs (1) the strength of which materially differed from, or the purity or quality of which materially fell below, the strength, purity, or quality which they purported or were represented to possess, or (2) that were not manufactured according to the approved formulation and were, therefore, unapproved new drugs, in violation of the FDCA, 21 U.S.C. §§ 331(d) and 355(a), and were not "covered outpatient drugs" under 42 U.S.C. § 1396r-8(k)(2).

As a result of the foregoing alleged conduct, the United States contends that Ranbaxy knowingly caused false and/or fraudulent claims to be submitted to, or caused purchases by, the Federal Health Care Programs.

H. This Agreement is neither an admission of liability by Ranbaxy, except to the extent admitted by Ranbaxy USA, Inc. under the terms of the Plea Agreement, nor a concession by the United States that its claims are not well founded. Ranbaxy expressly denies the contentions and allegations of the United States and Relator as described in the Covered Conduct and set forth herein and in the Civil Action, and denies that it engaged in any wrongful conduct, except as to such admissions that Ranbaxy USA, Inc. is required to make under the terms of the Plea Agreement.

I. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relator's reasonable expenses, attorneys' fees, and costs.

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 agree and covenant as follows:

TERMS AND CONDITIONS

1. Ranbaxy shall pay to the United States and the Medicaid Participating States, collectively, the sum of Three Hundred and Fifty Million Dollars ($350,000,000.00), plus interest at the rate of 1.75% per annum from February 1, 2012, and continuing until 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 and the Medicaid Participating States on the Effective Date of this Agreement. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

(a) Ranbaxy shall pay the United States the sum of $231,844,066.00 plus accrued interest as set forth above ("Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States no later than thirty (30) days after (i) this Agreement is fully executed by the Parties and delivered to Ranbaxy's attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Recitals Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

(b) Ranbaxy shall pay to the Medicaid Participating States the sum of $118,155,933.00, plus accrued interest as set forth above ("Medicaid State Settlement Amount"). The Medicaid State Settlement Amount shall be paid by electronic funds

transfer pursuant to written instructions from the NAMFCU Negotiating Team and under the terms and conditions of the Medicaid State Settlement Agreements that Ranbaxy will enter into with the Medicaid Participating States no later than thirty (30) days after (i) this Agreement is fully executed by the Parties and delivered to Ranbaxy's attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Recitals Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

(c) Conditioned upon the United States receiving the Federal Settlement Amount from Ranbaxy and as soon as feasible after receipt, the United States agrees to pay $48,687,254.01, plus a proportionate share of the actual accrued interest paid to the United States by Ranbaxy, as set forth in Paragraph 1.a., above, ("Relator's Share") to Dinesh S. Thakur as Relator's share of the proceeds pursuant to 31 U.S.C. § 3730(d).

(d) Ranbaxy agrees to pay Relator's fees and costs, pursuant to 31 U.S.C. § 3730(d) incurred in connection with the Civil Action, to Relator's counsel by electronic funds transfer pursuant to a separate written agreement between Ranbaxy and Relator and Relator's attorneys.

(e) If Ranbaxy's agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in Preamble Paragraph C 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 Ranbaxy. If either the United States or Ranbaxy 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, Ranbaxy 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 ninety (90) calendar days of rescission, except to the extent such defenses were available on the day on which the *qui tam* complaint listed in Preamble Paragraph B, above, was filed.

2. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon Ranbaxy's full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Ranbaxy, together with its predecessors, current and former parents, direct and indirect affiliates, 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; any statutory provision 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 common law claims of payment by mistake, fraud, disgorgement, unjust enrichment, and, if applicable, breach of contract.

3. Subject to the exceptions in Paragraph 9 below, and conditioned upon Ranbaxy's full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns and any other person or entity acting on his behalf or asserting his rights, releases Ranbaxy from any civil monetary claim Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. OIG-HHS expressly reserves all rights to institute, direct, or to maintain any administrative action seeking exclusion against Ranbaxy Laboratories Limited, Ranbaxy, Inc., Ranbaxy Pharmaceuticals, Inc., Ranbaxy Laboratories, Inc., Ohm Laboratories, Inc., and Ranbaxy USA, Inc. and/or officers, directors, and employees of all of these entities from Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion), or 42 U.S.C. § 1320a-7(b) or 42 U.S.C. § 1320a-7a (permissive exclusion).

5. TMA expressly reserves all rights to institute, direct, or to maintain any administrative action seeking exclusion against Ranbaxy Laboratories Limited, Ranbaxy, Inc., Ranbaxy Pharmaceuticals, Inc., Ranbaxy Laboratories, Inc., Ohm Laboratories, Inc., and Ranbaxy USA, Inc. and/or officers, directors, and employees of all of these entities from TRICARE under 32 C.F.R. 199.9.

6. OPM expressly reserves all rights to institute, direct, or to maintain any administrative action seeking debarment against Ranbaxy Laboratories Limited, Ranbaxy, Inc., Ranbaxy Pharmaceuticals, Inc., Ranbaxy Laboratories, Inc., Ohm Laboratories, Inc., and Ranbaxy USA, Inc. and/or officers, directors, and employees of all of these entities from the

FEHBP under 5 U.S.C. § 8902a(b) (mandatory debarment), or (c) and (d) (permissive debarment).

7. Notwithstanding the releases given in Paragraphs 2 and 3 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

a. Any 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 the suspension and debarment rights of any Federal agency and mandatory and permissive 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 failure to deliver goods or services due;

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

h. Any liability of individuals (including current or former directors, officers, employees, agents, or shareholders of Ranbaxy) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted or charged, or who enter into a plea agreement related to the Covered Conduct.

8. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 1, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action. This Agreement does not resolve or in any manner affect any claims the United States has or may have against Relator arising under Title 26 U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

9. In consideration of the obligations of Ranbaxy set forth in this Agreement, and conditioned upon receipt of the payments described in Paragraph 1 above, the Relator, for himself, and his heirs, successors, attorneys, agents, assigns, and any other person or entity acting on his behalf or asserting his rights, hereby fully and finally releases, waives and forever discharges Ranbaxy, together with its predecessors, current and former parents, direct and indirect affiliates, divisions, subsidiaries, successors, transferees, heirs, and assigns, and their current and former directors, officers and employees, individually and collectively from any and all liability, claims, allegations, demands, actions or causes of action whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or tort, under any Federal or State statute or regulation, or under common law or that the Relator otherwise would have standing to bring, arising from or relating to the Covered Conduct, and that the Relator asserted or could

have asserted in, or arising from or relating to, the Civil Action, or under 31 U.S. C. § 3730(d) for expenses or attorney's fees and costs.

10. Ranbaxy waives and shall not assert any defenses Ranbaxy 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.

11. Ranbaxy fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Ranbaxy has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution of the Civil Action. Nothing in this Agreement shall constitute a waiver of Ranbaxy's right to assert against the United States, or any agency of the United States, claims or challenges that are permitted under the Complaint or Consent Decree filed in *United States of America v. Ranbaxy Laboratories, Ltd., et al.*, Civil Action No. 12-250 (D. Md.).

12. Should this Agreement be challenged by any person as not fair, adequate, or reasonable pursuant to 31 U.S.C. § 3730(c)(2)(B), Ranbaxy agrees that it will take all reasonable

and necessary steps to defend this Agreement.

13. In consideration of the obligations of the Relators set forth in this Agreement, Ranbaxy, on behalf of itself, its predecessors, and its current and former divisions, parents subsidiaries, agents, successors, assigns, and their current and former directors, officers, and employees, fully and finally release, waive, and forever discharge the Relator and his respective heirs, successors, assigns, agents, and attorneys from any claims or allegations that Ranbaxy has or could have asserted, arising from the Covered Conduct.

14. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any other state or Federal payer, related to the Covered Conduct; and Ranbaxy agrees not to resubmit to any Medicare carrier or intermediary or any other state or Federal payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

15. Ranbaxy 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 Ranbaxy, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "Unallowable Costs" on government contracts and under the Federal Health Care Programs:

(1) the matters covered by this Agreement and any related plea

agreement;

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

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

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

(5) the payment Ranbaxy makes to the United States pursuant to this Agreement, the Plea Agreement, or the Medicaid State Settlement Agreements, and any payments that Ranbaxy may make to Relator, including costs and attorneys' fees; and

(b) Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Ranbaxy, and Ranbaxy 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 Ranbaxy or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Submitted for Payment: Ranbaxy further agrees that within ninety (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 Ranbaxy 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. Ranbaxy agrees that the United States, at a minimum, shall be entitled to recoup from Ranbaxy 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 Ranbaxy or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Ranbaxy's 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 Ranbaxy's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this

Paragraph.

16. Ranbaxy agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Ranbaxy shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Ranbaxy further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

17. 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 18 (waiver for beneficiaries paragraph), below.

18. Ranbaxy 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.

19. Ranbaxy warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States 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 Ranbaxy, within the meaning of 11 U.S.C. § 547(c)(1); and (b) concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties 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 Ranbaxy was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

20. Within five (5) business days following receipt of the payment of the Settlement Amount described in Paragraph 1, above, the United States and Relator shall file a stipulation of dismissal in the Civil Action as follows:

(a) the Stipulation of Dismissal shall be with prejudice to the United States' and Relator's claims as to Ranbaxy as to the Covered Conduct, pursuant to and consistent with the terms and conditions of this Agreement; and

(b) the Stipulation of Dismissal shall be without prejudice to the United States and with prejudice as to the Relator as to all other claims.

21. Except as expressly provided to the contrary in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

22. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

23. 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 Maryland

24. 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.

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

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

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

28. This Agreement is binding on Ranbaxy's successors, transferees, heirs, and assigns.

29. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

30. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

31. 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

ROD J. ROSENSTEIN
United States Attorney

DATED: 5/9/13 BY: _____

ROANN NICHOLS
Assistant United States Attorney
United States Attorney's Office
District of Maryland

DATED: 5/9/13 BY: _____

MICHAEL D. GRANSTON
JAMIE ANN YAVELBERG
NATALIE A. PRIDDY
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 5/9/13 BY: Robert K. DeConti

ROBERT K. DeCONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED:_____ BY:_____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

DATED:_____ BY:_____

SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance
Operations
United States Office of Personnel Management

DATED:_____ BY: _____

ROBERT K. DeCONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED: 5/6/13 BY: _____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

DATED:_____ BY: _____

SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance
Operations
United States Office of Personnel Management

DATED:_____ BY:_____
ROBERT K. DeCONTI
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

DATED:_____ BY:_____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

DATED: 5/3/2013 BY: Shirley R Patterson
SHIRLEY R. PATTERSON
Assistant Director for Federal Employee Insurance
Operations
United States Office of Personnel Management

RANBAXY LABORATORIES LIMITED

DATED: 3/4/13 BY: _____
SUSHIL K. PATAWARI
Company Secretary

DATED: March 4, 2013 BY: _____
W. WARREN HAMEL
GEOFFREY R. GARINTHER
WINIFRED M. WEITSEN
Venable LLP

RANBAXY, INC.

DATED: 3/4/13 BY: _____
AHMAD ABOELEZZ
Corporate Secretary

DATED: March 4, 2013 BY: _____
W. WARREN HAMEL
GEOFFREY R. GARINTHER
WINIFRED M. WEITSEN
Venable LLP

RANBAXY PHARMACEUTICALS, INC.

DATED: 3/1/13 BY: _____
AHMAD ABOELEZZ
Corporate Secretary

DATED: March 4, 2013 BY: _____
W. WARREN HAMEL
GEOFFREY R. GARINTHER
WINIFRED M. WEITSEN
Venable LLP

RANBAXY LABORATORIES, INC.

DATED: 3/4/13 BY: _____
AHMAD ABOELELLA
Corporate Secretary

DATED March 4, 2013 BY: _____
W. WARREN HAMEL
GEOFFREY R. GARINTHER
WINIFRED M. WEITSEN
Venable LLP

OHM LABORATORIES, INC.

DATED: 3/4/13 BY: _____
AHMAD ABOELEZZ
Corporate Secretary

DATED: March 4, 2013 BY: _____
W. WARREN HAMEL
GEOFFREY R. GARINTHER
WINIFRED M. WEITSEN
Venable LLP

RANBAXY USA, INC.

DATED: 3/1/13 BY: _____
IRVING KAGAN
Corporate Secretary

DATED: March 1, 2013 BY: _____
W. WARREN HAMEL
GEOFFREY R. GARINTHER
WINIFRED M. WEITSEN
Venable LLP

RELATOR DINESH S. THAKUR

DATED: May 2, 2013 BY: _____
DINESH S. THAKUR

DATED: May 8, 2013 BY: _____
ANDREW M. BEATO
Stein, Mitchell, Muse & Cipollone, LLP