

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this ___th day of June, 2012, by and among:

1. Defendants Toshiba Corporation, Japan Display Central, Inc. (formerly known as Toshiba Mobile Display Co., Ltd. and Toshiba Matsushita Display Technology Co., Ltd.), Toshiba America Electronic Components, Inc. (“TAEC”), and Toshiba America Information Systems, Inc. (collectively “Toshiba”);

2. Indirect-Purchaser Plaintiffs (“IPPs”) class representatives, both individually and on behalf of the classes certified by orders of the Honorable Susan Illston, District Judge of the United States District Court for the Northern District of California, on March 28, 2010 and July 28, 2011; and

3. The following states, by and through their Attorneys General: Arkansas, California, Florida, Michigan, Missouri, New York, West Virginia and Wisconsin, each of which has been pursuing its own litigation.

WHEREAS, the IPPs (as defined below) are prosecuting the *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.) on their own behalf and on behalf of: (1) a nationwide federal injunctive-relief class under Federal Rules of Civil Procedure 23(a) and (b)(2) and Section 16 of the Clayton Act (15 U.S.C. § 26) for violations of Section 1 of the Sherman Act (15 U.S.C. § 1); and (2) separate damages classes covering twenty-four (24) states and the District of Columbia, seeking monetary relief for alleged violations of state antitrust, consumer protection, unjust enrichment, and other laws; and

WHEREAS, the Settling States (as defined below) are prosecuting separate cases in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.), including *State of*

Missouri ex rel. Koster, et al. v. AU Optronics Corporation et al. (Plaintiff States of Missouri, Arkansas, Michigan, West Virginia, and Wisconsin), Case No. 3:10-cv-3619-SI; *State of Florida v. AU Optronics Corporation et al.*, Case No. 3:10-cv-03517-SI (the “Florida Action”); and *State of New York v. AU Optronics Corporation et al.*, Case No. 3:11-cv-711 (the “New York Action”); and in California state court, *State of California, et al. v. AU Optronics Corporation et al.*, California Superior Court for the City and County of San Francisco Case No. CGC-10-504651 (the “California State Court Action”), which litigations are brought against defendants under federal and/or state laws for damages, restitution, injunctive relief, civil penalties and other redress, either: (1) on behalf of governmental entities within each state; (2) as *parens patriae* on behalf of Consumers (as defined below); or (3) on behalf of both governmental entities and Consumers; and

WHEREAS, the IPPs and the Settling States have been coordinating certain litigation and mediation efforts pursuant to the rulings of the Court while prosecuting their respective actions in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.) and the California State Court Action; and

WHEREAS, Settling Plaintiffs (as defined below) claim that Toshiba participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of certain TFT-LCD Panels (as defined below) at artificially high levels in violation of Section 1 of the Sherman Act (15 U.S.C. § 1) and of various state antitrust, unfair competition, unjust enrichment, and other laws; and

WHEREAS, Toshiba has defenses to Settling Plaintiffs’ claims; and

WHEREAS, as of April 1, 2012, Toshiba divested Japan Display Central, Inc. and does not otherwise produce TFT-LCD panels; and

WHEREAS, counsel for the IPPs and the IPP Classes (as defined below) have conducted an investigation into the facts and the law regarding the Actions (as defined below), including substantially completing discovery, and have concluded that resolving claims against Toshiba according to the terms set forth below is fair, reasonable, and in the best interests of the IPPs and the IPP Classes; and

WHEREAS, the Settling States conducted pre-litigation investigations, have been participating in discovery in the Actions, and have also concluded that resolving claims against Toshiba according to the terms set forth below is fair, reasonable, and adequate for the Settling States; and

WHEREAS, Toshiba, despite its belief that it is not liable for the claims asserted and has good defenses thereto, has nevertheless agreed to enter into this Agreement in order to: (1) avoid any further expense, inconvenience, and distraction of burdensome and protracted litigation; (2) obtain the releases, orders, and final judgment contemplated by this Agreement; and (3) put to rest and terminate with finality all claims that have been or could have been asserted against Toshiba by the Settling Plaintiffs arising from the facts alleged in the Actions, as more particularly set forth below.

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, it is agreed by and among the Settling Plaintiffs and Toshiba that, subject to the approval of the Court, all Released Claims (as defined below) shall be finally, fully, and forever settled, compromised, and released and the Actions dismissed on the merits with prejudice as to Toshiba (and the Toshiba Releasees, as defined below), and except as hereinafter provided, without costs to the Settling Plaintiffs or Toshiba, on the following terms and conditions:

I. Definitions.

a. “Actions” means *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.); *State of Missouri ex rel. Koster, et al. v. AU Optronics Corporation et al.*, Case No. 3:10-cv-3619 SI (N.D. Cal.); the Florida Action; the New York Action; and the California State Court Action, collectively.

b. “Arkansas Released Claims” has the meaning ascribed to it in Paragraph 9(c).

c. The “Arkansas Settlement Class” is defined as follows:

All persons and entities in Arkansas who, from January 1, 1999 to December 31, 2006, as residents of Arkansas, purchased TFT-LCD Panels incorporated in televisions, monitors, and/or laptop computers in Arkansas indirectly from one or more of the named Defendants or Quanta Display Inc., for their own use and not for resale. Specifically excluded from the Class are defendants; the officers, directors, or employees of any defendant in the Actions; the parent companies and subsidiaries of any defendant; the legal representatives and heirs or assigns of any defendant; and their named affiliates and co-conspirators. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this Action.

d. “California Released Claims” has the meaning ascribed to it in Paragraph 9(d).

e. “Class Period” means the period beginning January 1, 1999 and continuing through December 31, 2006.

f. “Consumers” means end-user purchasers of TFT-LCD Panels incorporated in televisions, computer monitors, and/or laptop computers for their own use and not for resale, whether natural or legal persons, including but not limited to individual consumers, business consumers, and, when in reference to the claims brought by the Settling States, also governmental entity consumers.

g. “Court” means the United States District Court for the Northern District of California.

h. “Effective Date” means the date the Agreement is fully executed.

i. “Florida Released Claims” has the meaning ascribed to it in Paragraph 9(e).

j. “Indirect Purchaser Plaintiffs” or “IPPs” means the indirect purchaser plaintiffs class representatives, both individually and on behalf of the classes certified by orders of the Honorable Susan Illston, District Judge of the United States District Court for the Northern District of California, on March 28, 2010 and July 28, 2011, MDL Docket Numbers 1642 and 3198, respectively.

k. “IPP Damages Classes” means those state-wide classes certified by the Court’s class certification orders of March 28, 2010 and July 28, 2011, and the Arkansas Settlement Class. Excluded from the IPP Damages Classes are defendants in the Actions and their parents, subsidiaries and affiliates, governmental entities, and the judge presiding over the Actions (and her immediate family and judicial staff).

l. “IPP Damages Classes Released Claims” has the meaning ascribed to it in Paragraph 9(a).

m. “IPP Nationwide Injunctive Class” means the federal injunctive relief class certified by the Court’s order of March 28, 2010. Excluded from the IPP Nationwide Injunctive Class are defendants in the Actions and their parents, subsidiaries, and affiliates, governmental entities, and the judge presiding over the Actions (and her immediate family and judicial staff).

- n. The “IPP Nationwide Injunctive Class Released Claims” has the meaning ascribed to it in Paragraph 9(b).
- o. “IPP Classes” means: (i) the IPP Nationwide Injunctive Class and (ii) the IPP Damages Classes.
- p. “MDL” means MDL Number 1827.
- q. “Members of the IPP Classes,” also referred to as “Class Members,” are those members of the IPP Classes who did not timely and validly elect to be excluded from the IPP Classes pursuant to Federal Rule of Civil Procedure 23.
- r. “Michigan Released Claims” has the meaning ascribed to it in Paragraph 9(f).
- s. “Missouri Released Claims” has the meaning ascribed to it in Paragraph 9(g).
- t. “New York Released Claims” has the meaning ascribed to it in Paragraph 9(h).
- u. “Released Claims” has the meaning ascribed to it in Paragraph 9(k).
- v. “Releasers” are: (a) Members of the IPP Classes and their past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parent companies, subsidiaries, affiliates, partners, insurers and all other persons, partnerships or corporations, receivers, and bankruptcy trustees with whom any of the former have been, or are now, affiliated, the predecessors, successors, heirs, executives, administrators, and assigns of each of the foregoing, and anyone claiming by, for, or through them; and (b) the Settling States and the governmental entities and Consumers on whose behalf the Settling States have asserted claims in their operative complaints, to the extent permitted by law.

w. "Settling States" are the states of Arkansas, California, Florida, Michigan, Missouri, New York, West Virginia and Wisconsin, each of which has sued by and through their Attorneys General in their sovereign enforcement capacity as well as either on behalf of each state's governmental entities as set forth in their operative complaints, or as *parens patriae* on behalf of Consumers, or on behalf of both governmental entities and Consumers, to the extent permitted by each state's laws.

x. "Toshiba Releasees" shall refer to Toshiba and to all of its respective past and present, direct or indirect, parent companies, subsidiaries, and affiliates, including, without limitation, entities wholly owned or majority owned by the past and present, direct and indirect, parent companies of Toshiba, including but not limited to Toshiba America, Inc., Japan Display Inc., Japan Display Central, Inc., Japan Display East, Inc., Japan Display West, Inc., and JDI Display America, Inc.; the predecessors, successors, and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, shareholders, supervisors, employees, representatives, insurers, attorneys, heirs, agents, executors, administrators, and assigns of each of the foregoing. Toshiba Releasees do not include the other defendants named in the Actions as of the date that this Agreement is executed. Each Toshiba Releasee shall have the full benefits of this Agreement even though the specific corporate name of each such Toshiba Releasee is not set forth herein.

y. The "Settlement Amount" is Twenty-One Million (\$21,000,000.00) in United States Dollars.

z. The "Settlement Fund" is the Settlement Amount, paid in United States funds, plus any accrued interest on said deposits once in escrow as set forth in Paragraph 18 below.

- aa. "Settling Plaintiffs" means the IPP Classes, the IPPs, and the Settling States.
- bb. "TFT-LCD Panels" means thin-film transistor liquid crystal display ("TFT-LCD") panels contained in televisions, computer monitors, and laptop computers.
- cc. "TFT-LCD Products" means televisions, computer monitors and laptop computers containing TFT-LCD Panels.
- dd. "West Virginia Released Claims" has the meaning ascribed to it in Paragraph 9(i).
- ee. "Wisconsin Released Claims" has the meaning ascribed to it in Paragraph 9(j).
- ff. "Co-Lead Counsel" for the IPP Classes are the law firms of:
- Joseph M. Alioto
Alioto Law Firm
225 Bush Street, Suite 1615
San Francisco, CA 94104
- Francis O. Scarpulla
Zelle Hofmann Voelbel & Mason, LLP
44 Montgomery St., Suite 3400
San Francisco, CA 94104
- gg. Pursuant to the Court's Order of November 23, 2010, the following "Co-Liaison Counsel" have been appointed in this case for purposes of coordinating communications and other litigation activities of the Settling States, which activities continue through the pendency of this Agreement:

Nicholas J. Weilhammer
Assistant Attorney General of the State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

Anne E. Schneider
Assistant Attorney General of the State of Missouri
P.O. Box 899
Jefferson City, MO 65102

II. Approval of this Agreement and Dismissal of Claims Against Toshiba.

4. Settling Plaintiffs and Toshiba shall recommend approval of this Agreement by the United States District Court for the Northern District of California or by the Superior Court of California for the City and County of San Francisco, as applicable, and all reviewing courts. Settling Plaintiffs and Toshiba shall use their best efforts to effectuate this Agreement, including cooperating in seeking judicial approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e) with regard to the IPP Classes) to secure the prompt, complete, and final dismissals with prejudice of the Actions, including the California State Court Action, as to Toshiba.

5. As soon as reasonably practicable, Co-Lead Counsel for the IPP Classes shall submit to the Court a motion for: (a) preliminary approval of the Agreement; (b) certification of the Arkansas Settlement Class; and (c) authorization to disseminate notice of the Agreement; which motion shall be joined by the Settling States (the "Motion"). It is expected that notice to the IPP Classes will be given jointly with notices of related settlements reached with other settling defendants in the Actions. For purposes of Paragraph 19 below, the costs of notice and claims administration shall be prorated with such costs of any other settling defendant based on their respective settlement amounts. The Motion shall include: (x) the previous order(s) certifying the IPP Classes; (y) a proposed order preliminarily approving this Agreement; and (z) a proposed form of, method for, and date of dissemination of notice. The text of the foregoing items shall be agreed upon by Settling Plaintiffs and Toshiba before submission to the Court. The Motion shall recite and ask the Court to find that the proposed form of and method

for dissemination of the notice of settlement is valid, due, and sufficient notice to the IPP Classes, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and any applicable state laws. The Motion shall request approval of the Agreement and the notice.

6. Settling Plaintiffs and Toshiba jointly shall seek, in the applicable courts, entry of an order and final judgment, the terms of which shall include:

(a) findings that the notice given constitutes due, adequate and sufficient notice, and meets the requirements of due process, the Federal Rules of Civil Procedure, and any applicable state laws;

(b) findings that Toshiba has served upon the appropriate State official of each State in which a Class Member resides, and the appropriate Federal official, a notice of proposed settlement that complies with the requirements of the Class Action Fairness Act, 28 U.S.C. §§ 1711-15;

(c) approval of this settlement as being fair, reasonable, and adequate as to the Members of the IPP Classes within the meaning of Federal Rule of Civil Procedure 23 and any applicable state laws and directing its consummation according to its terms;

(d) a finding that the Court has jurisdiction over the Settling Plaintiffs and Toshiba and anyone claiming by, for, or through them as regards the Released Claims, an approval of the Toshiba Releases set forth in Paragraphs 9 through 11, an order enjoining the members of the IPP Damages Classes and anyone acting on their behalf from asserting any of the IPP Damages Classes Released Claims, and an order enjoining the members of the IPP Nationwide Injunctive Class and anyone acting on their behalf from asserting any of the IPP Nationwide Injunctive Class Released Claims;

(e) directing that the Actions be dismissed against Toshiba with prejudice and, except as provided for in this Agreement, without costs;

(f) reserving exclusive jurisdiction over this Agreement, including the administration and consummation of this Agreement, to the United States District Court for the Northern District of California, except as provided in Paragraph 27; and

(g) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal with prejudice as to Toshiba shall be final.

7. This Agreement shall become final when each of the following has occurred:

(a) the United States District Court for the Northern District of California has entered both: (i) a final order approving this Agreement under Federal Rule of Civil Procedure 23(e); and (ii) a final judgment granting the relief described in this Agreement, including the relief described in Paragraph 6 and dismissal of the Actions with prejudice as to Toshiba;

(b) a final judgment is entered dismissing the California State Court Action with prejudice as to Toshiba without costs other than those provided for in this Agreement; and

(c) the time for appeal or to seek permission to appeal from the courts' approval of this Agreement and entry of final judgment as to Toshiba described in subsections (a) and (b) of this Paragraph has expired or, if appealed, approvals of this Agreement and any final judgment as to Toshiba have been affirmed by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

The provisions of Federal Rule of Civil Procedure 60 shall not be taken into account in determining the above-stated times. Upon execution of this Agreement, Settling Plaintiffs and Toshiba shall be bound by its terms, which shall not be rescinded except in accordance with Paragraphs 23 and 24 of this Agreement.

8. Neither this Agreement (whether or not it becomes final), nor the final judgment, or any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Toshiba (or the Toshiba Releasees) or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Toshiba (or the Toshiba Releasees), or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by Settling Plaintiffs in the Actions. Neither this Agreement, nor any of its terms and provisions, or any of the negotiations or proceedings connected with them, by any of the Settling Plaintiffs or Toshiba shall be offered by the Settling Plaintiffs or Toshiba as evidence in any pending or future civil, criminal or administrative action or proceedings, except to the extent necessary in a proceeding to enforce this Agreement, or defend against the assertion of Released Claims, or as otherwise required by law. This Paragraph shall survive any termination or rescission of this Agreement.

III. Releases, Discharges, and Covenants Not to Sue.

9. In addition to and not in lieu of the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 7 above, and in consideration of payment of the Settlement Amount and for other good and valuable consideration, the Toshiba Releasees shall be fully, finally, and forever released as follows:

(a) With regard to the IPP Damages Classes, the Toshiba Releasees shall be completely released, acquitted and forever discharged to the fullest extent permitted by

law from any and all claims, demands, judgments, actions, suits and causes of action, whether class, individual or otherwise (whether or not any member of the IPP Damages Classes has objected to this Agreement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity): (i) that members of the IPP Damages Classes ever had, now have, or hereafter can, shall, or may have on account of, arising out of, or relating to any act or omission of the Toshiba Releasees (or any of them) concerning price fixing, agreed output restrictions, or other forms of anticompetitive behavior with regard to TFT-LCD Panels during the Class Period, including, but not limited to, any conduct alleged and causes of action asserted in the Actions or that could have been asserted or alleged in the Actions and that arise out of the facts alleged in the Actions; and/or (ii) that were asserted in the Actions (collectively, the “IPP Damages Classes Released Claims”). The members of the IPP Damages Classes shall not, after the effective date of this Agreement, seek to establish liability in the Actions against any Toshiba Releasee based, in whole or in part, upon any of the IPP Damages Classes Released Claims or any conduct at issue in the IPP Damages Classes Released Claims.

(b) With regard to the IPP Nationwide Injunctive Class, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from any and all claims, demands, judgments, actions, suits and causes of action for injunctive relief, whether class, individual or otherwise (whether or not any member of the IPP Nationwide Injunctive Class has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity): (i) that members of the IPP Nationwide Injunctive Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, arising out of, or relating to any

act or omission of the Toshiba Releasees (or any of them) concerning price fixing, agreed output restrictions, or other forms of anticompetitive behavior with regard to TFT-LCD Panels during the period from January 1, 1999 through May 17, 2012, including, but not limited to, any conduct alleged and causes of action asserted in the Actions or that could have been asserted or alleged in the Actions and that arise out of the facts alleged in the Actions; and/or (ii) that were asserted in the Actions (collectively, the “IPP Nationwide Injunctive Class Released Claims”). The members of the IPP Nationwide Injunctive Class shall not, after the date of this Agreement, seek to establish liability for injunctive relief against Toshiba Releasees based, in whole or in part, upon any of the IPP Nationwide Injunctive Class Released Claims or any conduct at issue in the IPP Nationwide Injunctive Class Released Claims.

(c) With regard to the Attorney General of Arkansas, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action, that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Arkansas could have brought, or hereafter could bring, against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims (the “Arkansas Released Claims”). The Attorney General of Arkansas shall not, after the Effective Date, seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the Arkansas Released Claims or conduct at issue in the Arkansas Released Claims including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims.

(d) With regard to the Attorney General of California, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action, that were asserted under the operative complaint filed in the California State Court Action; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the parties represented by the California Attorney General in the California State Court action could have brought, or hereafter could bring against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including the State of California's *parens patriae* claims, with the exception of the claims of any California residents who request exclusion under Cal. Bus. & Prof. Code, § 16760 (the "California Released Claims"). The Attorney General of California shall not, after the Effective Date, seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the California Released Claims or conduct at issue in the California Released Claims including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(e) With regard to the Attorney General of Florida, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from (i) the claims, allegations, and causes of action, that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Florida could have brought, or hereafter could bring against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to the State of Florida's *parens patriae* claims (the "Florida Released Claims"). The Attorney General of Florida shall not, after the Effective Date,

seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the Florida Released Claims, or conduct at issue in the Florida Released Claims including, without limitation, liability with respect to governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(f) With regard to the Attorney General of Michigan, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action, that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Michigan could have brought, or hereafter could bring against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims (the “Michigan Released Claims”). The Attorney General of Michigan shall not, after the Effective Date, seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the Michigan Released Claims or conduct at issue in the Michigan Released Claims, including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(g) With regard to the Attorney General of Missouri, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action, that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Missouri could have brought, or hereafter could bring, against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims (the “Missouri

Released Claims”). The Attorney General of Missouri shall not, after the Effective Date, seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the Missouri Released Claims or conduct at issue in the Missouri Released Claims including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims.

(h) With regard to the Attorney General of New York, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action, that were asserted under the operative complaint filed in the New York Action; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of New York could have brought, or hereafter could bring, against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims, with the exception of the claims of any New York residents who opt out of the settlement (the “New York Released Claims”). The Attorney General of New York shall not, after the Effective Date, seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the New York Released Claims or conduct at issue in the New York Released Claims, including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims or governmental direct purchases and purchases by assignment.

(i) With regard to the Attorney General of West Virginia, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action, that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits or causes

of action that the State of West Virginia could have been brought, or hereafter could bring, against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint, relating to TFT-LCD Panels (the “West Virginia Released Claims”). The Attorney General of West Virginia shall not, after the Effective Date, seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the West Virginia Released Claims or conduct at issue in the West Virginia Released Claims including, without limitation, liability with respect to governmental indirect purchaser claims.

(j) With regard to the Attorney General of Wisconsin, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action, that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits or causes of action that the State of Wisconsin could have brought, or hereafter could bring, against the Toshiba Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels (the “Wisconsin Released Claims”). The Attorney General of Wisconsin shall not, after the Effective Date, seek to establish liability against the Toshiba Releasees based, in whole or in part, upon any of the Wisconsin Released Claims or conduct at issue in the Wisconsin Released Claims including, without limitation, liability with respect to governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(k) The (i) IPP Damages Classes Released Claims, (ii) IPP Nationwide Injunctive Class Released Claims, and (iii) the Arkansas Released Claims, the California Released Claims, the Florida Released Claims, the Michigan Released Claims, the Missouri Released Claims, the New York Released Claims, the West Virginia Released Claims, and the

Wisconsin Released Claims (the claims in (iii) collectively referred to as the “Settling States Released Claims”) are collectively referred to as the “Released Claims” in this Agreement.

10. For the avoidance of doubt, the types of claims released in Paragraph 9 are released regardless of the type of cause of action, common law principle, or statute under which they are asserted; for example, such claims are released whether asserted under any federal, state, international, foreign, or local antitrust, unfair competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing, common law unjust enrichment, trade practice, racketeering, or civil conspiracy law, or similar law or regulation of any jurisdiction within the United States or elsewhere. Notwithstanding the foregoing, Released Claims do not include claims under foreign or international law based on purchases of products containing TFT-LCD Panels when the product in question was purchased outside of the United States. In addition, Toshiba and the Settling Plaintiffs agree that each of the releases set forth in Paragraph 9 should be construed on its own and that no negative inferences should be drawn from any differences among the various releases set forth in Paragraph 9. After the execution of this Agreement, the Settling States agree that they will not file any action against the Toshiba Releasees, or any of them, that seeks any money payable to the State (or agencies, subdivisions, or instrumentalities thereof) based on any form of alleged anticompetitive conduct occurring on or before December 31, 2006 relating to TFT-LCD Panels, regardless of the size or usage of those LCD Panels, where such LCD Panels were alleged, under the operative complaints, to be the subject of any anticompetitive conduct.

11. In addition to the provisions of Paragraphs 9 and 10 of this Agreement, Releasers hereby expressly waive and release, upon this Agreement becoming final, any and all

provisions, rights, and benefits conferred by (i) Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or (ii) any law or common law principle of any state or territory of the United States or any foreign state, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of Paragraphs 9 and 10 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraphs 9 and 10 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

12. The releases, discharges and covenants not to sue set forth in Paragraphs 9 through 11 of this Agreement do not include claims by any of the members of the IPP Classes or the Settling States other than the Released Claims and do not include other claims, such as those solely arising out of product liability, personal injury, or breach of contract claims in the ordinary course of business not covered by the Released Claims. For the avoidance of doubt, the foregoing clause does not exclude from the scope of the Released Claims any claim to the extent that it arises out of allegations of an increase in price, stabilization of price, reduction or decrease in price, or a reduction in output or quality, of TFT-LCD Panels as a result of alleged

anticompetitive conduct. In addition, notwithstanding the releases, discharges, and covenants not to sue set forth in Paragraphs 9 through 11 of this Agreement:

(a) The releases, discharges, and covenants not to sue set forth in Paragraphs 9 through 11 of this Agreement do not include claims of price fixing of TFT-LCD finished products, such as finished televisions, monitors, and laptop computers, except to the extent any claims regarding such finished products were asserted in the Actions.

(b) To the extent that members of the IPP Nationwide Injunctive Class are also members of the IPP Damages Classes, such members of the IPP Nationwide Injunctive Class shall not be deemed to have waived a claim against the IPP Settlement Fund solely by virtue of the releases, discharges, and covenants not to sue set forth in Paragraphs 9 through 11 of this Agreement.

(c) For the avoidance of doubt, the IPP Nationwide Injunctive Class Released Claims do not include any claims for monetary relief.

(d) For the avoidance of doubt, claims relating to cathode ray tubes or finished products containing the same were not asserted in the operative complaints and are not included in the Released Claims.

(e) This Agreement shall not affect whatever rights Releasers or any of them may have to seek damages or other relief from any person other than Toshiba Releasees.

(f) Nothing herein is intended to limit or narrow the preclusive effect of the dismissal with prejudice of the Actions against Toshiba.

(g) For the avoidance of doubt, nothing in this Agreement shall release any enforcement, proprietary or injunctive claims against Toshiba of any state which is not a Settling State.

(h) For the avoidance of doubt, the foregoing Paragraph 12(g) is not intended to modify the releases set forth in Paragraph 9(a) by all members of the IPP Damages Classes once this Agreement becomes final.

13. Nothing herein shall prevent the Settling Plaintiffs or Toshiba from making any application to the Court as appropriate to enforce or interpret the provisions of this Agreement, or, in the alternative, maintaining any action in the Court within their legal authority for such other and further relief as any Settling Plaintiff or Toshiba may determine in his, her, or its sole discretion is proper and necessary for the enforcement of this Agreement. Nothing herein shall prevent the State of California or the State of New York from seeking such enforcement remedies in the Superior Court of the State of California, City and County of San Francisco, or the United States District Court for the Southern District of New York, respectively.

IV. Settlement Fund.

14. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided herein, Toshiba shall pay the Settlement Amount in United States Dollars into an escrow account to be administered in accordance with the provisions of Paragraph 18 of this Agreement (the "Escrow Account") within the latest of: (a) thirty (30) days after execution of this Agreement; or (b) ten (10) days after the day that the Escrow Account has been established and appropriate wiring instructions have been provided to Toshiba; or (c) ten (10) days after the date on which motions for preliminary approval of settlements are filed in the Actions. The Settling Plaintiffs and Toshiba will cooperate to execute an appropriate escrow agreement within 5 days after execution of this Agreement.

15. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Toshiba Releasees of all Released Claims, and shall have no other

recovery of costs, fees, attorney's fees, damages, or other relief against Toshiba or the Toshiba Releasees, except as set forth in Paragraph 19(b) of this Agreement.

16. After this Agreement becomes final within the meaning of Paragraph 7, the Settlement Fund shall be distributed in accordance with the plan to be submitted at the appropriate time by Co-Lead Counsel for the Indirect Purchaser Class, which may be joined by one or more of the Settling States, subject to approval by the Court. The distribution plan shall, following the allocation described in Paragraph 18(e), provide for redress of all claims filed by members of the IPP Damages Classes, which redress shall be determined through a uniform methodology. The Settling States will receive redress from the Settlement Fund through the allocation described in Paragraph 18(e). In no event shall Toshiba or the Toshiba Releasees have any responsibility, financial obligation, or liability whatsoever with respect to the investment, allocation, preservation, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, with the sole exception of the provisions set forth in Paragraph 19(a) of this Agreement.

17. In no circumstances shall this Agreement be construed to require Toshiba to pay more than the Settlement Amount.

V. Escrow Account.

18. (a) The Escrow Account shall be established at a bank agreed upon by the Settling Plaintiffs and Toshiba, with such bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to counsel for the Settling Plaintiffs and counsel for Toshiba, which Escrow Account shall be administered under the Court's continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in instruments backed by the full faith and credit of the United States

Government, and shall reinvest any income from these instruments and the proceeds from these instruments as they mature in similar instruments at their then current market rates.

(c) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) Any accrued interest shall remain with the balance of the Settlement Fund except as provided in Paragraph 18(e).

(e) The Settlement Fund shall be used for the payment of all monetary relief claims of the Settling Plaintiffs and the parties they represent in the Actions, subject first to the payment of attorneys' fees and reimbursement of litigation expenses and costs in the Actions, including the costs of settlement administration. As will be set forth in the motions for preliminary and final approval, following the Court's consideration and action on any applications for costs or fees, a portion of the Settlement Fund shall be allocated to distributions for those governmental entity claims brought by the Settling States, which distribution shall be overseen by the Settling States. The Settling Plaintiffs have agreed among themselves that this portion shall be computed by taking 7% of the Settlement Fund (after deduction for the above fees and expenses), then multiplying that result by the fraction of the average gross domestic product of the Settling States during the Class Period over the average gross domestic product during the same period of the 24 states plus the District of Columbia for which there are IPP Damages Classes (collectively, the "Governmental Purchaser Redress Allocation"). All other funds shall be used for payment of the damages claims of the members of the IPP Damages Classes, as defined herein, who do not validly elect to be excluded from the IPP Damages

Classes pursuant to Federal Rule of Civil Procedure 23. For the avoidance of doubt, if the preceding allocation is altered by the Court or a reviewing court, such reallocation shall not be grounds for termination of this Agreement so long as no additional material obligations are imposed on Toshiba.

(f) In the event any monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court, the IPP Damages Classes and the Settling States shall move the Court for an order disposing of all such funds, including additional possible distributions to approved class claimants and/or cy pres distribution as approved by the Court.

(g) Settling Plaintiffs and Toshiba agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 18, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(h) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(l)). Such returns (as well as the election

described in Paragraph 18(g)) shall be consistent with Paragraph 18(i), and in all events shall reflect that all Taxes, as defined below (including any estimated taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 18(i) hereof.

(i) All of the following shall be paid out of the Settlement Fund: (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Toshiba with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 18(g) through 18(i) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 18(i) (“Tax Expenses”).

(j) Neither Toshiba nor any Toshiba Releasee or their respective counsel shall have any liability or responsibility for the Taxes or Tax Expenses, nor for maintaining or securing any desired tax status for the Settlement Fund, nor for any negligence, fraud, or malfeasance regarding the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund, and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)).

Neither Toshiba nor any Toshiba Releasee is responsible, nor shall they have any liability for any Taxes. Settling Plaintiffs and Toshiba agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 18(g) through 18(i).

(k) If this Agreement does not receive final approval as described in Paragraph 7, the Settlement Fund (other than notice and administration costs expended in accordance with Paragraph 19(a) and Taxes) shall be promptly returned to Toshiba from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

VI. Payment of Expenses.

19. (a) Toshiba agrees that a maximum of \$1,000,000 of the Settlement Fund, if permitted by the Court, may be used to cover the cost of notice to the class and related administration and claims processing costs. Funds reasonably and actually expended pursuant to this Paragraph 19(a) for notice and claims administration are not recoverable if this Agreement does not become final.

(b) Except to the extent that such costs and fees may be paid out of the Settlement Fund as authorized by the Court, Toshiba and the Toshiba Releasees shall not be liable for any of the costs or expenses of the litigation of the Actions, including attorneys' fees, fees and expenses of expert witnesses and consultants, or costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master (excluding Toshiba's pro rata share of any Special Master fees that are incurred in connection with Court-ordered Special Master reports relating to the approval of this Agreement, but not excluding costs relating to creation or modification of a plan of allocation for the Settlement Fund), appeals, trials, or negotiation of other settlements, or for administration and costs.

(c) If Settling Plaintiffs' counsel enter into any other settlements on behalf of the IPP Classes before notice of this Agreement is given to the IPP Classes, Settling Plaintiffs' counsel shall use their best efforts to provide a single notice to prospective class members of all of the settlements.

VII. Fees and Reimbursement of Expenses for Settling Plaintiffs' Counsel.

20. Settling Plaintiffs' Counsel shall be awarded such fees and reimbursed such costs and expenses from the Settlement Fund as are approved by the Court. The Toshiba Releasees shall not be liable for any costs, fees, or expenses of any of the Settling Plaintiffs' respective attorneys, experts, advisors, agents, or representatives.

21. Co-Lead Counsel for the IPP Classes and counsel for the Settling States may submit an application or applications to the Court (the "Fee and Expense Application(s)") for distributions from the Settlement Fund, and Toshiba shall not oppose such application, for: (a) an award of attorneys' fees not in excess of one-third of the Settlement Fund; plus (b) reimbursement of expenses and costs incurred, or to be incurred, in connection with prosecuting the Actions (including the California State Court Action), plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award").

(a) The Attorney General of California reserves the right to submit a Fee and Expense Application to the Superior Court of California should the Court decline jurisdiction over any Fee and Expense Application submitted by the Attorney General of California, but all such fees, expenses, or costs awarded by the Superior Court of California shall be paid out of the Settlement Fund and neither Toshiba nor any other Toshiba Releasee shall have any liability therefor. In no event shall Toshiba or any other Toshiba Releasee be

responsible to pay any such fees, expenses, costs, and interest except to the extent they are paid out of the Settlement Fund.

(b) That portion of the Fee and Expense Award, as approved by the Court, that relates to expenses only, shall be paid solely from the Settlement Fund to any counsel for the IPP Classes seeking such payment within five (5) court days after all the following conditions have been met: (i) the Court has entered an order awarding each counsel for the IPP Classes its out-of-pocket expenses; (ii) such order has been provided to the Escrow Agent, and (iii) the undertaking described in the next sentence has been provided to the Escrow Agent, to Co-Lead Counsel and to Toshiba. Each such counsel for the IPP Classes, as a condition to the receipt of any payment for expenses from the Settlement Fund prior to this Agreement becoming final as set forth in Paragraph 7 of this Agreement, shall deliver to the Escrow Agent, to Co-Lead Counsel and to Toshiba a written undertaking, signed by such counsel for the IPP Classes and his, her, or its equity partners or the firm's executive committee, acknowledging and agreeing to its obligations under this Paragraph 21, including but not limited to Paragraph 21(f), and agreeing to the jurisdiction of the Court for the purpose of enforcing this Paragraph 21. In no event shall counsel for the IPP Classes (as a group) seek to withdraw a total of more than \$500,000.00. Notwithstanding any other provision in this Paragraph 21(b), no portion of a Fee and Expense Award will be paid to any counsel for the IPP Classes any earlier than three (3) business days after Toshiba's receipt and approval of such written undertaking from such counsel.

(c) That portion of the Fee and Expense Award, as approved by the Court, that relates to attorneys' fees only shall be paid solely from the Settlement Fund to any counsel for the IPP Classes seeking such payment within five (5) court days after all the

following conditions have been met: (i) the Court has entered an order awarding counsel for the IPP Classes its fees; (ii) such order has been provided to the Escrow Agent; and (iii) the irrevocable letter of credit or other security described below has been provided to Co-Lead Counsel, to Toshiba, and to the Escrow Agent. Each such counsel for the IPP Classes as a condition to the receipt of payment of fees from the Settlement Fund prior to this Agreement becoming final as set forth in Paragraph 7 of this Agreement, shall deliver to the Escrow Agent to Co-Lead Counsel, and to Toshiba either an irrevocable letter of credit or other security, as Toshiba finds acceptable, in writing, in advance of such payment. The security described in this Paragraph 21(c) shall be in favor of Toshiba and of the Settlement Fund. In no event shall counsel for the IPP Classes (as a group) seek to withdraw a total of more than Toshiba's pro rata share of any amount awarded by the Court. Notwithstanding any other provision in this Paragraph 21(c), no portion of a Fee and Expense Award will be paid to any counsel for the IPP Classes any earlier than three (3) business days after Toshiba's receipt and approval of such irrevocable letter of credit or other security from any such counsel.

(d) For the avoidance of doubt, "counsel for IPP Classes" includes each attorney that receives attorneys' fees or reimbursement of expenses from the Settlement Fund pursuant to Paragraph 21(b) and (c), together jointly and severally with such attorney's law firm and all of its equity partners or members of its executive committee, but does not include the Settling States. Toshiba shall be entitled to enforce this Paragraph 21 and such related written undertakings in the Court.

(e) Nothing in this provision shall require counsel to accept payment prior to this Agreement becoming final as defined in Paragraph 7, and counsel may request the Escrow Agent to withhold payment until this Agreement is final. Counsel may elect to receive

partial payment of expenses and fees. Counsel electing to receive payment prior to such finality shall be subject to the terms in Paragraph 21(f) below.

(f) In the event the Agreement is reversed on appeal or any portion of the Fee and Expense Award is reduced, reversed or vacated by the Court or on appeal, any counsel for the IPP Classes that received payments of any Fee and Expense Award that are subject to elimination or reduction shall, within ten (10) court days after receiving notice of the applicable court order, refund to the Settlement Fund the full amount of the Fee and Expense Award (with interest) previously paid to such counsel pursuant to Paragraph 21, or, if the Fee and Expense Award is reduced, a proportion of such full amount (with interest) which shall be equal to the proportion of the reduced Fee and Expense Award to the original awards. In the event such counsel fails to make a full refund of the applicable amount of fees received under Paragraph 21(c) within the 10-day period, Toshiba, where applicable, or the Escrow Agent on behalf of the Settlement Fund, shall have the right to execute on the security, and recover attorney's fees and costs from any counsel for the IPP Classes that fails to make timely repayments required under this Agreement. In the event such counsel fails to make a full refund of the applicable amount of expenses (with interest) received under Paragraph 21(b) within the 10-day period, such counsel shall be liable to the Settlement Fund and to Toshiba for the repayment of such amount and Toshiba, where applicable, or the Escrow Agent on behalf of the Settlement Fund, may recover attorney's fees and costs from any counsel for the IPP Classes that fails to make timely repayments required under this Agreement.

(g) Co-Lead Counsel for the IPP Classes and counsel for the Settling States reserve the right to make additional applications for fees, expenses and costs incurred to be paid from the Settlement Fund. In no event shall Toshiba or Toshiba Releasees be

responsible to pay any such additional fees, expenses, costs, and interest, except to the extent that they are paid out of the Settlement Fund. Only those counsel which requested and received payments prior to disbursement under the terms of this Paragraph are liable for the return of any payments received. In no event shall any law firm be liable for repayment of any amounts received by any other law firm.

(h) The procedure for and the allowance or disallowance by the Court of the application by IPP Class Counsel or any Settling States for attorneys' fees, costs and expenses to be paid out of the Settlement Fund, and any plan for distribution of the Settlement Fund to Class Members or among Settling States, are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of this Agreement, and any order or proceeding relating to the Fee and Expense Application or any plan of distribution, or any appeal from any such orders shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving this Agreement.

(i) Toshiba and the Toshiba Releasees shall not have any responsibility for, or interest in, or liability whatsoever with respect to any payment of any Fee and Expense Award in the Actions to counsel for the Settling Plaintiffs.

(j) Toshiba and the Toshiba Releasees shall not have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among counsel for the IPP Classes or for the Settling States, and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Actions.

(k) For the elimination of doubt, Toshiba shall have no recourse under this paragraph with respect to a Fee and Expense Award, except in favor of the Settlement Fund,

where the Agreement itself is not objected to or, if objected to, is otherwise affirmed and where any objection is solely to the amount of fees or costs awarded by the Court.

VIII. Conduct During The Pendency Of This Agreement.

22. Toshiba Releasees need not respond to formal discovery from Settling Plaintiffs and shall not otherwise participate in the Actions during the pendency of this Agreement commencing upon execution of this Agreement. Neither Toshiba Releasees nor Settling Plaintiffs (or any of them) shall file motions against the other in the Actions during the pendency of the Agreement. Toshiba agrees to jointly seek a stay of the California State Court Action. In the event that this Agreement is not approved by the Court or otherwise terminates, Toshiba and Settling Plaintiffs expressly reserve all of their rights, and agree to propose to the Court or courts a reasonable schedule by which Toshiba would rejoin the Actions.

IX. Rescission If This Agreement Is Not Approved Or Final Judgment Is Not Entered.

23. If the Court refuses to approve this Agreement or if such approval is modified in a material way or set aside on appeal, or if the Court does not enter the final judgment, or if final judgment is entered and appellate review is sought, and on such review, such final judgment is reversed, then Toshiba and the Settling Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 35 below within thirty (30) days of the event triggering the right to rescind. A modification or reversal on appeal of any amount of attorney's fees and expenses awarded by the Court from the Settlement Fund, or of an order approving a plan of distribution, shall not be grounds for rescission of this Agreement under this Section. For the avoidance of doubt, any order of the Court that (a) purports to impose additional financial obligations or other material obligations on Toshiba, or (b) declines to enter a final judgment that meets the minimum requirements set forth in

Paragraph 6 of this Agreement, or any order on review or appeal that would have any of the foregoing effects, constitutes a failure to grant final approval of this Agreement and confers on Toshiba the right to rescind provided by this Paragraph 23.

24. In the event that this Agreement does not become final or is otherwise terminated, then this Agreement shall be of no force or effect except as otherwise stated herein, and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Toshiba less only notice and administration disbursements and payments actually made for class notice and claims administration as set forth in Paragraph 19(a). Toshiba expressly reserves all of its rights if this Agreement does not become final. Further, and in any event, Settling Plaintiffs, Toshiba and their counsel agree that this Agreement, whether or not it becomes final, and any and all negotiations, documents, and discussions associated with them, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Toshiba (or the Toshiba Releasees), or of the truth of any of the claims or allegations contained in the complaints or any other pleading filed by Settling Plaintiffs in the Actions, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Actions or in any other action or proceeding to the fullest extent allowed by law except to the extent necessary to enforce this Agreement, or defend against the assertion of Released Claims. This provision will survive even if this Agreement does not become final and/or is rescinded.

X. Miscellaneous.

25. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the

Settling Plaintiffs' claims with respect to Toshiba and the Toshiba Releasees as provided in this Agreement.

26. This Agreement does not settle or compromise any claim by Settling Plaintiffs or any Member of the IPP Classes asserted in the complaint against any defendant or alleged co-conspirator other than the Toshiba Releasees. All rights against such other defendants or alleged co-conspirators other than the Toshiba Releasees are specifically reserved by Settling Plaintiffs and the IPP Classes. Toshiba's sales to the Settling Plaintiffs shall not be removed from any of the Actions for purposes of Settling Plaintiffs asserting joint liability or any derivative liability against defendants other than the Toshiba Releasees.

27. This Agreement shall be governed by and interpreted according to the substantive laws of the state of California without regard to its choice of law or conflict of laws principles. The United States District Court for the Northern District of California shall retain jurisdiction over the implementation, enforcement and performance of this Agreement, and shall have jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Settling Plaintiffs and Toshiba except that, as to the New York Action, Toshiba and the Attorney General of New York consent to the jurisdiction of the United States District Court for the Southern District of New York only for the purpose of any action which may be brought by the Attorney General of New York to enforce the terms of this Agreement, and as to the California State Court Action, Toshiba and the Attorney General of California consent to the jurisdiction of the Superior Court of the State of California, City and County of San Francisco, only for the purpose of any action which may be brought by the Attorney General of California to enforce the terms of this Agreement.

28. Certificate of Compliance. Toshiba shall certify that it does not manufacture or sell TFT-LCD Panels, other than sales by TAEC for a temporary period during the transition of this activity to Japan Display Inc. and its subsidiaries, but in no event later than October 1, 2012. In the event that Toshiba manufactures or sells TFT-LCD Panels (other than as described above) within three (3) years from the date of this Agreement, it shall certify that it has an antitrust compliance program, and shall establish, if not already established, and maintain a program to provide relevant antitrust compliance education to Toshiba's officers and employees with responsibility for pricing and sales of TFT-LCD Panels in and to the United States regarding the legal standards imposed by federal and state antitrust laws.

29. Notice of Compliance. For three (3) years from the date this Agreement becomes final pursuant to Paragraph 7, on an annual basis, Toshiba shall certify to Co-Lead Counsel and to Co-Liaison Counsel that it is fully compliant with the provisions of this Paragraph. Co-Lead Counsel and Co-Liaison Counsel shall provide notice to Toshiba that the compliance report is due thirty (30) days prior to the deadline for its submission. Nothing in this provision shall affect a waiver of any privileges otherwise applicable to the content of any antitrust compliance training.

30. This Agreement constitutes the entire, complete and integrated agreement among Settling Plaintiffs and Toshiba pertaining to the settlement of the Actions (including the California State Court Action) against Toshiba. Notwithstanding the foregoing, any written addendum to this Agreement that is signed on behalf of all of the Settling Plaintiffs and Toshiba who are bound by that addendum shall be given the same force and effect as if it were part of this Agreement. This Agreement may not be modified or amended except in writing executed by all of the Settling Plaintiffs and Toshiba, and approved by the Court.

31. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Settling Plaintiffs and Toshiba and shall inure to the benefit of the Toshiba Releasees and their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Settling Plaintiffs shall be binding upon all Members of the IPP Classes and Releasors.

32. This Agreement may be executed in counterparts by Settling Plaintiffs and Toshiba, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

33. Neither Settling Plaintiffs nor Toshiba shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

34. The headings in this Agreement are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of its provisions.

35. Where this Agreement requires a party to provide notice or any other communication or document to any other party, such notice shall be in writing, and such notice, communication or document shall be provided by e-mail, facsimile, or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

36. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Dated: June 18, 2012

By: Joseph M. Alioto
Joseph M. Alioto
ALIOTO LAW FIRM
225 Bush Street, Suite 1615
San Francisco, CA 94104

Dated: June 12, 2012

By: Francis O. Scarpulla
Francis O. Scarpulla
ZELLE/HOFMANN VOELBEL & MASON LLP
44 Montgomery St., Suite 3400
San Francisco, CA 94104

Co-Lead Counsel for Indirect-Purchaser Plaintiffs

Dated: June , 2012

CHRIS KOSTER
Attorney General of the State of Missouri

By: _____
Anne E. Schneider
Brianna Lennon
Assistant Attorneys General/Antitrust Counsel
MISSOURI ATTORNEY GENERAL'S OFFICE
P. O. Box 899
Jefferson City, MO 65102

Counsel for Plaintiff State of Missouri

Dated: June ____, 2012

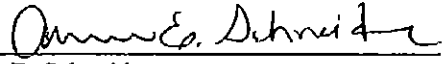
By: _____
Joseph M. Alioto
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Dated: June ____, 2012

By: _____
Francis O. Scarpulla
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Co-Lead Counsel for Indirect-Purchaser Plaintiffs

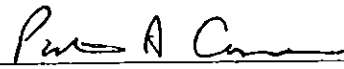
Dated: June 20, 2012

CHRIS KOSTER
Attorney General of the State of Missouri
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Brianna Lennon
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Jefferson City, MO 65102

Counsel for Plaintiff State of Missouri

Dated: June 18, 2012

PAMELA JO BONDI
Attorney General of the State of Florida

By: 

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Associate Deputy Attorney General
ANTITRUST DIVISION
Lizabeth A. Brady
Chief, Multistate Antitrust Enforcement
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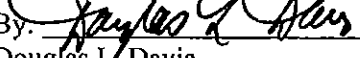
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