

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 22nd day of November, 2011 (the “Effective Date”), by and among:

1. Defendant Sharp Corporation (“SC”);
2. The Indirect-Purchaser Plaintiffs (“IPPs”) class representatives, both individually and on behalf of classes of indirect-purchaser/end-user consumers who purchased TFT-LCD panels incorporated in televisions, computer monitors, and/or laptop computers in the United States at any time during the period beginning January 1, 1999 and continuing through December 31, 2006 (the “Class Period”); 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 (collectively the “Settling States,” which, together with the IPP Classes, shall hereafter be referred to as the “Settling Plaintiffs”).

WHEREAS, the IPPs are prosecuting claims in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.) on their own behalf and on behalf of: (i) 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 (ii) separate damages classes covering twenty-four states and the District of Columbia, that seek monetary relief for alleged violations of state antitrust, consumer protection, unjust enrichment and other laws; and

WHEREAS, the Settling States 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. AUO, et al. (Plaintiff States of Missouri, Arkansas, Michigan, West Virginia, and Wisconsin), Case No. 3:10-cv-3619 SI; *State of Florida v. AUO, et al.*, Case No. 3:10-cv-03517-SI (the “Florida Action”); and *State of New York v. AUO, et al.*, Case No. 3:11-cv-711) (the “New York Action”); and in California state court, *State of California, et al. v. AUO, et al.*, San Francisco Superior Court Case No. CGC-10-504651 (the “California State Court Action”), each of which litigations are brought against Sharp and other defendants under federal and/or state laws for damages, restitution, injunctive relief, civil penalties and other redress, either: (1) on behalf of governmental entities within each state; (2) as *parens patriae* on behalf of resident end-user purchasers of certain TFT-LCD panels (“Consumers”); 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 (all such actions shall be referred to herein as the “Actions”); and

WHEREAS, the IPPs and the Settling States allege in their separate complaints that since about 1996 SC and Sharp Electronics Corporation (collectively, “Sharp”) participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of certain TFT-LCD panels at artificially high levels in violation of Section 1 of the Sherman Act (15 U.S.C. § 1) and of various state antitrust, unfair competition, unjust enrichment and other laws; and

WHEREAS, Sharp denies Settling Plaintiffs’ allegations and has asserted defenses to Settling Plaintiffs’ claims; and

WHEREAS, counsel for the IPPs and the IPP Classes have conducted an investigation into the facts and the law regarding the Actions, including substantially completing discovery,

and have concluded that resolving claims against Sharp 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 Sharp according to the terms set forth below is fair, reasonable and in the best interests of the Settling States and the persons and entities they represent; and

WHEREAS, SC, on behalf of itself and Sharp Electronics Corporation, and the Settling Plaintiffs agree, as of the Effective Date, to settle and resolve the claims asserted in the Actions; and

WHEREAS, SC, on behalf of itself and Sharp Electronics Corporation, has entered a separate agreement with the Settling States to settle and resolve certain statutory claims asserted by the States of Arkansas, California, Florida, Michigan, Missouri, New York, West Virginia and Wisconsin; and

WHEREAS, SC, despite its belief that it is not liable for the claims asserted in the Actions and has good defenses to the Actions, has nevertheless agreed to enter into this Agreement in order to: (i) avoid further expense, inconvenience, and distraction of burdensome and protracted litigation; (ii) obtain the releases, orders, and final judgments contemplated by this Agreement; and (iii) put to rest and terminate with finality all claims that have been or could have been asserted against Sharp by the Settling Plaintiffs arising out of 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 (on behalf of themselves and any persons or entities that they represent) and SC 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 Sharp (and the Sharp Releasees, as defined below), and except as hereinafter provided, without costs to Settling Plaintiffs or Sharp, on the following terms and conditions:

B. Definitions.

1. For purposes of this Agreement, the “IPP Classes” include both the IPP Damages Classes and the IPP Nationwide Injunctive Class certified by the Court’s orders of March 28, 2010 and July 28, 2011, MDL Docket Nos. 1642 and 3198, copies of which are attached as Exhibits A and B, and the Arkansas Settlement Class defined below.

2. “IPP Damages Classes” means those state-wide classes certified by the Court’s orders of March 28, 2010 and July 28, 2011, and the Arkansas Settlement Class.

3. “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).

4. 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 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; the parent companies and subsidiaries of any defendant; the legal representatives and heirs or assigns of any defendant; and the 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.

5. “Settling States” are the states of Arkansas, California, Florida, Michigan, Missouri, New York, West Virginia and Wisconsin, each of which has sued in their sovereign enforcement capacity as well as either on behalf of each state’s governmental entities as set forth in their operative complaints (as of the Effective Date), 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.

6. For purposes of this Agreement, “TFT-LCD Panels” are defined to mean thin-film transistor liquid crystal display (“TFT-LCD”) panels contained in televisions, computer monitors and laptop computers.

7. “Sharp Releasees” shall refer to Sharp and to all of their 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 Sharp; the predecessors, successors and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, heirs, executors, administrators and assigns of each of the foregoing. Sharp Releasees does not include any other defendant besides Sharp in the Actions as of the Effective Date. Each “Sharp Releasee” shall have the full benefits of this Agreement even though the specific corporate name of each such Sharp Releasee is not set forth herein.

8. “Members of the IPP Classes,” also referred to as “Class Members,” are those members of the IPP Classes who do not timely and validly elect to be excluded from the IPP Classes pursuant to Rule 23.

9. “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, and the predecessors, successors, heirs, executives, administrators and assigns of each of the foregoing; and (b) the Settling States and any governmental entities and/or Consumers on whose behalf the Settling States have asserted claims in their operative complaints.

10. The “Settlement Fund” is \$115,500,000 in United States Dollars, plus accrued interest on said deposits once in escrow as set forth in Paragraph 23 below.

11. “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

12. 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

C. Approval of this Agreement and Dismissal of Claims Against Sharp

13. To the extent that judicial approval is required, Settling Plaintiffs and Sharp shall recommend approval of this settlement by the United States District Court for the Northern District of California and/or by the Superior Court of California for the City and County of San Francisco, as applicable. Settling Plaintiffs and Sharp shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e) and applicable state law 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 Sharp only.

14. 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 settlement; (b) certification of the Arkansas Settlement Class; and (c) authorization to disseminate notice of the settlement; 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 26 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 settlement; 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 Sharp 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 settlement and the notice.

15. Settling Plaintiffs and Sharp jointly shall seek in the applicable courts, entry of an order and final judgment, the terms of which Settling Plaintiffs and Sharp shall attempt in good faith to agree upon. The terms of such order and final judgment shall include, as appropriate and necessary:

- a. finding that the notice given constitutes adequate, due and sufficient notice, and meets the requirements of due process, the Federal Rules of Civil Procedure, and any applicable state laws;
- b. 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 law, and directing consummation according to its terms;
- c. directing that the Actions be dismissed against Sharp with prejudice and, except as provided for in this Agreement, without costs;
- d. reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement, to the United States District Court for the Northern District of California, except as provided in Paragraph 37; and

- e. 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 Sharp shall be final; and
- f. finding that the Settling Plaintiffs, including Members of the IPP Classes, shall be bound by this Agreement, including the release provisions and covenants not to sue; and
- g. enjoining the Members of the IPP Classes from instituting or maintaining any Released Claim (as defined in Paragraph 18(k) below) against Sharp or any other Sharp Releasee or any other claim precluded by the dismissal of the Actions against Sharp with prejudice.

16. This Agreement shall become final upon the occurrence of all of the following: (a) the Effective Date; (b) the Court's entry of (i) a final order approving this Agreement under Federal Rule of Civil Procedure 23(e) and applicable state law and (ii) a final judgment granting the relief described in this Agreement, including the injunctive relief described in Paragraph 39 and dismissal of the Actions with prejudice as to Sharp without costs other than those provided for in this Agreement; and (c) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Sharp described in (b) hereof has expired or, if appealed, approval of this Agreement and any final judgments as to Sharp 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 Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. As of the Effective Date, Settling Plaintiffs and Sharp shall

be bound by its terms, which shall not be rescinded except in accordance with Paragraphs 25 and 32 of this Agreement.

17. Neither this Agreement (whether or not it becomes final) nor the final judgment, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Sharp (or the Sharp Releasees) or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Sharp (or the Sharp 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, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in this Action or in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any of the settling parties shall be referred to, offered as evidence or received as evidence in any pending or future civil, criminal or administrative action or proceedings, except in a proceeding to enforce this Agreement, or defend against the assertion of Released Claims, or as otherwise required by law.

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

18. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 16 above, and in consideration of payment of the Settlement Fund, as specified in Paragraphs 10 and 23 of this Agreement, and for other good and valuable consideration, the Sharp Releasees shall be fully, finally, and forever released as follows:

- a. With regard to the IPP Nationwide Injunctive Class, the Sharp Releasees shall be completely released, acquitted, and forever discharged 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 Sharp 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 October 31, 2011, 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 Effective Date, seek to establish liability for injunctive relief against the Sharp 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.

- b. With regard to the IPP Damages Classes and the Arkansas Settlement Class, the Sharp Releasees shall be completely released, acquitted and forever discharged from any and all claims, demands, judgments, actions, suits or causes of action, whether class, individual or otherwise (whether or not any member of the IPP Damages Classes or the Arkansas Settlement 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 Damages Classes, or members of the Arkansas Settlement Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or arising out of, or relating to any act or omission of the Sharp 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, or that could have been alleged or asserted 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, seek to establish liability against the Sharp Releasees 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.

- c. With regard to the **Attorney General of Arkansas**, the Sharp Releasees shall be completely released, acquitted, and forever discharged to the extent permitted by law from: (i) the claims, allegations, and causes of action that were asserted under the operative complaint (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims between the Settling States and SC executed concurrently with this Agreement); 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 Sharp 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 Sharp 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 Sharp 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 (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims between the Settling States and SC executed concurrently with this Agreement); and (ii) any and all claims, demands, judgments, actions, suits, or causes of action that any such plaintiffs could have brought, or hereafter could bring, on account of, or arising out of, or relating to any act or omission of the Sharp 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 validly and timely 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 Sharp 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 Sharp 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 (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims between the Settling States and SC executed concurrently with this Agreement); and (ii) any and all claims, demands, judgments, actions, suits, or causes of action, individual or otherwise, including those of Florida governmental entities, that the Attorney General of Florida could have brought, or could hereafter bring, on account of, or arising out of, or relating to any act or omission of the Sharp Releasees (or any of them) based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to any conduct that could have been alleged or asserted in the operative complaint (the "Florida Released Claims"). The Attorney General of Florida shall not, after the Effective Date, seek to establish liability against the Sharp 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 Sharp 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 (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims between the Settling States and SC executed concurrently with this Agreement); and (ii) any and all claims, demands, judgments, actions, suits, or causes of action that the State of Michigan could have brought, or hereafter could bring, on account of, or arising out of, or relating to any act or omission of the Sharp 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 Sharp 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 Sharp 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 (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims between the Settling States and SC executed concurrently with this Agreement); and (ii) any and all claims, demands, judgments, actions, suits, or causes of action that the State of Missouri could have brought, or hereafter could bring, on account of, or arising out of, or relating to any act or omission of the Sharp 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 Sharp 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 Sharp 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 *State of New York v. AU Optronics*

Corp. et al., Case No. 3:11-cv-711 (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims between the Settling States and SC executed concurrently with this Agreement); 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, on account of, or arising out of, or relating to any act or omission of the Sharp 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 validly and timely opt out of the settlement (collectively, the "New York Released Claims") pursuant to class notification. The Attorney General of New York shall not, after the Effective Date, seek to establish liability against the Sharp 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 Sharp 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 (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims between the Settling States and SC executed concurrently with this Agreement); and (ii) any and all claims, demands, judgments, actions, suits or causes of action that the State of West Virginia could have brought, or hereafter could bring, on account of, or arising out of, or relating to any act or omission of the Sharp 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 Sharp 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 Sharp 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 (except those specifically released in the Settling States' Separate Agreement as to Certain Statutory Claims

between the Settling States and SC executed concurrently with this Agreement); and (ii) any and all claims, demands, judgments, actions, suits or causes of action that the State of Wisconsin could have brought, or hereafter could bring, on account of, or arising out of, or relating to any act or omission of the Sharp Releasees (or any of them) based in any way 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 Sharp 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 IPP Nationwide Injunctive Class Released Claims, the IPP Damages Classes Released Claims, 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 are collectively referred to as the “Released Claims” in this Agreement.

1. The foregoing releases with respect to the Attorneys General of the Settling States are each intended to include a release as to all the claims asserted in the respective operative complaints.

19. In addition to the provisions of Paragraph 18 of this Agreement, Releasors 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 Paragraph 18 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 Paragraph 18 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

20. For the avoidance of doubt, the types of claims released in Paragraph 18 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, Sharp and the Settling Plaintiffs agree that each of the releases set forth in Paragraph 18 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 18. After the Effective Date, the Settling States agree that they will not file any action against the Sharp 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 panels, where such panels were alleged, under their operative complaints, to be the subject of any anticompetitive conduct.

21. The releases, discharges and covenants not to sue set forth in Paragraphs 18 through 20 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 or personal injury, 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, 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 18 through 20 of this Agreement:

- a. The releases, discharges, and covenants not to sue set forth in Paragraphs 18 through 20 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 Settlement Fund solely by virtue of the releases, discharges and covenants not to sue set forth in Paragraphs 18 through 20 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 Released Claims.
- e. This Agreement shall not affect whatever rights Releasors or any of them may have to seek damages or other relief from any person other than Sharp and the Sharp Releasees.
- f. Nothing herein is intended to limit or narrow the preclusive effect of the dismissal with prejudice of the Actions against Sharp.

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

22. Nothing herein shall prevent the Settling Plaintiffs or Sharp from making any application as appropriate to enforce or interpret the provisions of this Agreement.

E. Settlement Fund.

23. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided herein, SC, on behalf of itself and Sharp Electronics Corporation, shall pay the amount of \$115,500,000.00 in United States Dollars and no additional amount at any time, whether for interest or otherwise, into an escrow account to be administered in accordance with the provisions of Paragraph 24 of this Agreement (the "Escrow Account") within thirty (30) days of the Effective Date. The parties will cooperate to ensure that the Escrow Account has been established and appropriate wiring instructions have been provided to SC within five (5) days after the Effective Date.

F. Escrow Account.

24. (a) The Escrow Account will be established at a bank or such other financial institution agreed upon by all parties, with such bank or other agreed-upon financial institution serving as escrow agent (the "Escrow Agent") subject to escrow instructions mutually acceptable to counsel for the Settling Plaintiffs and counsel for Sharp, 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 sub-paragraph (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 cost 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 25 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. 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 Sharp.

(f) In the event any monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court, the IPP 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 Sharp 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 24, 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)(1)). Such returns (as well as the election described in Paragraph 24(g)) shall be consistent with Paragraph 24(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 24(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 Sharp 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 24(g) through 24(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 24(i) (“Tax Expenses”)).

(j) Neither Sharp nor any other Sharp Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or Tax Expenses. 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 Sharp nor any other Sharp Releasee is responsible, nor shall they have any liability therefore. Settling Plaintiffs and Sharp 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 24(g) through (i).

(k) If this Agreement does not receive final Court approval or if the Agreement is rescinded pursuant to Paragraph 25 or Paragraph 32, the Settlement Fund (other

than notice and administration costs expended in accordance with Paragraph 26(a) – (b) and taxes) shall be promptly returned to SC from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

G. Exclusions.

25. (a) Co-Lead Counsel for the IPP Classes and, to the extent applicable, the Settling States will cause copies of requests for exclusion from the IPP Damages Classes and any state parens patriae claims, to the extent applicable, to be provided to counsel for Sharp and to counsel for the Settling States as they are received.

(b) No later than ten (10) days after the final date for mailing requests for exclusion, Co-Lead Counsel for the IPP Classes shall provide counsel for Sharp with a complete and final list of opt-outs.

(c) Sharp shall have the option to terminate the Agreement if the volume of commerce in TFT-LCD Panels attributable to purchasers who would otherwise be Members of the IPP Damages Classes, but who timely and validly request exclusion from such classes, equals or exceeds five percent (5%) of the total volume of commerce purchased by all such class members. After meeting and conferring with Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States, Sharp may elect to terminate this Agreement by serving written notice of such election on Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States by email and overnight courier and by filing a copy of such notice with the Court no later than 30 days before the hearing on the motion seeking final approval of this Agreement. In the event that Sharp exercises its option to terminate this Agreement: (i) this Agreement shall be null and void as to Sharp, and shall have no force or effect and shall be without prejudice to the rights and contentions of Sharp, the Sharp Releasees, and Settling Plaintiffs in this or any other litigation; and (ii) the Settlement Fund paid by SC, plus interest

thereon, shall be refunded promptly to them, minus such payment (as set forth) of expenses incurred for class notice, claims administration, or any other expenses incurred by the Settlement Fund as provided in Paragraph 26 of this Agreement, and the Escrow Agent shall be promptly notified and instructed.

(d) In order to establish the 5% threshold contemplated by Paragraph 25(c), the parties may seek discovery from opt-outs to obtain information sufficient to calculate opt-out TFT-LCD Panel purchases.

H. Payment of Expenses.

26. (a) Sharp agrees that a maximum of \$5,000,000 of the Settlement Fund 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 26(a) for notice and claims administration are not recoverable if this settlement 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, Sharp and the Sharp 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, and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master (excluding Sharp'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 the other settlements.

I. The Settlement Fund.

27. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Sharp Releasees of all Released Claims, and shall have no other recovery of costs, fees, attorney's fees, damages, or other relief against Sharp or the Sharp Releasees, except as set forth in this Agreement.

28. After this Agreement becomes final within the meaning of Paragraph 16, the Settlement Fund shall be distributed in accordance with the plan to be submitted at the appropriate time by Co-Lead Counsel for the IPP Classes, 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 24(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 24(e). In no event shall Sharp or the Sharp 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 26(a) of this Agreement.

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

29. 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 Sharp Releasees shall not be liable for any costs, fees, or expenses of any of the Settling Plaintiffs' respective attorneys, experts, advisors, agents, or representatives.

30. 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 distribution to them from the Settlement Fund, and Sharp shall not oppose such an 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) against Sharp, 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 Sharp nor any other Sharp Releasees shall have any liability therefor. In no event shall Sharp or any other Sharp 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 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 Sharp. 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 16 of this Agreement, shall deliver to the Escrow Agent and to Sharp a written undertaking, signed by such counsel for the IPP Classes and his/her/their equity partners or other equity owners, acknowledging and agreeing to their obligations under this Paragraph 30, including but not limited to Paragraph 30(f), and agreeing to the jurisdiction of the Court for the purpose of enforcing this Paragraph 30. In no event shall counsel for the IPP Classes seek to withdraw more than \$1,500,000.

(c) That portion of the Fee and Expense Award, as approved by the Court, that relates to attorneys' fees only shall be paid 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 Sharp 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 16 of this Agreement, shall deliver to the Escrow Agent, to Co-Lead Counsel and to Sharp either an irrevocable letter of credit or such other security as Sharp accepts in writing in advance of such payment. The security described in this Paragraph 30 shall be in favor of Sharp and of the Settlement Fund. Notwithstanding any other provision in this Paragraph 30, 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 Sharp's receipt of such irrevocable letter of credit or other security described above.

(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 this Paragraph 30(b) and 30(c), together jointly and severally with such attorney’s law firm and all its partners or equity owners, but does not include the Settling States. Sharp shall be entitled to enforce this Paragraph 30 and such related written undertakings in the Court. For the further avoidance of doubt, Sharp’s obligation to fund the Settlement Fund will not be altered or increased if, for any reason, any counsel for the IPP Classes fails to repay to the Settlement Fund any sums due to be repaid pursuant to Paragraph 30(f).

(e) Nothing in this provision shall require counsel to accept payment prior to this Agreement becoming final as defined in Paragraph 16, 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 30(f) below.

(f) In the event the settlement is reversed on appeal or any portion of the Fee and Expense Award is vacated, reversed, or reduced by the court 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 previously paid to such counsel pursuant to this Paragraph 30, or, if the Fee and Expense Award is reduced, a proportion of such full amount 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 30(c) within the 10-day period, Sharp, where applicable, or the Escrow Agent on behalf of the Settlement Fund, shall have the

right to execute on the security. In the event such counsel for the IPP Classes fails to make a full refund of the applicable amount of expenses received under Paragraph 30(b) within the 10-day period, such counsel shall be liable to the Settlement Fund and to Sharp for the repayment of such amount.

(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 Sharp or Sharp Releasees be responsible to pay any such additional fees, expenses, costs, and interest, except 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 30 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 the settlement, 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 settlement.

(i) Sharp and the Sharp 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) Sharp and the Sharp 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, Sharp shall have no recourse under this Paragraph 30 with respect to a Fee and Expense Award, except in favor of the Settlement Fund, where the settlement itself is not objected to or, if objected to, is otherwise affirmed and any objection is solely to the amount of fees or costs.

K. Conduct During The Pendency Of This Agreement.

31. Sharp 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 the Effective Date, except as required by the Cooperation terms set forth in Paragraph 41 below. Neither Sharp nor Settling Plaintiffs shall file motions against the other in the Actions during the pendency of the Agreement. Sharp agrees to jointly seek a stay of the California State Court Action if requested by the California Attorney General. In the event that the Agreement is not approved by the Court or otherwise terminates, Sharp and Settling Plaintiffs will each be bound by and have the benefit of any rulings made in the Actions to the extent they would have been applicable to Sharp or Settling Plaintiffs had Sharp been participating in the Actions.

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

32. 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 Sharp and the Settling Plaintiffs shall each, in their sole discretion, exercised in good faith, have the option to rescind this Agreement in its entirety. If the Court decertifies the IPP Classes in whole or in part, Sharp shall, in its 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 47. Any order of the Court on a Fee and Expense Application shall not be deemed a refusal by the Court to approve this Agreement or any part thereof. A modification or reversal on appeal of any amount of attorneys' fees and expenses awarded by the Court from the Settlement Fund, or order approving a plan of distribution, shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

33. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect, and the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to SC less only disbursements and payments reasonably and actually made for class notice and claims administration as set forth in Paragraph 26(a). Sharp expressly reserves all of its rights if this Agreement does not become final. Further, and in any event, Settling Plaintiffs and Sharp agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, 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 Sharp (or any of the Sharp Releasees), or of the truth of any of the claims or

allegations contained in the complaint 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.

34. 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 relevant claims with respect to each of the Sharp Releasees as provided in this Agreement.

M. Miscellaneous.

35. This Agreement does not settle or compromise any claim by Settling Plaintiffs asserted in the Actions against any Defendant or alleged co-conspirator other than Sharp and the other Sharp Releasees. All rights against such other defendants or alleged co-conspirators other than Sharp and the other Sharp Releasees are specifically reserved by Settling Plaintiffs. Sharp'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 other defendants.

36. This Agreement shall not affect whatever rights Releasors or any of them may have: (a) to seek damages or other relief from any person other than Sharp and the other Sharp Releasees with respect to any TFT-LCD Panels purchased indirectly within or outside the United States; (b) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any direct purchasers of TFT-LCD Panels; (c) to participate in or benefit from any relief or recovery as part of a judgment or settlement in the Actions against any other party named as a defendant (other than Sharp and the other Sharp Releasees); or (d) to assert any other claims which they may have against Sharp in the ordinary course of business which are not covered by or related to the Released Claims.

37. 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 Sharp, except, as to the New York Action, Sharp consents 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 New York Attorney General to enforce the terms of this Agreement, and as to the California State Court Action, Sharp consents 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 California Attorney General to enforce the terms of this Agreement.

38. 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.

N. Conduct Enjoined.

39. Injunction. Sharp agrees that for a period of five (5) years from the date of execution of this Agreement it will:

(a) Not engage in price fixing, market allocation, bid rigging, or other conduct which constitutes a per se violation of Section 1 of the Sherman Act, with respect to the sale of any TFT-LCD panel (or any monitor, laptop computer or television containing such a TFT-LCD panel) that is likely, through the reasonably anticipated stream of commerce, to be sold to an end-user purchaser within the United States.

(b) For purposes of illustration and not limitation, such proscribed conduct includes participating in meetings, conversations and communications with other

manufacturers of TFT-LCD panels (other than affiliated entities, joint venture partners, or entities involved in discussions about the potential purchase of TFT-LCD panels from Sharp, or the potential sale of such panels to Sharp or its affiliated entities) in the United States and elsewhere to discuss the prices of TFT-LCD panels to be sold to customers, to exchange and/or to disclose or receive information on current or future prices, prospective sales, planned production or production capacity, or negotiations with any prospective customers of TFT-LCD panels or products, information on sales of TFT-LCD panels to customers, for the purpose of monitoring or enforcing adherence to agreed-upon prices, when any such information has not been made public or is not openly and freely available to the public.

(c) Nothing in this paragraph shall be interpreted as limiting in any way Sharp's obligation to comply to the fullest extent with federal and state antitrust laws.

O. Compliance Program and Reporting.

40. Sharp agrees that, for a period of five (5) years from the date of execution of this Agreement, it will establish or, if applicable, maintain and update a program or programs for the purpose of assuring compliance with applicable United States antitrust and competition laws, including the Sherman Act, by its officers and/or employees who have responsibility for pricing of TFT-LCD Panels or for making decisions regarding production capacity, or who Sharp reasonably believes know non-public information about prices of TFT-LCD Panels.

(a) Said program or programs shall provide relevant compliance education to its officers and employees regarding the legal standards imposed by such antitrust laws, the remedies that might be applied in the event of violations of said laws, and their obligations in the event that they observe violations of said laws.

(b) On an annual basis, Sharp shall certify to the Settling Plaintiffs that Sharp is fully compliant with the provisions of this Paragraph 40 and submit a written report to

the Settling Plaintiffs setting forth how Sharp has complied and is complying with the provisions of this Paragraph 40.

41. Cooperation. Sharp agrees to fully cooperate with the Settling Plaintiffs until the conclusion of the Action by:

(a) Promptly providing to the Settling Plaintiffs a detailed account of the material facts known to Sharp that are relevant to the Settling Plaintiffs' allegations in the Actions, which account shall include, but not be limited to, the identification of non-privileged and non-work product documents reflected in the known facts;

(b) Producing in the United States, with copies for both Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States (2 copies), all non-privileged and non-work product protected Sharp documents (including all such available English translations) that evidence any meetings and communications among TFT-LCD Panel makers, or plans for such meetings, or results of such meetings, and all documents evidencing how any TFT-LCD Panel or product-related conspiracy was formed, implemented, and enforced, to the extent known by Sharp, including but not limited to reasonably requested, non-privileged and non-work product documents relating to sales, pricing, capacity, production, damages and liability and communications regarding the same, and, to the extent such production already has been made, facilitating access to and identification of the same;

(c) Producing in the United States, with copies for both Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States (2 copies), copies of any transcripts of depositions taken in these Actions, and all exhibits thereto provided by Sharp or otherwise in the possession of Sharp, or its counsel, as reasonably requested, to the extent allowed by the Protective Order;

(d) As reasonably requested by the Settling Plaintiffs, making inquiries of officers or employees and reasonable examination of documents to provide confirmatory information or to “fill in gaps” in existing production or testimony previously provided to the Settling States and Indirect Purchaser Plaintiffs;

(e) Providing the Indirect Purchaser Plaintiffs and the States all reasonably requested data and reasonable access to Sharp employees (through counsel) for additional explanations relating to the plaintiffs’ efforts:

i. to demonstrate the intent, purpose, and/or expectation of Sharp or other co-conspirators (as identified in any of the Settling Plaintiffs’ complaints) that TFT-LCD Panels subject to any price-fixing or other anticompetitive agreements, or the finished products in which they were installed, were likely to be sold to end-users in the United States;

ii. to analyze the impact of the cost of a TFT-LCD Panel on the total costs of a finished product and/or on its sale price at any level in the chain of commerce; and

iii. to identify contracts and evaluate the terms of sale by Sharp of its TFT-LCD Panels to its customers, including other manufacturers.

(f) Using best efforts to make available at a mutually agreed time in or around San Francisco, California, or at such other location in the United States as agreed by the Settling Plaintiffs, for deposition two (2) to four (4) officers and/or employees as are reasonably requested by the Settling Plaintiffs and as available. If travel to the United States by the witness is not practicable, Sharp agrees to make such witnesses available to the Settling States and/or Indirect Purchaser Plaintiffs in Japan, and will pay all reasonable costs of travel and

accommodations for two (2) representatives of both the Settling States and the IPPs to travel to said place for the purpose of conducting said depositions and/or interviews;

(g) Using best efforts to make available any officers, employees, and others over whom Sharp has control, whether in the United States or elsewhere, for interviews in person if practicable, or by video conference, if practicable, or teleconference, as reasonably requested by the Settling Plaintiffs. In addition, Sharp shall use best efforts to provide affidavits on its behalf or on the behalf of other persons it controls as officers, employees or agents, or for the purpose of authenticating business records, as reasonably required by the Settling Plaintiffs;

(h) Using best efforts to produce at trial in person two (2) to four (4) officers, employees, or others over whom Sharp has control (“representatives”) to testify as reasonably required by the Indirect Purchaser Plaintiffs and as available, with the Indirect Purchaser Plaintiffs bearing the reasonable travel expenses of such witnesses; producing at trial in person two (2) to four (4) representatives to testify as reasonably required by the States in the MDL and as available; producing at trial in person two (2) to four (4) representatives to testify as reasonably required by the State of California in its separate state court trial and as available; and producing at trial in person two (2) to four (4) representatives to testify as reasonably required by the State of New York at its separate trial and as available;

(i) In the event that the Indirect Purchaser Plaintiffs and/or the States determine that they want access to additional Sharp officers and/or employees beyond the numerical limits set forth in Paragraphs 41(f) and (h) above, Sharp agrees to work in good faith to provide such assistance as may reasonably be required;

(j) Continuing to Agree to abide by the May 5, 2011 Order of the Special Master and the agreement of Defendants’ Liaison Counsel that documents (and

testimony) that were improperly designated as either “Highly Confidential” or “Confidential” shall be de-designated as non-confidential through a prompt meet and confer process. Upon request, from Co-Lead Counsel for the Indirect Purchaser Plaintiffs or for the Settling States, Sharp shall promptly review any such request for de-designation of specific deposition testimony or documents produced (whether or not subject to the Special Master Order) and provide written notice that the materials are or are not confidential. In the event of a dispute, Sharp shall promptly submit the materials to the Special Master for adjudication of the breadth of any confidentiality claim.

(k) Nothing in this section shall be construed or interpreted to be inconsistent with any court order or law or with any continuing obligations that Sharp may have to the United States Department of Justice. Sharp shall cooperate with the Settling Plaintiffs in any effort to address any purported inconsistency with the requirements of the United States Department of Justice, any other competition authority, or the Court. Nothing in this section shall be construed or interpreted to be inconsistent with any court order in the MDL. Sharp shall also cooperate with the Settling Plaintiffs in any effort to address any purported inconsistency between this Agreement and any court order in the MDL or other related LCD antitrust litigation. In addition, nothing in this Agreement shall be construed to require Sharp to make its experts available to the Settling Plaintiffs, to require Sharp to waive applicable privileges or immunities, or to produce information or materials subject to applicable privileges or immunities from discovery.

42. This Agreement constitutes the entire, complete and integrated agreement among Settling Plaintiffs and Sharp pertaining to the settlement of the Actions (including the California State Court Action) against Sharp, and supersedes all prior and contemporaneous

undertakings of Settling Plaintiffs and Sharp in connection herewith, with the only exception being the Settling States' Separate Agreement as to Certain Statutory Claims executed with the Settling States concurrently herewith. This Agreement may not be modified or amended except in writing executed by Settling Plaintiffs and Sharp, and approved by the Court.

43. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Settling Plaintiffs and Sharp and the other Sharp Releasees. 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. The Sharp Releasees (other than SC, which is a party hereto) are intended third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them, even though the specific corporate names of the Sharp Releasees (other than Sharp) are not set forth in this Agreement.

44. Settling Plaintiffs and Sharp agree that the terms of this Agreement shall remain strictly confidential and will not be disclosed by any party until the Settlement Agreement is submitted to the Court for approval, unless required by Court order or otherwise compelled by legal process. Sharp and the Settling Plaintiffs will agree on the form of a submission to inform the relevant courts of the fact of the settlement.

45. This Agreement may be executed in counterparts by Settling Plaintiffs and SC, and a facsimile signature or PDF signature shall be deemed an original signature for purposes of executing this Agreement. SC represents and warrants that it is authorized to execute this Agreement on behalf of Sharp.

46. Neither Settling Plaintiffs nor Sharp 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 of construction that would or might cause any provision to be construed against the drafter of this Agreement.

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

48. 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: November 16, 2011

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

Dated: November ____, 2011

By: _____
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: November ____, 2011

CHRIS KOSTER
Attorney General of the State of Missouri

By: _____
Anne E. Schneider
Andrew M. Hartnett
Robert Almony
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

interpretation of construction that would or might cause any provision to be construed against the drafter of this Agreement.

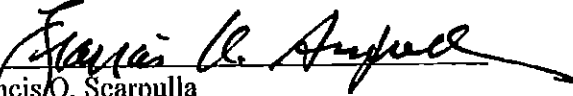
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48. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Dated: November ____, 2011

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

Dated: November 15, 2011

By: 
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: November ____, 2011

CHRIS KOSTER
Attorney General of the State of Missouri

By: _____
Anne E. Schneider
Andrew M. Hartnett
Robert Almomy
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MISSOURI ATTORNEY GENERAL'S OFFICE
P. O. Box 899
Jefferson City, MO 65102

Counsel for Plaintiff State of Missouri

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48. 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: November ____, 2011

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

Dated: November ____, 2011

By: _____
Francis O. Scarpulla
ZELLE HOFMANN VOELBEL & MASON LLP
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Co-Lead Counsel for Indirect-Purchaser Plaintiffs

Dated: ^{December} ~~November~~ 13, 2011

CHRIS KOSTER
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By: Anne E. Schneider
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Counsel for Plaintiff State of Missouri

Dated: November 13, 2011

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Attorney General of the State of Florida

By: 

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Lizabeth A. Brady
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PL-01, The Capitol
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Counsel for Plaintiff State of Florida

Dated: November ____, 2011

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Attorney General of the State of Arkansas


By: _____

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Counsel for Plaintiff State of Arkansas

Dated: November 13, 2011

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By: 

Kathleen E. Foote
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Office of the Attorney General
455 Golden Gate Avenue, Suite 11000
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Counsel for Plaintiff State of California

Counsel for Plaintiff State of Missouri

Dated: November ____, 2011

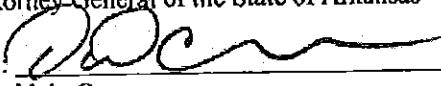
PAMELA JO BONDI
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By: _____
PATRICIA A. CONNERS
Associate Deputy Attorney General
ANTITRUST DIVISION
Lizabeth A. Brady
Chief, Multistate Antitrust Enforcement
Nicholas J. Weilhammer
Assistant Attorney General
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Counsel for Plaintiff State of Florida

Dated: November 23, 2011

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Dated: November ____, 2011

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By: _____
Kathleen E. Foote
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Counsel for Plaintiff State of California

Sharp Settlement Agreement

Dated: ~~November~~ ^{December} 13, 2011

BILL SCHUETTE
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By: MELippitt

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Assistant Attorney General
Corporate Oversight Division
Antitrust Section
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Lansing, MI 48933

Counsel for Plaintiff State of Michigan

Dated: November ____, 2011

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

By: _____

Richard L. Schwartz
Acting Bureau Chief, Antitrust Bureau
OFFICE OF THE ATTORNEY GENERAL
STATE OF NEW YORK
120 Broadway, 26th Floor
New York, NY 10271

Counsel for Plaintiff State of New York

Dated: November ____, 2011

BILL SCHUETTE
Attorney General of the State of Michigan

By: _____
M. Elizabeth Lippitt
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G. Mennen Williams Building, 6th Floor
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Counsel for Plaintiff State of Michigan

December
Dated: November 13, 2011

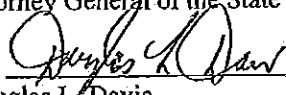
ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

By: *Richard L. Schwartz*
Richard L. Schwartz
Acting Bureau Chief, Antitrust Bureau
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120 Broadway, 26th Floor
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Counsel for Plaintiff State of New York

Dated: ~~November~~ ^{December} 13, 2011

DARRELL V. MCGRAW, JR.
Attorney General of the State of West Virginia

By: 
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Assistant Attorney General
P.O. Box 1789
Charleston, WV 25326

Counsel for the State of West Virginia

Dated: November ____, 2011

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Attorney General of the State of Wisconsin

By: _____
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17 W. Main St.
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Counsel for the State of Wisconsin

Dated: November ____, 2011

By: _____
Jacob R. Sorensen

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ANDREW D. LANPHERE
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San Francisco, CA 94105

*Counsel for Sharp Corporation and
Sharp Electronics Corporation*

Dated: November ____, 2011

By: _____

On behalf of Sharp Corporation

Dated: November ____, 2011


DARRELL V. MCGRAW, JR.
Attorney General of the State of West Virginia

By: _____
Douglas L. Davis
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Dated: November 23, 2011

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Counsel for the State of Wisconsin

Dated: November ____, 2011

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Jacob R. Sorensen

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FUSAE NARA
ANDREW D. LANPHERE
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San Francisco, CA 94105

*Counsel for Sharp Corporation and
Sharp Electronics Corporation*

Dated: November ____, 2011

By: _____

On behalf of Sharp Corporation

Dated: November ____, 2011

DARRELL V. MCGRAW, JR.
Attorney General of the State of West Virginia

By: _____
Douglas L. Davis
Assistant Attorney General
P.O. Box 1789
Charleston, WV 25326

Counsel for the State of West Virginia


Dated: November ____, 2011

J.B. VAN HOLLEN
Attorney General of the State of Wisconsin

By: _____
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Counsel for the State of Wisconsin

Dated: November 22, 2011

By: 
Jacob R. Sorensen

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TERRENCE A. CALLAN
JOHN M. GRENFELL
JACOB R. SORENSEN
FUSAE NARA
ANDREW D. LANPHERE
50 Fremont Street
San Francisco, CA 94105

*Counsel for Sharp Corporation and
Sharp Electronics Corporation*

Dated: November ____, 2011

By: _____

On behalf of Sharp Corporation

Dated: November ____, 2011

DARRELL V. MCGRAW, JR.
Attorney General of the State of West Virginia

By: _____
Douglas L. Davis
Assistant Attorney General
P.O. Box 1789
Charleston, WV 25326

Counsel for the State of West Virginia

Dated: November ____, 2011

J.B. VAN HOLLEN
Attorney General of the State of Wisconsin

By: _____
Gwendolyn J. Cooley
Assistant Attorney General
P.O. Box 7857
17 W. Main St.
Madison, WI 53707-7857

Counsel for the State of Wisconsin

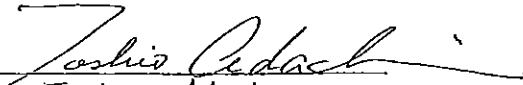
Dated: November ____, 2011

By: _____
Jacob R. Sorensen

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JOHN M. GRENFELL
JACOB R. SORENSEN
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ANDREW D. LANPHERE
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*Counsel for Sharp Corporation and
Sharp Electronics Corporation*

Dated: November 24, 2011

By:  _____
Toshio Adachi
Representative Director, Executive Vice President
On behalf of Sharp Corporation