

ADDENDUM TO  
BOEHRINGER INGELHEIM STATE SETTLEMENT AGREEMENT AND RELEASE

This is an Addendum to the State Settlement Agreement and Release (the “State Settlement Agreement”) entered into between the State of Connecticut and Boehringer Ingelheim Pharmaceuticals, Inc. (“BIPI”) in settlement of allegations by the State of Connecticut against BIPI concerning the drugs sold under the trade names Aggrenox®, Atrovent®, Combivent® and Micardis®. (collectively, the “Covered Drugs”), which allegations are denied by BIPI.

PREAMBLE

A. At material times, in addition to the utilization of the Covered Drugs in the Medicaid program, the Covered Drugs were also utilized in State Pharmaceutical Assistance Programs of the State of Connecticut known as: Connecticut Pharmaceutical Assistance Contract to the Elderly and Disabled (commonly known as “ConnPACE”), the Connecticut General Assistance programs (“General Assistance”), and the Connecticut AIDS Drug Assistance Program (CADAP).

B. In addition to the contentions set forth in Section II(E) of the BIPI State Settlement Agreement as to the Medicaid program, the State of Connecticut also contends that BIPI engaged in the same conduct during the same time periods with respect to ConnPACE, General Assistance and CADAP.

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this Addendum and in the State Settlement Agreement, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1) In addition to the Individual State Settlement Amount provided for in the State Settlement Agreement, BIPI will pay the State of Connecticut the additional

amount of \$107,231.70, for claims attributable to ConnPACE, General Assistance & CADAP (collectively the “Additional Individual State Settlement Amount”).

2) BIPI will pay to the State of Connecticut the Additional Individual State Settlement Amount within two business days of the payment of the Medicaid State Settlement Amount required by ¶III(1) (b) of the State Settlement Agreement.

3) The definition of Covered Conduct set forth in Section II(E) of the State Settlement Agreement is hereby amended specifically to include the additional conduct set forth in Preamble ¶ B of this Addendum

4) BIPI makes all denials and representations as set forth in Section II(F) of the State Settlement Agreement as to the additional conduct identified in Preamble ¶ B of this Addendum.

5) The reference in Section III(3) of the State Settlement Agreement to “State Medicaid Program” is hereby amended to “State Medicaid Program, ConnPACE, General Assistance and CADAP.”

6) Except as specifically set forth herein, all other terms and conditions of the State Settlement Agreement shall remain the same.

**FOR THE STATE OF CONNECTICUT**

**State of Connecticut**

**State of Connecticut  
Division of Criminal Justice  
Medicaid Fraud Control Unit**

**State of Connecticut  
Department of Social Services  
[Connecticut Medicaid Agency]**

By \_\_\_\_\_  
George Jepsen  
Attorney General  
By Robert B. Teitelman  
Assistant Attorney General

By \_\_\_\_\_  
Kevin T. Kane  
Chief State's Attorney  
By Christopher T. Godialis  
Supv. Asst. State's Attorney  
Director, CT MFCU

By \_\_\_\_\_  
Roderick L. Bremby  
Commissioner  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

[Name]  
Chief Executive Officer

By: \_\_\_\_\_ Dated: \_\_\_\_\_

[Name]  
General Counsel

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Counsel for Boehringer Ingelheim Pharmaceuticals, Inc.