

**AGREEMENT CONCERNING
STATUTE OF LIMITATIONS AND APPLICABLE LAW**

DEFINITIONS

“Defendant Parties” means Janssen Pharmaceutica, Inc., Janssen Pharmaceutica Products, L.P., and Johnson & Johnson.

“Claimant” means any party plaintiff in any pending case against the Defendant Parties involving Propulsid or any person who has such a Claim against them but who has not commenced or filed such a case. Claimant includes those persons listed in the attached Exhibit as well as any individual, spouse, family member, survivor, heir, tutor, guardian and/or estate representative of a Claimant. Claimants are as identified in Exhibit A which shall include the name, address and social security number of any Claimant.

“Claim” means a Claimant’s right or cause of action against the Defendant Parties with respective use of Propulsid® by a Claimant.

“Effective Date” means the first day of the month in which either attorney signs and returns this agreement to the other attorney.

AGREEMENT

In order to permit the Defendant Parties and Claimants to pursue an informal resolution of the Claimants’ respective Claims without need for litigation, it is agreed as follows:

1. Statute of Limitations

Claimants and the Defendant Parties hereby agree, through their counsel, to toll the statute of limitations for the filing of each Claim by the respective Claimants against the Defendant Parties. The parties intend that all applicable statute of limitations will be tolled as to each Defendant Party from the Effective Date until sixty (60) days after receipt by either party of a written notice mailed to the addresses noted below, by Certified Mail, Return Receipt Requested, that the informal attempts to resolve any or all of the Claim(s) are concluded. The period of time that the statutes are so tolled (including the 60 day period following notice of termination) shall be added to the time for bringing an action for each Claimant’s respective Claim, pursuant to any United States law, or state law (statutory or case law), including any applicable state or federal Code(s) of Civil Procedures or Statute of Limitations or Civil Practices & Remedies Code(s) that are applicable or may be applicable to each Claim.

It is specifically understood that none of the Defendant Parties waives or releases any statute of limitations defense which could have been asserted prior to the Effective Date.

In the event any Claimant, or the Defendant Parties with regard to a particular Claim or Claimant, deem it necessary to terminate this agreement by giving the aforesaid notice, this agreement will remain in

effect as to all remaining cases, Claims and Claimants. In the event to any Claimant deems it necessary to file suite for any reason, including, without limitation, to toll limitations for another party with whom said Claimant has no tolling agreement, this agreement will remain in effect as to all remaining cases, Claims and Claimants, unless and until terminated pursuant to the notice provision detailed above. Likewise, either the settlement of any case or Claim or the failure to settle any case or Claim will not affect the remaining cases, Claims and Claimants, unless and until terminated pursuant to the notice provision detailed above.

In the event the undersigned Counsel for Claimants decline to represent or ceases representation of any particular Claimant listed in Exhibit A, Counsel shall, as soon as practical, notify Defendant Parties in writing that the firm is not representing, or is no longer representing such Claimant. As to any such Claimant, the tolling of applicable statutes of limitations shall cease ninety (90) days from the date that such representation is declined or ceases.

Counsel signing this Agreement represent that they have the authority of their clients to enter into this Agreement. The addresses for Notice to the parties are as set forth below:

Agreed to:

Claimant(s) through their Counsel

(Plaintiff Counsel)

(Firm Name)

(Address)

(City, State, Zip Code)

Accepted, *(City, State)*

this ____ day of _____, 2004.

Agreed to:

Defendant Parties through their Counsel:

James B. Irwin

Irwin, Fritchie, Urquhart & Moore

400 Poydras Street, Suite 2700

New Orleans, LA 70130

Accepted, New Orleans, LA

this ____ day of _____, 2004.

Counsel for Claimant(s)

Counsel for Defendant Parties