

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

\_\_\_\_\_  
IN RE DIET DRUGS )  
(PHENTERMINE/FENFLURAMINE/ )  
DEXFENFLURAMINE) PRODUCTS )  
LIABILITY LITIGATION )  
\_\_\_\_\_ )

**MDL NO. 1203**

THIS DOCUMENT RELATES TO: )  
ALL ACTIONS )  
\_\_\_\_\_ )

SHEILA BROWN, et al. v. WYETH )  
(formerly American Home Products )  
Corporation) )

**CIVIL ACTION NO. 99-20593**

**NINTH AMENDMENT TO NATIONWIDE CLASS ACTION  
SETTLEMENT AGREEMENT WITH AMERICAN HOME  
PRODUCTS CORPORATION**

Dated: May 18, 2005

**NINTH AMENDMENT TO THE NATIONWIDE CLASS ACTION SETTLEMENT  
AGREEMENT WITH AMERICAN HOME PRODUCTS CORPORATION**

WHEREAS on November 18, 1999, the Parties executed the Nationwide Class Action Settlement Agreement with American Home Products Corporation (now Wyeth by corporate name change as of March 11, 2002), arising from the marketing, sale, distribution and use of the diet drugs Pondimin<sup>®</sup> and Redux<sup>™</sup>; and

WHEREAS the Nationwide Class Action Settlement Agreement was amended in the First through the Eighth Amendments, with such Amendments approved by the United States District Court for the Eastern District of Pennsylvania (collectively, the Nationwide Class Action Settlement Agreement as amended from the First through the Eighth Amendment shall be referred to herein as the "Settlement Agreement"); and

WHEREAS Class Counsel and Wyeth (the "Parties") agree that the Settlement Agreement is further amended by this Ninth Amendment, subject to the conditions and effective at such time as set forth below.

**I. DEFINITIONS AND SECTION REFERENCES**

**A. *Incorporation of Settlement Agreement Definitions.*** The capitalized terms used in this Ninth Amendment and not specifically defined herein shall have the meanings as defined and set forth in the Settlement Agreement.

**B. *Section References.*** References to a "Section" refer to Sections of the Ninth Amendment, unless otherwise specified.

**II. GOVERNANCE OF THE AHP SETTLEMENT TRUST**

**A. *Ninth Amendment Trustee/Claims Administrator.*** The number of Trustees pursuant to Section VI.A.3 of the Settlement Agreement shall be reduced from three to one and the Trust shall be operated, managed and directed by a single Trustee, who also shall serve as the Claims Administrator (hereinafter referred to as the "Ninth Amendment Trustee"). The Ninth Amendment Trustee shall have all the rights and responsibilities of the Claims Administrator(s) and/or Trustees of the Trust under the Settlement Agreement and shall exercise all the functions that were to be exercised by them under the Settlement Agreement. The Ninth Amendment Trustee shall succeed to all the rights and responsibilities of the Trust and Trustees under all contracts to which the Trust is a party and the Trustees shall take all steps reasonably necessary for the complete and prompt transition of all such contracts to the Ninth Amendment Trustee to the extent required by any such contract.

**B. *Amended and Restated AHP Settlement Trust Agreement.*** The September 1, 2000 AHP Settlement Trust Agreement shall be amended and restated in a form substantially the same as the Amended and Restated AHP Settlement Trust Agreement attached as Exhibit A.

**C. *Qualifications of the Ninth Amendment Trustee.*** The qualifications of the Ninth Amendment Trustee shall be as defined in Section VI.A.4 [pp. 72-73] of the Settlement Agreement.

**D. *Appointment of the Ninth Amendment Trustee.*** The Parties shall agree upon and nominate a person to serve as the Ninth Amendment Trustee and shall request that the Court appoint such Ninth Amendment Trustee as part of the request by the Parties for approval of this Ninth Amendment. If the nominee is not approved, the Parties jointly shall nominate another nominee and shall do so until the Court approves the appointment of the Parties' nominee as the Ninth Amendment Trustee. Such Ninth Amendment Trustee shall serve in accordance with the Amended and Restated AHP Settlement Trust Agreement. As of the Effective Date of this Ninth Amendment and the appointment by the Trial Court of the Ninth Amendment Trustee, the term of office of each person then serving as a Trustee of the Trust shall expire. After the date of appointment of the Ninth Amendment Trustee by the Trial Court, the Trustees shall be considered to have hold-over authority, after the expiration of their term under this Section II.D, if necessary, solely for the purpose of effectuating the transfers and assignments required under Section II.A.

**E. *Administration of Claims by the Ninth Amendment Trustee.*** The Ninth Amendment Trustee shall administer all claims by Class Members for any type of benefit under the Settlement Agreement (except benefits subject to administration by the Fund Administrator under the Seventh Amendment), and shall perform all duties of the Trustees and/or Claims Administrator under the Settlement Agreement, pursuant to (i) Court-Approved Procedures agreed upon by the Parties and approved by the Court, after affording notice and an opportunity to be heard concerning such proposed Procedures to all interested persons and/or (ii) as otherwise ordered by the Court. Before submitting for Court approval any proposed Court-Approved Procedure relating to the administration of any benefits created by the Seventh Amendment, the Parties shall consult with the Seventh Amendment Liaison Committee concerning the content of the proposed Court-Approved Procedure.

**F. *Reporting Requirements of the Ninth Amendment Trustee.*** The reporting provisions of Section VI.A.10 [pp. 75-84] of the Settlement Agreement shall not apply to the Ninth Amendment Trustee. The reporting requirements of the Ninth Amendment Trustee shall be determined by a Court-Approved Procedure.

**G. *Access to Information.*** Class Counsel and Wyeth shall have complete and unencumbered access to all information of any kind in the possession of the Ninth Amendment Trustee and/or the Trust, in hard copy or electronic form, to the extent such information is not protected by applicable attorney-client privileges, as requested at any time by Class Counsel or Wyeth. The Ninth Amendment Trustee shall respond timely to any request for information by Class Counsel or Wyeth for information relating to the Settlement Agreement. PTO No. 2683 and any order(s) of the Court governing confidential information relating to the Settlement Agreement shall apply to any information obtained by Wyeth or Class Counsel under this Section II.G to the extent that such information constitutes "Confidential Information" as defined in PTO No. 2683 or other applicable orders of the Court.

### III. APPROVAL AND OTHER TERMS

**A. Request for Approval.** Within five days after the Execution Date, the Parties shall apply to the Court for an order or orders:

- (1) Granting approval by the Trial Court of the Ninth Amendment (“Trial Court Approval of the Ninth Amendment”);
- (2) Approving the Amended and Restated AHP Settlement Trust Agreement; and
- (3) Appointing the Ninth Amendment Trustee.

**B. Conditions.** The Parties’ respective obligations under this Ninth Amendment are subject to all of the following conditions:

- (1) Trial Court Approval of the Ninth Amendment;
- (2) Entry of an order by the Court approving the Amended and Restated AHP Settlement Trust Agreement; and
- (3) Except as to actions required by this Ninth Amendment to occur before such time, Trial Court Approval of this Ninth Amendment, which approval order or orders shall:
  - (a) Approve this Ninth Amendment in its entirety under the standard which would be applicable under Fed.R.Civ.P. 23(e) as fair, reasonable, adequate, and non-collusive;
  - (b) Require compliance with the terms of this Ninth Amendment;
  - (c) Approve the appointment of the Ninth Amendment Trustee nominated by the Parties.

**C. Retained Jurisdiction.** The Court shall have original and exclusive jurisdiction over the interpretation and enforcement of this Ninth Amendment incident to its exclusive, retained jurisdiction under section VIII.B.1 of the Settlement Agreement and Paragraph 11 of PTO No. 1415 entered by the Court on August 28, 2000.

**D. Survival of Terms.** Except as expressly modified in this Ninth Amendment, all terms and provisions of the Settlement Agreement remain in full force and effect.

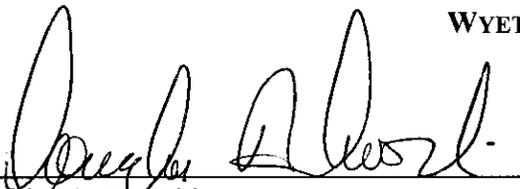
**E. Headings.** The headings of the Sections of this Ninth Amendment are included for convenience only and shall not be deemed to constitute part of this Amendment or affect its construction.

F. **Counterparts.** This Ninth Amendment may be executed in counterparts by facsimile signature. Each counterpart shall be effective as part of a fully executed original Ninth Amendment.

G. **Effective Date.** The Ninth Amendment shall become effective 30 days after the date of entry of the Order by the Trial Court granting Trial Court Approval of the Ninth Amendment ("Effective Date").

H. **Parties.** The Parties to this Ninth Amendment shall be considered to be Class Counsel, as counsel to the Settlement Class, and Wyeth.

**IN WITNESS WHEREOF**, the Parties have duly executed this Ninth Amendment to the Settlement Agreement, by their respective counsel as set forth below, as of ~~April~~<sup>May</sup> 18, 2005.

By:   
Douglas A. Dworkin  
Vice President and Deputy General Counsel  
Wyeth  
5 Giralda Farms  
Madison, NJ 07940

WYETH

Date: 5/18/05

**CLASS COUNSEL**

\_\_\_\_\_  
Arnold Levin, Esquire  
Michael D. Fishbein, Esquire  
LEVIN, FISHBEIN, SEDRAN & BERMAN  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106

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

\_\_\_\_\_  
Gene Locks, Esquire  
LOCKS LAW FIRM  
1500 Walnut Street  
Philadelphia, PA 19102

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

F. **Counterparts.** This Ninth Amendment may be executed in counterparts by facsimile signature. Each counterpart shall be effective as part of a fully executed original Ninth Amendment.

G. **Effective Date.** The Ninth Amendment shall become effective 30 days after the date of entry of the Order by the Trial Court granting Trial Court Approval of the Ninth Amendment ("Effective Date").

H. **Parties.** The Parties to this Ninth Amendment shall be considered to be Class Counsel, as counsel to the Settlement Class, and Wyeth.

**IN WITNESS WHEREOF**, the Parties have duly executed this Ninth Amendment to the Settlement Agreement, by their respective counsel as set forth below, as of ~~April 18~~<sup>May</sup>, 2005.

**WYETH**

By: \_\_\_\_\_  
Douglas A. Dworkin  
Vice President and Deputy General Counsel  
Wyeth  
5 Giralda Farms  
Madison, NJ 07940

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

**CLASS COUNSEL**

  
\_\_\_\_\_  
Arnold Levin, Esquire  
Michael D. Fishbein, Esquire  
LEVIN, FISHBEIN, SEDRAN & BERMAN  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106

Date: 5.4.05

  
\_\_\_\_\_  
Gene Locks, Esquire  
LOCKS LAW FIRM  
1500 Walnut Street  
Philadelphia, PA 19102

Date: 5.4.05

*Sol Weiss*

Sol H. Weiss, Esquire  
ANAPOL, SCHWARTZ, WEISS, COHAN,  
FELDMAN & SMALLEY, P.C.  
1900 Delancey Place  
Philadelphia, PA 19103

Date: 5.4.05

*Stanley Chesley*

Stanley Chesley, Esquire  
WAITE, SCHNEIDER, DAYLESS &  
CHESLEY  
1513 Central Trust Tower  
Fourth & Vine Sts.  
Cincinnati, Ohio 45202

Date: 5.4.05

*Charles R. Parker*

Charles R. Parker, Esquire  
LOCKE, LIDDELL & SAPP, LLP  
3400 JP Morgan Chase Tower  
600 Travis  
Houston, TX 77002

Date: 5.4.05

*John J. Cummings*

John J. Cummings, Esquire  
CUMMINGS, CUMMINGS &  
DUDENHEFER  
416 Gravier Street  
New Orleans, LA 70130

Date: 5.4.05

## AMENDED AND RESTATED AHP SETTLEMENT TRUST AGREEMENT

THIS AMENDED AND RESTATED AHP SETTLEMENT TRUST AGREEMENT (“Amended Trust Agreement”) is entered into as of May 19, 2005, by and among Wyeth, a Delaware corporation (“Wyeth”), as the trustor, Class Counsel (“Class Counsel”), as the representatives of the Class Members and counsel to the Settlement Class as defined in the November 18, 1999 Nationwide Class Action Settlement Agreement with American Home Products Corporation, and the Ninth Amendment Trustee, and in which the parties declare and agree as follows:

### ARTICLE I: RECITALS

**1.01. *Settlement Agreement.*** On November 18, 1999, Wyeth (formerly American Home Products Corporation) and Class Counsel on behalf of the Class Members entered into the Nationwide Class Action Settlement Agreement, and since such time have entered into the First through Ninth Amendments to the Settlement Agreement.

**1.02. *Establishment of the Trust.*** The Settlement Agreement and the AHP Settlement Trust Agreement dated September 1, 2000, established the AHP Settlement Trust to receive the funds to be paid by Wyeth and to administer the Settlement Agreement.

**1.03. *Ninth Amendment.*** The parties to this Amended Trust Agreement desire to amend the AHP Settlement Trust Agreement in compliance with and to implement the Ninth Amendment to the Settlement Agreement, without amending, modifying or superseding in any respect any terms or provisions of the Settlement Agreement or the Ninth Amendment to the Settlement Agreement.

### ARTICLE II: DEFINITIONS

Whenever used in this Amended Trust Agreement, the following words and phrases shall have the meanings ascribed to them in this Article II.

**2.01. *Incorporation of Settlement Agreement Definitions.*** The capitalized terms used in this Amended Trust Agreement and not specifically defined herein shall have the meanings as defined and set forth in the Settlement Agreement (including all Amendments to the Settlement Agreement).

**2.02. *Court-Approved Procedure or CAP.*** A written procedure describing the actions or processes of the Trustee, agreed upon by Class Counsel and Wyeth (and, as to any CAP relating to the administration of any benefits created by the Seventh Amendment, after consultation by Class Counsel and/or Wyeth with the SALC) and approved by the Court, after affording notice and an opportunity to be heard concerning such proposed CAP to all interested persons.

**2.03. *Dispute Notice.*** The notice from Wyeth defined in Section 5.05(b).

**2.04. *Effective Date of this Amended Trust Agreement.*** The date when the last Party doing so shall have signed a counterpart of this Amended Trust Agreement.

**2.05. *Eligible Depositories.*** Commercial bank(s) designated from time to time by the Trustee for the Settlement Fund, each of which (1) has deposits insured by the Federal Deposit Insurance Corporation, (2) is organized under the laws of the United States or any state thereof, (3) has a minimum long-term rating of "A-3" (or the then equivalent) by Moody's Investors Service and a long-term rating of "A-" (or the then equivalent) by Standard & Poor's Rating Services, and (4) has total risk-based capital in excess \$5 billion and meets the minimum risk-based ratios established under the Federal Deposit Insurance Corporation Improvement Act of 1991. The Eligible Depository as of the Effective Date is PNC Bank, N.A.

**2.06. *Person.*** Any legal person or entity, including, but not limited to, any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**2.07. *Settlement Agreement.*** The Nationwide Class Action Settlement Agreement with American Home Products Corporation, dated November 18, 1999, and approved by the Court in PTO No. 1415. All references to the "Settlement Agreement" include all Exhibits to the Settlement Agreement and all amendments to the Settlement Agreement or to any such Exhibits to which Wyeth and Class Counsel have agreed and which have been approved by the Court.

**2.08. *Trust Estate.*** The corpus of the Trust created by the AHP Settlement Trust Agreement existing from time to time consisting of all of the assets of the Trust, including but not limited to any amount deposited by Wyeth in the Trust, any income earned on such deposits, and any assets purchased therewith.

**2.09. *Trustee.*** The person serving as the Ninth Amendment Trustee pursuant to the Ninth Amendment and pursuant to Article IV.

**2.10. *Party and Parties.*** The parties executing this Amended Trust Agreement, being Wyeth, Class Counsel as counsel to the Settlement Class, and the Trustee.

### **ARTICLE III: CONTINUATION OF TRUST**

**3.01. *Continuation of Trust.*** The Trust created by the AHP Settlement Trust Agreement is continued and shall continue to be known as the "AHP Settlement Trust."

**3.02. *Purpose of the Trust.*** The purpose of the Trust is to implement and carry out, under the supervision of the Court, the provisions and purposes of the Settlement Agreement, affording to Wyeth, Class Counsel, and the Settlement Class their rights and enforcing their obligations under the Settlement Agreement, including but not limited to receiving payments from Wyeth, investing such amounts and providing certain benefits to Class Members, all in

accordance with the terms and conditions of the Settlement Agreement. The Trust is intended to be a “qualified settlement fund” which is established pursuant to the order of the Court in accordance with the Settlement Agreement and arising under federal law. This Amended Trust Agreement is not intended to and shall not confer upon any Person not a Party hereto or to the Settlement Agreement, such as any person claiming to be a third-party beneficiary, any right or remedy other than as may arise under the Settlement Agreement and the Amended Trust Agreement itself under applicable law.

**3.03. *Transfer of Assets.*** The Trustee shall receive, hold and administer hereunder, as part of the Trust Estate: (i) the funds required to be paid to the Trust from time to time by Wyeth pursuant to the Settlement Agreement; and (ii) any interest or other earnings on such funds. All assets received by the Trust and any earnings thereon, shall be held, administered and disbursed under the terms of this Amended Trust Agreement and in accordance with the Settlement Agreement.

**3.04. *Satisfaction of Obligations.*** Class Counsel, Class Members, and Wyeth shall not be liable to the Trustee or the Trust for compensation of the Trustee or for any other obligation or expense of the Trust except to the extent of the payments required to be made by Wyeth to the Trust pursuant to the Settlement Agreement. In addition, neither Class Counsel nor Wyeth shall have any responsibility or liability to Class Members with respect to the handling of claims by the Trustee or otherwise with respect to the management or conduct of the Trust, or any liability for taxes owed by the Trust.

**3.05. *Supervision by the Court.*** The Trustee shall operate under the supervision of the Court, which shall have the continuing and exclusive authority to enforce and interpret the provisions of this Amended Trust Agreement and the Settlement Agreement.

#### ARTICLE IV: TRUSTEE

**4.01. *Trustee.*** The business and affairs of the Trust shall be managed by a single Trustee. The Trustee shall also serve as the Claims Administrator.

**4.02. *Appointment.*** The Trustee shall be agreed upon and jointly nominated by Wyeth and Class Counsel, and appointed by the Court.

**4.03. *Powers of the Trustee.*** The Trustee shall have the powers set forth in Article VII, all of which powers shall be deemed fiduciary powers to be exercised in a fiduciary capacity to accord to Wyeth and the Settlement Class their rights and to enforce their obligations under the Settlement Agreement and otherwise to carry out the provisions and purposes of the Settlement Agreement. The Trustee shall carry out his or her fiduciary obligations in accordance with his or her own judgment, subject in all cases to the terms and conditions of this Amended Trust Agreement, the Settlement Agreement, and applicable law.

**4.04. *Qualifications.*** The Trustee shall be independent and have the qualifications set forth in Section VI.A.4.a of the Settlement Agreement. No person shall serve as a Trustee if that person is disqualified from serving as a Trustee under the provisions of Section VI.A.4.b of the

Settlement Agreement, unless such disqualification is waived pursuant to the terms of that Section of the Settlement Agreement. If any qualified Trustee becomes ineligible after his or her appointment, the Trustee shall be removed from the position of Trustee pursuant to Section 4.05(c) of this Amended Trust Agreement.

**4.05. *Term of Service and Removal.***

(a) The Trustee shall serve for the duration of the Trust, subject to his or her earlier death, resignation, or removal.

(b) The Trustee may resign by providing at least 60 days prior written notice of resignation, specifying the date when such resignation shall take effect, to Wyeth, Class Counsel, and the Court.

(c) Upon motion by Wyeth or Class Counsel, or upon its own motion, the Court may remove the Trustee for cause upon the provision of prior written notice to the Trustee, Wyeth, and Class Counsel, and opportunity for hearing at the request of the Trustee, Wyeth, or Class Counsel.

(d) Wyeth and Class Counsel jointly may remove the Trustee without cause, upon the provision of 60 days prior written notice to the Trustee, subject to the approval of the Court.

**4.06. *Appointment of a Successor Trustee.***

(a) Within 60 days after a Trustee's death, resignation, or removal, Wyeth and Class Counsel shall nominate a successor Trustee, who shall be subject to the same approval and appointment provisions as set forth in Section 4.02. In the event of a vacancy in the position of a Trustee for more than 90 days, and in the absence of any nomination by Wyeth and of Class Counsel, the Court may appoint a successor Trustee.

(b) Upon the acceptance of office by any successor Trustee, all rights, titles, duties, obligations, powers and authority of the predecessor Trustee under this Amended Trust Agreement shall be vested in and undertaken by the successor Trustee without any further act being required.

**4.07. *Limitations on the Liability of the Trustee.*** The Trustee shall not be liable for monetary damages or otherwise with respect to his or her actions or omissions regarding the Trust except for the recklessness, willful misconduct, or fraud of the Trustee. The Trustee shall not be liable for monetary damages or otherwise for any act or omission of any agent or employee of the Trust unless the Trustee acted recklessly, with willful misconduct, or fraudulently in the selection or retention of such agent or employee. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

**4.08. *Compensation and Expenses of the Trustee.*** The Trustee shall receive, out of Trust assets, as his or her compensation such amounts as are agreed upon by Wyeth and Class Counsel and approved by the Court. Such compensation may be adjusted from time to time,

subject to the agreement of Wyeth and Class Counsel and the approval of the Court, and/or as requested by the Trustee and approved by the Court. In addition, the Trustee shall be reimbursed out of Trust assets for his or her reasonable out-of-pocket expenses. Such compensation and reimbursements shall not be reduced by any of the costs of the operation or administration of the Trust. The initial compensation of the Trustee shall be as follows: (i) payment by the Trust of the sum of \$60,000 monthly to the Trustee on an independent contractor basis, on the first day of each month for the preceding month of service; and (ii) use of the Trust's offices, equipment, and support staff. The Trust shall not be responsible for providing any benefits to the Trustee other than those specified in this Section 4.08 or elsewhere in this Amended Trust Agreement.

#### **4.09. *Indemnification.***

(a) Each Trustee or former Trustee who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding of any kind, whether civil, administrative or arbitrative, and whether brought by or against the Trust, by reason of such Trustee being or having been a Trustee, or by reason of such Trustee serving or having served in any capacity at the request of and on behalf of the Trust shall be indemnified by the Trust against expenses, costs and fees of attorneys, judgments, awards, costs, amounts paid in settlement, and liabilities of all kinds that are not reimbursed by insurance and that are incurred by such Trustee in connection with or resulting from such action, suit, or proceeding, if he or she acted in good faith and in a manner that the Trustee reasonably believed to be in or not opposed to the best interests of the Trust; provided, however, that no Trustee shall be indemnified if such Trustee acted recklessly, with willful misconduct or fraudulently. All determinations necessary under this section shall be made by the Trustee or the Court, with determinations by the Trustee reviewable by the Court at the request of any interested party.

(b) Reasonable expenses, costs, and fees of attorneys incurred by or on behalf of the Trustee or former Trustee in connection with any such action, suit, or proceeding, whether civil, administrative or arbitrative, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or former Trustee to repay such amount if it shall be determined by the Court that the Trustee or former Trustee is not entitled to be indemnified by the Trust. A Trustee or former Trustee retaining counsel under circumstances where the costs and fees of counsel are not advanced pursuant to any insurance policy in connection with such an action, suit, or proceeding shall disclose to Wyeth and Class Counsel the identity of counsel and the financial terms of engagement as a precondition to any such advance from the Trust, and Wyeth and Class Counsel shall determine whether retention of such counsel on such terms is reasonable. Such determinations by Wyeth and Class Counsel shall be reviewable by the Court at the request of any interested party. No such repayment by any Trustee shall be required in the absence of a determination by the Court that such Trustee was not entitled to be indemnified by the Trust.

(c) The Trustee may generally or in specific cases cause the Trust to indemnify the employees and agents of the Trust to the same extent as provided in this Section 4.09 with respect to the Trustee, with such determinations by the Trustee reviewable by the Court at the request of any interested party.

(d) The Trustee may, out of Trust assets, purchase and maintain reasonable amounts and types of insurance on behalf of the Trustee and on behalf of any individual who is or was a Trustee, employee, or agent of the Trust against liability asserted against or incurred by such individual in that capacity or arising from his, her or its status, actions or inactions as a Trustee, employee, or agent. Trust assets may not be applied to purchase or maintain such insurance other than insurance in amounts and types that are determined to be reasonable by the Trustee, with such determinations by the Trustee reviewable by the Court at the request of any interested party. The insurance coverages for such purposes for Trustees and Trust officers as of the Effective Date of this Amended Trust Agreement are set out in the attached Exhibit A. Subject to the approval of the Court, the Ninth Amendment Trustee shall maintain Directors and Officers (“D & O”) and Errors and Omissions (“E & O”) insurance on former Trustees and officers, with the same coverage and deductibles provided in the policies attached as Exhibit A, and with policy limits of no less than \$30 million of D & O insurance and no less than \$10 million of E & O insurance, for a period of four years after appointment of the Ninth Amendment Trustee, with retroactive coverage dates (“Pending and Prior Proceeding Dates”) equivalent to those of the policies in Exhibit A. To secure the obligation to procure such insurance and to fund any other indemnity obligation under this Amended Trust Agreement, the Trust shall maintain an Administrative Reserve of at least \$5 million at all times during the four-year period after appointment of the Ninth Amendment Trustee.

**4.10. *Trustee’s Lien.*** The Trustee shall have a prior lien upon the Trust Estate to secure the payment of any amounts payable to the Trustee pursuant to Section 4.09, insofar as those amounts payable have been approved by the Court.

**4.11. *Relation of Certain Provisions to Appointment of Trustee.*** The limitations on liability in Section 4.09(a), the indemnification provisions in Section 4.09(b), and the lien provisions in Section 4.10 shall all apply to the actions or inactions of the Trustee dating from appointment by Order of the Court.

**4.12. *Reliance by Persons Dealing with Trust.*** Any Person dealing with the Trust may rely in good faith upon any certificate or other instrument signed by the Trustee, or upon any certificate or other instrument signed by any officer or agent of the Trust whose authority is evidenced by a certificate or other instrument signed by the Trustee, without the necessity of further inquiry by such Person into the authority of the Trustee, officer or agent to act on behalf of the Trust.

**4.13. *Bond.*** The Trustee shall not be required to post any bond or other form of surety unless otherwise ordered by the Court.

**4.14. *Trustee’s Independence.*** The Trustee shall not, during the term of his or her service, act as attorney or in any capacity for Wyeth or any Class Member or act in any manner or capacity that is adverse to the Trust. The Trustee may report to the Court *ex parte* and in writing to seek the guidance or direction of the Court on the question of whether the Trustee may or is required to take action to comply with this provision or to avoid or cure any conflict of interest.

**4.15. Discharge of Trustee.** Upon the request of the Trustee (or a Trustee's personal representative) who has completed the Trustee's term or who has died, resigned or been removed, and following the filing of the annual audited financial statements of the Trust for the final year or any part thereof of the Trustee's service, and following notice to Wyeth and to Class Counsel, to the fullest extent permitted by law and upon an express determination by the Court and to the extent that the Court determines is proper, the Court shall enter an order which shall discharge the Trustee from any and all liabilities which may have arisen in connection with the Trustee's service, including activities undertaken in anticipation of appointment as a Trustee for purposes of carrying out the duties of the Trustee, which order shall preclude at any time thereafter any action, suit or demand on the part of any Person against the Trustee in connection with the Trustee's service hereunder. Upon the request of the Trustee and following the filing of the annual audited financial statements of the Trust for any particular fiscal year, and following notice to Wyeth and to Class Counsel, to the fullest extent permitted by law, upon an express determination by the Court and to the extent that the Court determines is proper, the Court may enter an Order which shall discharge the Trustee from any and all liabilities which may have arisen in connection with the Trustee's service during and in connection with the fiscal year with respect to which the annual audited financial statement has been filed, which Order may preclude at any time thereafter any action, suit or demand on the part of any Person against any Trustee in connection with the Trustee's service hereunder. Former Trustees and former Trust officers shall have complete and unencumbered access to all information of any kind in the possession or control of the Trust, in hard copy or electronic form, to the extent that they require such information to prepare and prosecute a motion for an Order discharging such Trustee or officer, and the costs of preparing and prosecuting such motion, including attorneys' fees and costs, shall be borne by the Trust.

#### **ARTICLE V: THE SETTLEMENT FUND AND CLAIMS ADMINISTRATION**

**5.01. The Settlement Fund.** The Trustee shall maintain with one or more Eligible Depositories the Settlement Fund for the funds held by the Trust and received by the Trust under Section III of the Settlement Agreement, together with all investments made with such funds and all income or other gain from such funds. The Trustee shall ensure the timely collection of all amounts due from Wyeth as and when due. All funds held in the Settlement Fund shall be held by the Trustee as part of the Trust Estate, subject to authorized disbursement by the Trustee in accordance with the terms and conditions of the Settlement Agreement and this Amended Trust Agreement.

**5.02. Recordkeeping Regarding the Settlement Fund.** The Trustee shall keep detailed records regarding the amounts transferred to and disbursed from the Settlement Fund, including the separate allocation of amounts disbursed from the Settlement Fund for the provision or payment of: (i) Fund A benefits under Section IV.A of the Settlement Agreement and the costs of administering such benefits; (ii) Matrix Compensation Benefits under Section IV.B of the Settlement Agreement and the costs of administering such benefits; and (iii) any benefits pursuant to the Seventh Amendment to the Settlement Agreement (except benefits subject to administration by the Fund Administrator under the Seventh Amendment) and the costs of administering such benefits. Expenses of the Trust that relate equally to (i), (ii), and (iii) shall be allocated among them in an appropriate manner, as approved by the Court in a CAP. The

Trustee shall report all such information to Wyeth and Class Counsel, on such schedule as determined by a Court-Approved Procedure agreed upon by Wyeth and Class Counsel and approved by the Court, and upon request by Wyeth or Class Counsel.

**5.03. *Processing of Claims.*** The Trustee shall administer all claims by Class Members for any type of benefit under the Settlement Agreement (except benefits subject to administration by the Fund Administrator under the Seventh Amendment), and shall perform all duties of the Trustee and/or Claims Administrator under the Settlement Agreement, pursuant to: (i) Court-Approved Procedures; and/or (ii) as otherwise ordered by the Court.

**5.04 *Required Disbursements.*** The Trustee shall direct disbursements from funds held by an Eligible Depository in the Settlement Fund for the purposes described in Section 5.02. Notwithstanding any other provision herein, no expenditures shall be made other than those expenditures provided for in the Settlement Agreement or this Amended Trust Agreement, or as reasonably necessary in order to afford Wyeth and the Class Members their rights and enforce their obligations under the Settlement Agreement.

**5.05. *Settlement Fund Quarterly Notices and Other Requests for Deposits into the Settlement Fund.***

(a) The Trustee shall prepare or cause to be prepared each Settlement Fund Quarterly Notice (or such other notices as agreed upon by Wyeth and Class Counsel pursuant to Section III.C.4.e of the Settlement Agreement) and shall determine the related payments to be made by Wyeth to the Trust in accordance with Section III.C of the Settlement Agreement and Section VIII.B.6 of the Seventh Amendment to the Settlement Agreement. Each Settlement Fund Quarterly Notice shall include a level of detail sufficient to advise Wyeth of the basis for the Trustee's request for funds, including but not limited to the then existing Adjusted Maximum Available Fund B Amount, a description of the claims required at that time to be paid, the amount requested for expenses and the basis of such request, and the funds then available in the Administrative Reserve, if any.

(b) Wyeth may dispute the amount of any Settlement Fund Quarterly Notice (or other notice requesting deposit by Wyeth into the Settlement Fund) by providing a written notice to the Trustee and Class Counsel within ten Business Days after Wyeth's receipt of the related Settlement Fund Quarterly Notice (or other Notice requesting deposit by Wyeth into the Settlement Fund) (a "Dispute Notice"). The Trustee, Wyeth, and Class Counsel shall use all commercially reasonable efforts to resolve any Dispute Notice within five Business Days after the Trustee's receipt of a Dispute Notice. If the Parties are unable to resolve the Dispute Notice within that period, Wyeth shall deposit into the Settlement Fund any undisputed portion of the amount stated in the Settlement Fund Quarterly Notice (or other notice requesting deposit by Wyeth into the Settlement Fund) and the Parties shall submit the dispute to the Court for resolution. If any Dispute Notice is not resolved within 15 Business Days after Wyeth's receipt of the Settlement Fund Quarterly Notice (or other notice requesting deposit by Wyeth into the Settlement Fund), Wyeth shall deposit into the Settlement Fund any unpaid portion of the full amount requested; provided, however, that upon the resolution of the Dispute Notice by the Court, any amount paid by Wyeth in excess of the amount determined by the Court to be due and

payable shall be credited against amounts requested by the Trustee afterwards, until such credit is exhausted.

**5.06. Access to Information.** Class Counsel and Wyeth shall have complete and unencumbered access to all information of any kind in the possession or control of the Trustee, in hard copy or electronic form, to the extent such information is not protected by applicable attorney-client privileges, as requested at any time by Class Counsel or Wyeth. The Trustee shall respond timely to any request for information by Class Counsel or Wyeth. PTO No. 2683 and any order(s) of the Court governing confidential information relating to the Settlement Agreement shall apply to any information obtained by Wyeth or Class Counsel under this Section 5.06 to the extent that such information constitutes “Confidential Information” as defined in PTO No. 2683 or other applicable orders of the Court.

## **ARTICLE VI: FINANCIAL MANAGEMENT**

**6.01. Accounts.** The Trustee may, upon the approval of Wyeth, Class Counsel, and the Court, establish investment advisory relationships with any one or more individual or institutional advisors or investment managers determined by the Trustee to have the experience and qualifications necessary for the responsible exercise of their functions and shall compensate such Persons from the Trust Estate.

**6.02. Investments.** Monies held in the Trust Estate may be invested as directed by the Trustee in the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs, subject to the following limitations and provisions:

(a) The Trust shall not acquire, or hold for longer than 90 days, any debt securities, participation certificates or similar instruments that are not commercial paper unless (i) such securities, certificates or instruments are rated “Aa” or higher by Moody’s Investors Service, Inc. (“Moody’s”) or “AA” or higher by Standard & Poor’s Corporation (“S&P’s”) or (ii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

(b) The Trust shall not acquire, or hold for longer than 90 days, any commercial paper unless (i) such commercial paper is rated “Prime-1” or higher by Moody’s or “A-1” or higher by S&P’s and (ii) the senior long-term debt of the commercial paper issuer is rated “Aa” or higher by Moody’s or “AA” or higher by S&P’s.

(c) The Trust shall not acquire any securities or other instruments issued by any Person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality of the United States of America) if, following such acquisition, the aggregate market value of all securities and instruments issued by such Person and held by the Trust would exceed 2% of the aggregate market value of the Trust Estate. The Trust shall not hold any securities or other instruments issued by any Person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality of the United States of America) to the extent that the aggregate market value of all securities and

instruments issued by such Person and held by the Trust would exceed 5% of the aggregate market value of the Trust Estate. The Trust shall not acquire any securities or other instruments issued by any Person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency of instrumentality of the United States of America) unless, at the time of acquisition, the securities or other instruments so acquired represent not more than 5% of all outstanding securities or instruments of the same class and series.

(d) The Trust may acquire or cause monies of the Trust Estate to be held in cash and Permitted Investments as that term is defined in Section III.E.2 of the Settlement Agreement, provided, however, that the Trust may acquire certificates of deposit, time deposits and banker's acceptances only (i) if issued by a bank whose senior long-term debt is rated "Aa" or higher by Moody's or "AA" or higher by S&P's, (ii) if issued by a bank whose name appears on a list, maintained by the Trust and reviewed quarterly by the Trustee or an investment manager designated by them, of banks approved by the Trustee or such investment manager, and (iii) if the term to maturity from the date of acquisition does not exceed two years and one day. The limitations of (a) and (c) above shall not apply to such certificates of deposit, time deposits and banker's acceptances.

(e) The Trust may acquire or cause monies of the Trust Estate to be held in money market mutual funds registered under the Investment Company Act of 1940, as amended, that have the highest rating obtained from either Moody's or S&P's, the portfolio of which consists generally of assets in which the monies of the Trust may be invested pursuant to subsections (a), (b), (c) and (d) of this Section 6.02.

(f) The Trust may enter into repurchase agreements collateralized by debt securities and other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality of the United States of America equal to at least 102% of such repurchase obligations with primary United States government securities dealers or with commercial banks meeting the qualifications of Eligible Depositories.

(g) In determining investments to be held by the Trust, due regard shall be given by the Trustee to safety of principal and to production of reasonable amounts of current income. The Trustee shall not have an obligation to invest Trust assets for capital appreciation, in view of the purposes for which the Trust was created, but is not prohibited from so doing.

**6.03. Annual Budget.** No later than 20 days before the end of each calendar year, the Trustee shall cause to be prepared budget and cash flow projections covering the succeeding calendar year, provide a copy of such budget and cash flow projections to Wyeth and Class Counsel, and submit such budget and cash flow projections to the Court for approval. The Trustee shall take such steps as are necessary to attempt to obtain approval by the Court no later than ten days before the end of each calendar year of the budget for the following calendar year.

#### **6.04. Annual and Quarterly Financial Statements.**

(a) The Trustee shall cause to be prepared following the end of each calendar year an annual accounting containing financial statements of the Trust as of the end of such calendar year, including, without limitation, a balance sheet of the Trust, a statement of receipts and disbursements, a statement of profit and loss prepared on an accrual basis, and a supplementary schedule of investments and assets, listing both principal and income, audited by a recognized firm of independent public accountants selected by the Trustee, subject to the approval of Class Counsel and Wyeth, and reported on by such firm as to fairness of presentation in accordance with generally accepted accounting principles consistently applied, provided, however, any opinion may be qualified as to the basis of presentation with respect to liability to the Settlement Class.

(b) The Trustee shall cause to be prepared at the end of each of the first three quarters of each calendar year a quarterly accounting containing unaudited financial statements of the Trust as of the end of such quarter, including, without limitation, a balance sheet of the Trust, a statement of receipts and disbursements, a statement of profit and loss prepared on an accrual basis, and a supplementary schedule of investments and assets, listing both principal and income, reported on, subject to normal year-end adjustments, as to fairness of presentation in accordance with generally accepted accounting principles consistently applied, by the Trustee or by an accountant or financial officer or agent regularly employed by the Trust.

(c) The Trustee shall file with the Court and provide to Wyeth and Class Counsel the annual and quarterly accountings required by this Section. The annual accountings shall be filed and provided as soon as available, but in no event later than 90 days following the end of each calendar year. The quarterly accountings shall be filed and provided as soon as available, but in no event later than 45 days following the end of the quarter of the calendar year to which such accounting relates. The annual and quarterly accountings shall be presented in a manner to permit comparison to budgets and cash flow projections submitted previously pursuant to Section 6.03.

### **ARTICLE VII: POWERS OF THE TRUSTEE**

**7.01. General Powers.** Subject to the limitations set forth in this Amended Trust Agreement and the Settlement Agreement, the Trustee shall have fiduciary powers to take any and all actions that, in the judgment of the Trustee, are necessary to be exercised in a fiduciary capacity to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Article VII or in the Settlement Agreement, all powers reasonably incidental to such powers, and any trust power now or hereafter permitted under the law governing the Trust.

**7.02. Specific Powers.** Without limiting the generality of Section 7.01, and subject to the other provisions of this Amended Trust Agreement, the Settlement Agreement, a Court-Approved Procedure, or other order of the Court, the Trustee shall have the power:

(a) to receive, hold, and administer hereunder, as part of the Trust Estate (i) the funds delivered to the Trust from time to time by Wyeth pursuant to the Settlement Agreement; (ii) any

recoveries with respect to amounts previously expended by the Trust (such as, without limitation, refunds of taxes or administrative expenses previously paid by the Trust); and (iii) any interest or other earnings on any of the foregoing;

(b) to invest and reinvest the funds of the Trust as provided in this Amended Trust Agreement;

(c) to employ and compensate from the Trust Estate counsel, accountants, appraisers, and other parties determined by the Trustee to be qualified as experts on such matters as may arise before the Trustee, and the opinion of such parties on or with respect to any matters submitted to them by the Trustee shall be full and complete protection to the Trustee with regard to any action taken by the Trustee hereunder in good faith and in accordance with such opinion;

(d) to indemnify any Person entitled to indemnification under this Amended Trust Agreement and to purchase insurance to effect such indemnification, in accordance with this Amended Trust Agreement;

(e) to appoint or hire such employees, and engage such legal, financial and other advisors and agents as are determined to be necessary by the Trustee for the proper administration of the Trust, and to compensate such officers, employees, advisers and agents for their services;

(f) to enter into such other arrangements with third parties as are determined by the Trustee to be useful in carrying out the purposes of the Trust (including, without limitation, engaging one or more financial institutions to act as paying agent, depository, custodian, or trustee with respect to funds, reserves or accounts created hereby or established pursuant to this Amended Trust Agreement), and to compensate such third parties for their services;

(g) to delegate any or all of the discretionary power and authority herein conferred at any time with respect to the investment of the Trust Estate to any one or more individual or institutional advisors or investment managers determined by the Trustee to have demonstrated the experience and qualifications necessary for the responsible exercise of such discretion and engaged by the Trustee in accordance with this Amended Trust Agreement, and to compensate such advisors and managers for their services;

(h) to acquire, own, lease and convey such real and personal properties, in such locations as the Trustee may determine to be necessary or desirable for the proper administration of the Trust;

(i) to adopt and amend By-laws to manage internal affairs of the Trust and the Trustee, and rules and procedures for the operation of the Trust and the employees of the Trust, as the Trustee may determine is necessary or desirable for the governance or administration of the Trust, not inconsistent with the Settlement Agreement, this Amended Trust Agreement, a Court-Approved Procedure, or other order of the Court, provided, however, that any matter involving the administration of claims shall be the subject of a CAP, and the Trustee shall consult with Class Counsel and Wyeth (and, as to any matter relating to the administration of any

benefits created by the Seventh Amendment, the SALC) before adopting any rule or procedure that involves or, in the judgment of the Trustee may involve, a matter of claims administration not addressed in an existing CAP;

(j) to assign, pledge, or otherwise transfer or encumber Trust assets to the extent the Trustee determines necessary or desirable in the ordinary course of administration of the Trust;

(k) to obtain and pay the premiums for such fidelity bonds and other insurance policies as the Trustee may determine is reasonably necessary or desirable for the protection of the Trust or the Trustee;

(l) to borrow money and issue notes, guaranties and other evidences of indebtedness (which notes, guaranties or other evidences of indebtedness shall exonerate the Trustee from personal liability with respect thereto) on behalf of the Trust, to the extent the Trustee determines necessary or desirable for the proper administration of the Trust; provided, however, that except for contracts or leases for the purchase or lease of items necessary for the proper administration of the Trust, the Trustee shall have no power to borrow money or issue notes, guaranties, or other evidences of indebtedness in an amount outstanding at any one time in excess of \$100,000 unless the Trustee receives the prior approval of Class Counsel, Wyeth, and the Court for a greater amount;

(m) to consult with Wyeth and Class Counsel (and, as to any matter relating to the administration of any benefits created by the Seventh Amendment, with the SALC) at such times with respect to such issues relating to the conduct of the Trust as the Trustee considers desirable, and/or as requested by Class Counsel or Wyeth (or, as to any matter relating to the administration of any benefits created by the Seventh Amendment, the SALC);

(o) to enter into any contract or otherwise engage in any transaction with the Trustee or Entity affiliated with the Trustee, provided that: (a) such contract or transaction is approved by Class Counsel and Wyeth after full disclosure of all relevant facts; and (b) the terms and conditions of such contract or transaction are approved by the Court.

**7.03. *Specific Limitation on Powers.*** The Trustee shall not have the power to guarantee any debt of other Persons.

**7.04. *Prior Approval of Trustee Actions.*** Except as expressly provided in this Amended Trust Agreement, the Settlement Agreement, a CAP, or other order of the Court, the Trustee need not obtain the order or approval of Wyeth, Class Counsel, SALC, or the Court in the exercise of any power or discretion conferred upon the Trustee in this Article VII; provided, however, that the Trustee shall obtain approval of Wyeth, Class Counsel, and the Court before: (i) making any expenditures or incurring any liability of any category not anticipated in the most recently approved budget; (ii) making any expenditures or incurring any liability in an amount which causes the total amount spent with respect to a category or line item in the most recently approved budget to exceed the lesser of 110% or \$100,000 more than the total amount stated in such budget for such category or line item; (iii) incurring any obligation by which the Trust would lease or own real property; or (iv) entering into any contract the term of which is for six

months or more, or that could result in the Trust having an obligation, at any time or over time, of \$100,000 or more. This Section shall not apply to the payment of or provision of Settlement benefits by the Trustee to Class Members.

#### **ARTICLE VIII: TERMINATION AND REVERSION**

**8.01. *Trust Termination.*** Subject to Article X, the Trust shall terminate within a reasonable time following: (1) the Trustee's determination that all of the purposes of the Trust have been met; (2) the Final Payment has been made by Wyeth pursuant to Section III.C.4 of the Settlement Agreement; (3) notice by the Trustee to Wyeth, Class Counsel, and the Court of such determination, the agreement of Class Counsel and Wyeth and a recommendation to the Court that the Trust be terminated; (4) the Court's approval of termination of the Trust, and (5) the winding down of the Trust; provided, however, that in no event shall the Trust continue beyond the expiration of 21 years from the death of the survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James's, living on the date this Amended Trust Agreement is executed.

**8.02. *Non-Reversion.*** Subject to Article X, Wyeth has no right of reversion in the Trust. No amount remaining in the Trust Estate after termination of the Trust shall be distributed to Wyeth, but instead shall be transferred by the Trustee to the Medical Research and Education Fund created pursuant to Section IV.A.3.a of the Settlement Agreement.

#### **ARTICLE IX: TAX MATTERS**

**9.01. *Federal Tax Status; Qualified Settlement Fund; Tax Filings.*** The Trust is intended to constitute a single "qualified settlement fund" for federal tax purposes as described in Treas. Reg. Section 1.468B-1. Subject to Article X, the Trustee shall comply with all requirements applicable to such a qualified settlement fund, including without limitation all tax filing, payment and reporting requirements imposed by Treasury Regulations issued under Section 468B of the Code, any successor provisions thereto, any comparable provisions of state or local tax laws, or otherwise, except to the extent that there has been a final determination, binding on the applicable taxing authority, the Trustee, and Wyeth to the effect that other requirements apply to the Trustee in lieu of the qualified settlement fund requirements. The Trustee shall take any action or cause the Trust to take any action necessary to create and maintain the status of the Trust as a qualified settlement fund. The Trustee shall take no action that will adversely affect the qualification of the Trust as a qualified settlement fund.

**9.02. *Taxable Year and Accounting Method.*** The taxable year of the Trust shall be the calendar year. The Trust shall use an accrual method of accounting within the meaning of Section 446(c) of the Code.

**9.03. *Relation-Back Election.*** At the option of Wyeth, the Trustee and Wyeth shall join in the filing of a "relation-back election" within the meaning of Treas. Reg. Section 1.468B-1(j)(2) with respect to the Trust. Pursuant to such election, the Trustee shall comply with all of the requirements contained in Treas. Reg. Section 1.468B-1(j)(2) that apply to such election.

**9.04. Tax Information to be Provided to Wyeth.** The Trustee shall provide to Wyeth such information as is requested by Wyeth regarding the operations of the Trust, including the amounts of distributions from the Trust Estate, in such detail as is reasonably necessary to enable Wyeth to determine properly its applicable tax obligations on a timely basis. Such information shall be provided within 45 days after the end of each calendar quarter, within 45 days after the end of each calendar year, and at such other times as Wyeth may reasonably request in order to compute its estimated taxes.

**9.05. Tax Returns; Tax Payments.** The Trustee shall timely file such income tax and other returns and statements as are required to comply with applicable provisions of the Internal Revenue Code and of any state law and the regulations promulgated thereunder. The Trust shall be responsible for paying (or reimbursing Wyeth for) taxes and any other obligations or liabilities of any and all kinds whatsoever which at any time are lawfully levied, assessed upon or become payable in respect of the Trust or the Trust Estate.

#### **ARTICLE X: EFFECT OF TERMINATION OF SETTLEMENT AGREEMENT**

**10.01. General.** If the Settlement Agreement is terminated for any reason, the Trust shall no longer have as its purpose the administration of the Settlement Agreement, except that the Trust shall remain in effect to administer the AIO Individual Agreements, if applicable.

**10.02. Transfer of Trust Estate.** Within five Business Days after the date on which the Settlement Agreement is terminated for any reason, the Trustee shall transfer the Trust Estate to Wyeth, except to the extent provided in Section V.H.2 of the Settlement Agreement.

**10.03. Operation of Trust.** If the Settlement Agreement is terminated for any reason, the operation of the Trust and Wyeth's rights and obligations under the Settlement Agreement shall be deemed to be modified as provided in Sections V.H.2 and V.H.3 of the Settlement Agreement.

**10.04. Amendment of Trust Agreement.** If the Settlement Agreement is terminated for any reason, this Amended Trust Agreement shall be subject to amendment if and to the extent agreed upon by Wyeth and Class Counsel pursuant to Section V.H.4 of the Settlement Agreement or as directed by arbitrators pursuant to Section V.H.5 thereof. No such amendment shall reduce the protections from or limitation of liability of the Trustee or the indemnifications, liens or compensation provided to the Trustee under this Amended Trust Agreement with respect to any action or omission of any Trustee arising prior to any such amendment of this Amended Trust Agreement.

**10.05. Effect on Tax Status.** If the Settlement Agreement is terminated for any reason, the Trustee shall consult with qualified legal counsel acceptable to Wyeth regarding whether the Trust would continue to be taxed as a "qualified settlement fund" and, if such legal counsel opine that the Trust would no longer be taxed in that manner, the Trustee shall no longer manage the Trust as a "qualified settlement fund", provided that nothing herein shall relieve the Trustee of the obligation to provide timely information to Wyeth pursuant to Section 9.04 or to file all

required tax returns and statements and to pay, or reimburse Wyeth for, taxes or other obligations in accordance with Section 9.05.

**10.06. Termination of Trust for Alternative Mechanism.** If the Settlement Agreement is terminated for any reason, and if Wyeth and Class Counsel mutually agree, pursuant to Section V.H.4.a of the Settlement Agreement, that a different mechanism should be established for administering the AIO Individual Agreements than this Trust, or if arbitrators so determine pursuant to Section V.H.5 thereof, this Trust shall terminate in such manner and at such time as shall be so agreed or determined, notwithstanding the fact that such termination might occur prior to the date on which this Trust would terminate pursuant to Article VIII. In the event of such a termination, the balance, if any, of the Trust Estate, after payment or reservation for any authorized expenses incurred prior thereto, shall be distributed to Wyeth subject to any different disposition of such balance which is mutually agreed between Class Counsel and Wyeth pursuant to Section V.H.4 of the Settlement Agreement or directed by the arbitrators pursuant to Section V.H.5 thereof.

## ARTICLE XI: GENERAL PROVISIONS

**11.01. Irrevocability.** Subject to Article X, the Trust is irrevocable.

**11.02. Recordation.** This Amended Trust Agreement shall be recorded in such places as Wyeth or the Trustee shall deem necessary or advisable.

**11.03. Consultation with Wyeth, Class Counsel, and SALC.** The Trustee shall have the right to consult with Class Counsel and counsel for Wyeth (and, as to any matter relating to the administration of any benefits created by the Seventh Amendment, with the SALC) as the Trustee may determine is necessary or appropriate for the proper administration of the Settlement Agreement and the Trustee's duties under this Amended Trust Agreement. The Trustee shall communicate its requests for consultation, orally or in writing, through the Persons identified in Section 11.06.

**11.04. Trust Severance Benefit Plan and Trust Executive Retention Plan.** The Trust Severance Benefit Plan adopted on January 1, 2004 (copy attached as Exhibit B), and the Trust Executive Retention Plan adopted on November 18, 2004 (copy attached as Exhibit C), shall continue in full force and effect for a period of four months following the Effective Date of the Ninth Amendment. During such four-month period, the Trustee shall not, except as required by law or by order of the Court, modify or amend the level of benefits or the persons covered by the Trust Severance Benefit Plan or the Executive Retention Plan. After the expiration of such four-month period, the Trustee may terminate, modify, and/or amend the Trust Severance Benefit Plan and/or the Trust Executive Retention Plan, as determined in a Court-Approved Procedure or otherwise ordered by the Court. During any period in which a person is receiving any payments under the Trust Severance Benefit Plan or the Trust Executive Retention Plan such person shall provide, without additional compensation, cooperation and assistance to the Trustee, as reasonably requested by the Trustee. Any such person who fails to do so shall forfeit all benefits under the Trust Severance Benefit Plan or Trust Executive Retention Plan.

**11.05. Conflict with Settlement Agreement.** In the event of a conflict between the terms of this Amended Trust Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

**11.06. Demands, Notices and Communications.** All formal demands, notices and communications by and among Wyeth, Class Counsel, SALC, and the Trustee shall be in writing and shall be deemed to have been properly given when received. Any notice or other communication made pursuant to this Amended Trust Agreement shall be sent, as applicable, to the Persons listed below at the addresses set forth below. Wyeth, Class Counsel and the Trust or Trustee may each change its designated recipient and/or its address by written notice to the others.

If to Wyeth, to:

Orran L. Brown  
BrownGreer PLC  
115 S. 15<sup>th</sup> Street, Suite 400  
Richmond, Virginia 23219

If to Class Counsel, to:

Michael D. Fishbein  
Levin, Fishbein, Sedran & Berman  
510 Walnut Street, Suite 500  
Philadelphia, Pennsylvania 19106-3875

If to the Trust or to the Trustee, to:

Martin Rudolph  
AHP Settlement Trust  
1818 Market Street  
19<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19103-3601

If to the SALC, to:

Wayne R. Spivey  
Shrager Spivey & Sachs  
Two Commerce Square  
32<sup>nd</sup> Floor  
2001 Market Street  
Philadelphia, Pennsylvania 19103

**11.07. Severability.** Should any provision of this Amended Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the

enforceability and operative effect of any and all other provisions of this Amended Trust Agreement.

**11.08. Headings.** The headings used in this Amended Trust Agreement are inserted for convenience only and shall not affect the construction of any provisions of this Amended Trust Agreement.

**11.09. Section and Article References.** Unless otherwise specified, references to a Section or Article refer to a Section or Article of this Amended Trust Agreement.

**11.10. Amendment.** Subject to Article X, this Amended Trust Agreement may be amended only by order of the Court; provided, however, that any amendment that would adversely affect or increase the obligations of Wyeth shall require the consent of Wyeth and any amendment that would adversely affect or decrease the benefits of Class Members shall require the consent of Class Counsel; and provided further, that this Amended Trust Agreement shall not be amended in any manner that adversely affects the treatment of the Trust as a qualified settlement fund (as described in Article VIII).

**11.11. Governing Law.** Questions relating to the establishment, validity and purposes of this Trust and the Trust Estate and relating to jurisdiction with respect to actions against the Trust or any of the Trustee shall be governed by federal law; questions relating to management, administration and investment of the Trust and the Trust Estate and to the powers and liabilities of Trustee shall be governed by the law of the Commonwealth of Pennsylvania.

**11.12. Jurisdiction and Venue.** The Parties submit to the continuing and exclusive jurisdiction of the Court for purposes of any suit, action or proceeding seeking to interpret or enforce any provision of, or based on any right arising out of, this Amended Trust Agreement. The Parties shall not commence any such suit, action, or proceeding except in the Court. The Parties waive any objection to the laying of venue of any such suit, action, or proceeding in the Court and further waive and agree not to plead or claim in the Court that any such suit, action or proceeding has been brought in an inconvenient forum. As used in this Section 11.12, the "Parties" shall include all Class Members and any other person who may receive, or who claims any entitlement to receive, any benefit whatsoever from the Trust.

**11.13. Trust Location.** The Trust shall maintain its principal offices within the geographic limits of the United States District Court for the Eastern District of Pennsylvania.

IN WITNESS WHEREOF, Wyeth has caused this Amended Trust Agreement to be executed by a duly authorized officer or representative of Wyeth, and Class Counsel and the Trustee have each executed this Trust Agreement, all as of the date first written above.

By:  \_\_\_\_\_ WYETH, AS TRUSTOR

Name: DOUGLAS A DWORKIN

Title: VICE PRESIDENT & DEPUTY GENERAL COUNSEL

Date: 5/18/05

**CLASS COUNSEL**

\_\_\_\_\_  
Arnold Levin, Esquire  
Michael d. Fishbein, Esquire  
LEVIN, FISHBEIN, SEDRAN & BERMAN  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106

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

\_\_\_\_\_  
Gene Locks, Esquire  
LOCKS LAW FIRM  
1500 Walnut Street  
Philadelphia, PA 19102

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

\_\_\_\_\_  
Sol H. Weiss, Esquire  
ANAPOL, SCHWARTZ, WEISS, COHAN,  
FELDMAN & SMALLEY, P.C.  
1900 Delancey Place  
Philadelphia, PA 19103

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

\_\_\_\_\_  
Stanley Chesley, Esquire  
WAITE, SCHNEIDER, BAYLESS &  
CHESLEY  
1513 Central Trust Tower  
Fourth & Vine Sts.  
Cincinnati, Ohio 45202

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CLASS COUNSEL**



Date: 5.4.05

Arnold Levin, Esquire  
Michael d. Fishbein, Esquire  
LEVIN, FISHBEIN, SEDRAN & BERMAN  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106



Date: 5.4.05

Gene Locks, Esquire  
LOCKS LAW FIRM  
1500 Walnut Street  
Philadelphia, PA 19102



Date: 5.4.05

Sol H. Weiss, Esquire  
ANAPOL, SCHWARTZ, WEISS, COHAN,  
FELDMAN & SMALLEY, P.C.  
1900 Delancey Place  
Philadelphia, PA 19103



Date: 5.4.05

Stanley Chesley, Esquire  
WAITE, SCHNEIDER, BAYLESS &  
CHESLEY  
1513 Central Trust Tower  
Fourth & Vine Sts.  
Cincinnati, Ohio 45202

Charles R. Parker, Esquire

Charles R. Parker, Esquire  
LOCKE, LIDDELL & SAPP, LLP  
3400 JP Morgan Chase Tower  
600 Travis  
Houston, TX 77002

Date: 5.4.09

John J. Cummings, Esquire

John J. Cummings, Esquire  
CUMMINGS, CUMMINGS &  
DUDENHEFER  
416 Gravier Street  
New Orleans, LA 70130

Date: 5.4.05

**TRUSTEE**

Martin Rudolph  
Martin Rudolph  
AHP Settlement Trust  
1818 Market Street  
19<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19103-3601

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

\_\_\_\_\_  
Charles R. Parker, Esquire  
LOCKE, LIDDELL & SAPP, LLP  
3400 JP Morgan Chase Tower  
600 Travis  
Houston, TX 77002

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

\_\_\_\_\_  
John J. Cummings, Esquire  
CUMMINGS, CUMMINGS &  
DUDENHEFER  
416 Gravier Street  
New Orleans, LA 70130

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

**TRUSTEE**

  
\_\_\_\_\_  
Martin Rudolph  
AHP Settlement Trust  
1818 Market Street  
19<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19103-3601

Date: 5/19/05

**AHP SETTLEMENT TRUST**  
**2004 – 2005 Insurance Summary**



LINE OF COVERAGE	CARRIER	TERM	PREMIUM
<b>General Liability</b>	<b>St. Paul</b> Policy #CK06402899	<b>2/25/04-2/25/05</b>	<b>\$90,084</b>
<i>Comments:</i> Limits are \$1,000,000 each occurrence/\$2,000,000 general aggregate; excludes professional liability.			
<b>Hired &amp; Non-Owned Automobile Liability</b>	<b>St. Paul</b> Policy #CK06402899	<b>2/25/04-2/25/05</b>	<b>\$3,217</b>
<i>Comments:</i> \$1,000,000 Combined Single Limit			
<b>Commercial Property</b>	<b>St. Paul</b> Policy #CK06402899	<b>2/25/04-2/25/05</b>	<b>\$17,415</b>
<i>Comments:</i> Replacement cost, limits of \$2,933,000 business personal property, \$500,000 valuable papers, with \$1,000 per loss deductible.			
<b>Employee Dishonesty</b>	<b>St. Paul</b> Policy #CK06402899	<b>2/25/04-2/25/05</b>	<b>Included in Property</b>
<i>Comments:</i> Limits of \$25,000 per loss, including ERISA			
<b>Workers' Compensation</b>	<b>Hartford</b> Policy #39WECGK0490	<b>1/26/04-1/26/05</b>	<b>\$51,821</b>
<i>Comments:</i> Statutory limits for Coverage A; \$500,000/\$500,000/\$500,000 limits for Coverage B			
<b>Umbrella</b>	<b>Fireman's Fund</b> Policy #XYZ86243094	<b>2/25/04-2/25/05</b>	<b>\$19,226</b>
<i>Comments:</i> Limit of \$10,000,000 each occurrence/\$10,000,000 aggregate			
<b>Crime</b>	<b>St. Paul</b> Policy #464CF0123	<b>9/19/04-9/19/05</b>	<b>\$35,100</b>
<i>Comments:</i> \$3,000,000 Limit; \$50,000 Deductible			
<b>Errors &amp; Omissions – Claims Made</b>	<b>Illinois Union</b> Policy #EONG21634864003	<b>2/28/04-2/28/05</b>	<b>\$196,620 (Plus \$5,913.60 Surplus Lines Tax and Stamping Fee)</b>
<i>Comments:</i> Limits of \$5,000,000 per claim/\$10,000,000 aggregate; \$200,000 per claim deductible			
<b>Excess Errors &amp; Omissions – Claims Made</b>	<b>Indian Harbor</b> Policy #MPE001565001	<b>2/28/04-2/28/05</b>	<b>\$115,000 (Plus \$3,465.00 Surplus Lines Tax and Stamping Fee)</b>
<i>Comments:</i> Limits of \$5,000,000 per claim aggregate, excess of \$10,000,000 aggregate			

**EXHIBIT A**

This Insurance Summary confirms coverage to be provided by the policy numbers listed herein and is subject to all the Terms and Conditions of the Insurance policies to be issued to you by the respective insurance carriers. This Insurance Summary does not change or amend the terms of conditions of your coverage in any way. The descriptions of coverage and listings of exclusions or limitations of coverage contained in this document are for illustrative purposes only. Please refer to the policy for complete information.

**AHP SETTLEMENT TRUST**  
**2004 – 2005 Insurance Summary**



<b>LINE OF COVERAGE</b>	<b>CARRIER</b>	<b>TERM</b>	<b>PREMIUM</b>
<i>Directors' &amp; Officers' Liability – Claims Made</i>	<b>Greenwich</b> Policy #ELU84760-01	<b>9/6/03-9/6/05</b>	<b>\$746,336</b>
<i>Comments: Limits of \$25,000,000 term aggregate, with per loss deductibles of \$0/\$250,000/\$250,000</i>			
<i>First Layer Excess Directors' &amp; Officers' Liability – Claims Made</i>	<b>Arch Insurance</b> Policy #DOX000131300	<b>9/6/04-9/6/05</b>	<b>\$180,500</b>
<i>Comments: Limits of \$12,500,000 term aggregate, excess of \$25,000,000 term aggregate</i>			
<i>Second Layer Excess Directors' &amp; Officers' Liability – Claims Made</i>	<b>ACE American</b> Policy #DOXG21661879002	<b>9/6/04-9/6/05</b>	<b>\$144,000</b>
<i>Comments: Limit of \$12,500,000 term aggregate excess of \$37,500,000 term aggregate</i>			
<i>Third Layer Excess Directors' &amp; Officers' Liability – Claims Made</i>	<b>Federal</b> Policy #8181-1002	<b>9/6/04-9/6/05</b>	<b>\$138,700</b>
<i>Comments: Limit of \$15,000,000 term aggregate excess of \$50,000,000 term aggregate</i>			

This Insurance Summary confirms coverage to be provided by the policy numbers listed herein and is subject to all the Terms and Conditions of the insurance policies to be issued to you by the respective insurance carriers. This Insurance Summary does not change or amend the terms of conditions of your coverage in any way. The descriptions of coverage and listings of exclusions or limitations of coverage contained in this document are for illustrative purposes only. Please refer to the policy for complete information.

**AHP SETTLEMENT TRUST  
SEVERANCE BENEFIT PLAN**

January 1, 2004

**EXHIBIT B**

The Severance Pay Plan (the "Plan") sets forth the policy of the AHP Settlement Trust (the "Trust") regarding severance pay. Payments under the Plan are entirely discretionary and determined on a case-by-case basis. If benefits are paid, they will be funded entirely from general Trust assets. This Summary Plan Description describes the terms of the Plan in effect as of January 1, 2004 and serves as a part of the controlling Plan document. Any prior severance plan, policy or informal practice with respect to the payment of severance, separation or termination pay is superceded. The Trust reserves the right to amend, modify or terminate this Plan at any time, in its sole discretion.

## **COVERED EMPLOYEES**

The following employees may become eligible under the Plan (Employees):

- Full-Time Employees who are regularly scheduled to work a minimum of 40 hours per week.

An Employee must be in active employment as shown on the Trust's payroll records or, solely to the extent required by law, on a leave of absence in order to be an Eligible Employee. Part-time employees, co-operatives students and temporary employees hired for a specific or limited duration and/or who are employed by a temporary employment agency and not the Trust, as well as employees classified by the Trust as independent contractors or consultants, regardless of whether or not such classification is subsequently upheld for any purpose by a court or a federal, state or local regulatory or administrative authority, are not eligible to participate in this Plan. Whether an individual is an Employee or an Eligible Employee is determined by the Plan Administrator in its sole discretion.

## **ELIGIBILITY FOR SEVERANCE PLAN**

If an Employee described above is involuntarily and permanently terminated by the Trust for one of the following reasons, the Employee may, solely at the discretion of the Trust (as described below), receive severance pay.

- Reduction in force or job elimination. Whether a reduction in force or job elimination has occurred shall be conclusively determined by the Trust in its sole discretion; or
- Trust-initiated termination for any reason not constituting a termination for cause, under other circumstances which the Trust, within its sole discretion, determines warrants a discretionary award of severance pay.

An Employee is ineligible for benefits under the Plan unless he or she signs a waiver and release agreement in such form, and within such time, as is acceptable to the Trust in its discretion. The Trust may require more than one waiver and release in accordance with this paragraph.

Even if an Employee would otherwise be eligible for severance, unless the Trust in its sole discretion determines otherwise, he or she will not be eligible for benefits under this Plan if any of the following apply:

- The Employee has been offered an alternative position with the Trust;
- The Employee has been laid off, and there is a reasonable expectation, in the opinion of the Trust, that the Employee's layoff will be temporary and that he or she will be recalled to work;
- The Employee is terminated for cause, as determined by the Trust in its sole discretion;
- The Employee improperly discloses or uses confidential, proprietary and/or privileged information;
- The Employee acts to the detriment of the Trust, as determined by the Plan Administrator in its sole discretion, after being notified that he or she will be terminated;

- The Employee voluntarily terminates employment with the Trust by quitting, resigning, abandoning his or her job, retiring, failing to return from a leave of absence or otherwise, or has provoked such termination, as determined by the Plan Administrator in its sole discretion;
- The Employee is covered by an individual employment agreement or other contractual arrangement providing for severance benefits, separation pay, or any other form of termination pay, payments or post-termination benefits, or which contains a provision requiring the individual to be given notice prior to termination;
- The Employee fails to return all Trust property within seven (7) days following termination of employment, including, but not limited to, files, records, confidential and proprietary information, keys, product samples, credit cards, building access card, computer equipment, fax and answering machines; or
- The Trust otherwise determines, in its sole discretion, that benefits under the Plan will not be paid to the Employee.

### AMOUNT OF SEVERANCE PAY

Severance pay may be given to an Eligible Employee (as defined below) in an amount determined in the sole discretion of the Trust; in most cases, severance pay is based upon the length of the Employee's Continuous Service (as defined below) as well as the position held by the Employee. The following schedule will apply unless the Trust determines otherwise in an individual instance:

Completed Month of Continuous Service	Amount of Severance			
	<u>Line Staff</u>	<u>Supervisors</u>	<u>Managers &amp; Asst Directors</u>	<u>Directors &amp; Management Committee</u>
0 - 3 months	None	None	None	to be determined
3 - 9 months	1 week	2 weeks	3 weeks	to be determined
9 - 24 months	2 weeks	4 weeks	6 weeks	to be determined
24+ months	3 weeks	6 weeks	9 weeks	to be determined

The Trust, in its sole discretion may determine whether to pay severance pay on account of partial months of Continuous Service or on account of any other circumstances and may, in its sole discretion, elect to pay more or less than the general guidelines set forth above.

## **REDUCTION OF SEVERANCE PAY**

Unless the Trust in its sole discretion determines otherwise, severance pay shall be reduced by the amount of any severance or termination pay, or pay in lieu of notice, paid or required to be paid to the Eligible Employee under any applicable law, including the Worker Adjustment and Retraining Notification Act (WARN) and any similar state laws.

## **APPROVALS**

No severance pay may be paid on account of an Employee unless the Employee is designated and approved for such severance pay by the Trust's Director of Human Resources. For an Employee at the level of Manager, Assistant Director or higher, no severance pay may be paid unless the Employee is designated and approved for such severance pay by the Executive Director or his designee. Payments of severance pay in excess of nine weeks' pay must be approved in writing by the Executive Director.

## **WHEN PAYMENTS ARE MADE**

Any severance benefits under this Plan will be paid at such time and in such form as the Trust in its sole discretion determines. In most cases, severance pay is paid in a lump sum, or in periodic payments made in accordance with the Trust's normal payroll practice applicable to the Eligible Employee. The Plan Administrator shall withhold from severance payments such federal and state income taxes, payroll and other applicable taxes, and deductions as the Plan Administrator deems appropriate. Payment of severance benefits shall not commence prior to the date the Employee has returned a duly executed waiver and release agreement, and not revoke such waiver and release agreement, where applicable, in a form acceptable to the Trust and such waiver and release agreement has become effective in accordance with its terms.

## **OFFSETS**

Any severance paid under this Plan may be reduced to the extent necessary to take into account any outstanding financial obligations the Eligible Employee has to the Trust. Any offset determinations will be made by the Trust in its sole discretion.

## **REEMPLOYMENT DURING SEVERANCE PERIOD**

If an Eligible Employee is reemployed by the Trust during the Severance Period (as defined below), all severance payments then being paid to him or her under the Plan shall cease. If severance payments were paid to the Eligible Employee in a lump sum, he or she may be required to repay to the Trust, as a condition to such reemployment, a portion of the severance payments received by the Eligible Employee, determined by the Plan Administrator in its sole discretion. Any reemployment or repayment under this provision will not affect the validity of the previously executed waiver and release agreement.

## **ADMINISTRATION OF THE PLAN**

The Trust's Director of Human Resources is the Plan Administrator. The Plan Administrator has authority to control and manage the operation and administration of the Plan and make such rules and regulations and take such actions to administer the Plan as it may deem appropriate. The Plan Administrator's duties may be carried out on its behalf by its delegates (who act in their own capacity as such and not as individual fiduciaries). The Plan Administrator may also engage the services of other persons or organizations, such as actuaries, attorneys, accountants and consultants to render advice and perform services.

The Plan Administrator, in its capacity as "named fiduciary" as defined under Section 402(a)(2) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), shall have the discretionary authority to find facts to interpret and construe the terms of the Plan and to determine eligibility for Plan benefits in accordance with the terms of the Plan. Any construction or interpretation of the Plan's terms or determination made by the Plan Administrator as to facts or eligibility for benefits shall be final and binding upon the Trust, Employees and their spouses, dependents, heirs, successors and assigns, unless such construction, interpretation or determination is finally determined by a court of competent jurisdiction to be arbitrary or capricious.

Decisions reserved under the Plan to the Trust in its discretion are made by the Trust in its corporate capacity, rather than as Plan Administrator, considering such facts as the Trust may deem relevant in any particular case and are not required to be made on a uniform or consistent basis. This means that, in the Trust's discretion, similarly situated Eligible Employees may be paid different amounts of severance pay under this Plan.

## **AMENDMENT OR TERMINATION OF THE PLAN**

The Trust may amend, modify or terminate the Plan, in whole or in part, at any time and from time to time, in its sole discretion by action of the Trustees.

## **CLAIMING BENEFITS**

If your employment is terminated as described above, you will be advised if you are eligible for benefits under the Plan. As the payment of the benefits under the Plan is entirely within the discretion of the Trust, you will not be required to submit a claim form, nor will you receive an explanation as to why benefits were not granted or why benefits were granted in any particular amount. If, however, you feel that the terms of the Plan were not properly applied to you, you may submit a formal claim, as described below.

## **REQUESTING A REVIEW OF CLAIMS**

If you feel that the terms of the Plan were not properly applied to you, you may submit a written claim for benefits within 45 days to the Director of Human Resources. Within 90 days after receiving a claim for benefits, the Director of Human Resources (or its delegate) will either accept or deny the claim in whole or in part, and notify you of the decision. If special circumstances require an extension of time for processing your claim you will be notified of the need for an extension and a decision will be given as soon as possible but not later than 180 days after your claim is initially received.

If your claim for benefits is denied, you will be notified in writing of the denial. The notice will explain the specific reason(s) for the denial, specific references to the Plan provisions on which the

denial is based, a description of any additional material or information that you must provide in order to support your claim, an explanation of why such material or information is necessary, an explanation of the Plan's appeal procedures and a statement of your rights to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act ("ERISA").

If your claim for benefits is denied, you are entitled to appeal the denial. Within 60 days of receiving the denial, you may appeal the denial by submitting a written letter of appeal to the Chief Operating Officer. Your appeal should include the reason you believe your claim was improperly denied and any additional material or information that you think is appropriate. You also have the right to review pertinent Plan documents and submit issues and comments regarding your claim in writing to the Chief Operating Officer.

You will be advised of the Chief Operating Officer's decision in writing, usually within 60 days after the Plan receives your appeal. If special circumstances require an extension of time for processing your appeal, you will be notified of the need for an extension and a decision will be given as soon as possible but not later than 120 days after your appeal is received. If your appeal is denied, you will be given a written notification of the denial, which will explain the specific reason(s) for the denial and specific references to the Plan provisions on which the denial is based, a statement that you have a right to receive, upon request and free of charge, reasonable access to and copies of, all documents, records, and other information relevant to the claim for benefits (The Human Resources Director, in its sole discretion, will determine whether requested information is relevant to the claim, in accordance with the Claims Procedure Regulations), and a statement of your right to bring an action under Section 502(a) of ERISA.

## **DEFINITIONS**

For purposes of this Plan, the following terms shall have the meanings set forth below:

**Continuous Service** means the Employee's uninterrupted employment (from the date of hire to the date of termination) by the Trust and any of its affiliates, including an approved leave of absence. If any Employee terminates employment but is rehired by the Trust within two months of termination, the Employee shall retain his or her original Continuous Service date.

**Eligible Employee** means a covered Employee, as described above, who has been terminated under an event for which severance pay may be provided under the Plan, and who is not rendered ineligible for severance pay due to failure to timely provide an executed waiver and release agreement or any other event described in the Plan. The term Eligible Employee shall also refer to any terminated Employee during the Severance Period who is receiving or has received severance pay under the Plan.

**Pay** used to calculate benefits shall be the Employee's base or regular pay and excludes such items as bonus, taxable fringe benefits, incentive, overtime or other premium pay. The amount of pay considered under the Plan shall be conclusively determined by the Plan Administrator.

**Severance Period** means the number of weeks of Pay used to determine the amount of the severance payment under the Plan, regardless of whether the severance is paid in a lump sum or installments.

## **OTHER IMPORTANT INFORMATION**

### **ADMINISTRATIVE INFORMATION**

The Severance Benefit Plan is an unfunded welfare benefit plan. The Plan is maintained by the AHP Settlement Trust, 701 Market Street, Suite 5555, Philadelphia, PA 19106.

The Employer Identification Number for the AHP Settlement Trust is 23-3022614. The Severance Benefit Plan's Identification Number is 003.

The Plan Administrator is The Director of Human Resources, Ken Woodring, AHP Settlement Trust, 701 Market Street, Suite 5555, Philadelphia, PA 19106, telephone number 215-701-3740.

The designated agent for service of legal process is the Chief Operating Officer. Service of legal process may also be made on the Plan Administrator.

The Plan year runs from January 1 through December 31.

### **YOUR ERISA RIGHTS**

As a participant in the AHP Settlement Trust Severance Benefit Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

#### **Receive Information about Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of the documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a benefit is denied in whole or in part, you have a right to know why this is done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. See "Other Important Information - Administrative Information" for the name, address and telephone number of the person to contact. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-800-998-7542.

**AHP SETTLEMENT TRUST  
EXECUTIVE RETENTION PLAN  
(EFFECTIVE \_\_\_\_\_)**

**AHP SETTLEMENT TRUST  
EXECUTIVE RETENTION PLAN**

1. **PURPOSE.** The AHP Settlement Trust Executive Retention Plan (the "Plan") is intended to assist AHP Settlement Trust (the "Trust") in retaining in its employ employees who are critical to the Trust's success by encouraging such employees to continue to dedicate their efforts and attention to the Trust's business by assuring such employees of their entitlement to an appropriate level of benefits for the remainder of their employment and to provide certain benefits in the event their employment is terminated by the Trust or following the termination of the Trust.

2. **DEFINED TERMS.** For purposes of the Plan, the following terms shall have the meanings indicated below:

(a) "Board" shall mean the Board of Trustees of the Trust or such other board or person that has authority with respect to the Trust comparable to the authority a board of directors has with respect to a corporation.

(b) "Cause" shall mean any act that constitutes embezzlement, theft, commission of a felony or dishonesty in the course of a Participant's employment or service with the Trust, a willful refusal to perform the normal duties of Participant's position, or other similar misconduct as determined by the Trust in its sole discretion.

(c) "Committee" shall mean the committee responsible for administering the Plan, as described in Section 4 hereof.

(d) "Disability" (and "Disabled") shall mean Participant's incapacity due to physical or mental illness to perform his or her full-time duties with the Trust for a continuous period of three months or an aggregate of six months in any eighteen-month period.

(e) "Participant" shall mean any individual employee of the Trust who is designated by the Committee as eligible to participate in the Plan and who is listed as a Participant on Appendix A hereto.

(f) "Trust" shall mean the AHP Settlement Trust.

3. **EFFECTIVE DATE OF PLAN.** This Plan shall be effective as of the date of its adoption by the Board, and approval of the court, if necessary, and shall remain in effect until terminated by the Board, as provided herein.

4. **ADMINISTRATION.**

(a) The Plan shall be interpreted, administered and operated by the Board, or such committee as may be established by the Board to act as the administrative committee with respect to the Plan (any such committee, or the Board itself, in its capacity as administrative committee shall be referred to herein as the "Committee"). The interpretation and construction

by the Committee of any provision of the Plan shall be final, binding and conclusive on all interested parties.

(b) The Committee shall hold meetings at such times and places as it may determine. Acts approved at a meeting by a majority of the members of the Committee or acts approved in writing by the unanimous consent of the members of the Committee shall be the valid acts of the Committee.

(c) The Committee shall, from time to time at its discretion, identify those employees who are to be Participants in the Plan.

(d) No member of the Committee shall be liable for monetary damages or otherwise with respect to any actions or omissions regarding the Plan except for his or her own acts of recklessness, willful misconduct or fraud.

(e) Indemnification.

(i) In addition to such other rights of indemnification as he or she may have as a member of the Board or the Committee, and with respect to administration of the Plan, each Committee member or former Committee member who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding of any kind, whether civil, administrative or arbitral, and whether brought by or against the Trust, by reason of such Committee member being or having been a Committee member shall be indemnified by the Trust against expenses, costs and fees of attorneys, judgments, awards, costs, amounts paid in settlement, and liabilities of all kinds that are not reimbursed by insurance and that are incurred by such Committee member in connection with or resulting from such action, suit, or proceeding if he or she acted in good faith and in a manner such Committee member reasonably believed to be in or not opposed to the best interest of the Trust; provided, however, that no Committee member shall be indemnified if such Committee member acted recklessly, with willful misconduct or fraudulently. All determinations necessary under this section shall be made by the Board of Trustees or the Court, with determinations by the Board of Trustees reviewable by the Court at the request of any interested party. The foregoing right of indemnification shall inure to the benefit of the heirs, executors or administrators of each member of the Committee and shall be in addition to all other rights to which such member of the Committee would be entitled as a matter of law, contract or otherwise. Any member of the Committee shall be entitled to indemnification and shall have such other rights, as would inure to the benefit of any member of the Board, treating service on the Committee as though such service constituted service as a member of the Board, without regard to whether such Committee member is (or ever was) a member of the Board.

(ii) Reasonable expenses, costs and fees of attorneys incurred by or on behalf of a Committee member or former Committee member in connection with any such action, suit or proceeding, whether civil, administrative or arbitral, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such Committee member or former Committee member to repay such amount if it shall be determined by the Court that such Committee member or former Committee member is not entitled to be indemnified by the Trust. Any Committee member or former Committee member retaining

counsel under circumstances where the costs and fees of counsel are not advanced pursuant to any insurance policy in connection with such an action, suit or proceeding shall disclose to the Board of Trustees the identity of counsel and the financial terms of engagement as a precondition to any such advance from the Trust, and the Board of Trustees shall determine whether retention of such counsel on such terms is reasonable. No repayment by any Committee member shall be required in the absence of a determination by the Court that such Committee member was not entitled to be indemnified by the Trust.

5. **ELIGIBILITY.** An employee shall be eligible to receive the benefits as listed in Appendix A if and only if such Employee is designated by the Committee as eligible to be a Participant in the Plan, and meets all of the requirements set forth below.

(a) Such Participant remains employed by the Trust continuously through the date of the termination of the Trust; or

(b) The Trust terminates such Participant's employment without Cause.

6. **RETENTION BENEFITS.** Each Participant who is eligible for benefits under the terms of this Plan shall receive as a severance benefit monthly severance equal to such Participant's salary (determined on a monthly basis) as in effect as of the date of such Participant's termination of employment for that period of months set forth with respect to each such Participant in Appendix A hereto, and shall also receive continuation of health coverage, as such coverage was in effect as of the date of such Participant's termination of employment for the same period of months as such Participant receives his or her severance; provided, however, that in the event such health coverage cannot be provided because the Trust no longer maintains such health plan, or is otherwise unable to arrange for such continued health coverage, such Participant shall receive as an additional monthly cash payment the amount that the Trust was paying for such Participant's health coverage on a monthly basis immediately prior to such Participant's termination of employment.

7. **TERMINATION BY THE TRUST.**

(a) Termination for Disability. In the event the Participant's employment terminates by reason of the Participant's Disability, Participant shall be entitled to payment of the benefits provided for in Section 6. The Trust may require Participant to provide such documentation of his or her Disability as it deems reasonably appropriate. If the Participant qualifies as disabled for purposes of Social Security disability benefits or for purposes of any long term disability plan sponsored by the Trust, the Participant shall be deemed to have qualified as Disabled for these purposes.

(b) Termination other than for Cause. In the event Participant is terminated by the Trust other than for Cause, Participant shall be entitled to payment of the benefits provided for in Section 6.

(c) Covenants by Participant. In the event a Participant's employment with the Trust terminates under circumstances that would entitle the Participant to receive the benefits provided for in Section 6, such benefits shall be contingent on Participant's agreement to the

following terms and conditions (and any such payments shall be terminated upon any failure by Participant to comply with such terms and conditions):

(i) Upon termination of Participant's employment with the Trust, Participant shall not discuss or use any confidential and/or secret information of a proprietary nature which is not otherwise publicly available;

(ii) Participant shall not voluntarily make any public statements concerning the Trust that Participant knows or should know would be damaging to the business or reputation of the Trust;

(iii) Participant shall sign a general release agreement; and

(iv) Participant shall agree to cooperate and be available following termination of employment to answer routine questions within the scope of Participant's previous employment, and to respond to requests for assistance with issues relating to Participant's previous employment.

For purposes of this Section 7, if notice of termination of a Participant's employment has been given by the Trust (other than for Cause), and Participant subsequently dies or becomes Disabled before Participant's termination of employment has occurred pursuant to the terms of such notice, Participant (or Participant's estate) shall be entitled to such benefit payments as would be payable if termination had occurred under the terms of the notice of termination.

8. NO MITIGATION OR OFFSET. The Trust agrees that Participant is not required to seek other employment or to take any other actions in connection with his or her entitlement to benefits hereunder (other than as specifically set forth herein), and that the benefits payable hereunder is not offset by any amounts Participant may receive from the Trust or from any other source.

9. SUCCESSORS AND ASSUMPTION OF PLAN LIABILITIES AND OBLIGATIONS.

(a) Death of a Participant. Amounts payable under the Plan shall inure to the benefit of and be enforceable by each of Participants and each Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees or other beneficiaries, as the case may be. If the death of a Participant occurs while any amount payable to such Participant hereunder (other than amounts which, by their terms, terminate upon the death of Participant) would be payable to such Participant had Participant continued to live, such amounts shall, except to the extent explicitly provided herein, be paid in accordance with the terms of this Plan to the executors, personal representatives or administrators of such Participant's estate.

10. NOTICES. For the purpose of this Plan, notices and all other communications provided for in the Plan shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to a Participant, to the address on file with the Trust and, if to the Trust, to the address set forth below, or to such other address as either party may have furnished to the other

in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Trust:

#### 11. CLAIMS PROCEDURES; EXPENSES.

(a) Claim for Benefits. A Participant may file with the Committee a written claim for benefits under the Plan if Participant believes that the Trust has not paid Participant all amounts due under the Plan. The Committee shall, within a reasonable time not to exceed ninety (90) days, unless special circumstances require an extension of time of not more than an additional ninety (90) days (in which event a Participant will be notified of the delay during the first ninety (90) day period), provide adequate notice in writing to any Participant whose claim for benefits shall have been denied, setting forth the following in a manner calculated to be understood by Participant: (i) the specific reason or reasons for the denial; (ii) specific reference to the provision or provisions of the Plan on which the denial is based; (iii) a description of any additional material or information required to perfect the claim, and an explanation of why such material or information is necessary; and (iv) information as to the steps to be taken in order that the denial of the claim may be reviewed. If written notice of the denial of a claim has not been furnished to a Participant, and such claim has not been granted within the time prescribed in this Section 9.1 (including any applicable extension), the claim for benefits shall be deemed denied.

#### (b) Appeal of Denial.

(i) A Participant whose claim for benefits shall have been denied in whole or in part, may, within sixty (60) days from either the receipt of the denial of the claim or from the time the claim is deemed denied (unless the notice of denial grants a longer period within which to respond), appeal such denial to Committee. In the event of a claim, Participant may, upon request, at this time review documents pertinent to his claim and may submit written issues and comments.

(ii) The Committee shall notify a Participant of its decision within sixty (60) days after an appeal is received, unless special circumstances require an extension of time of not more than an additional sixty (60) days (in which event a Participant will be notified of the delay during the first sixty (60) day period). Such decision shall be given in writing in a manner calculated to be understood by Participant and shall include the following: (i) specific reasons for the decision; and (ii) specific reference to the provision or provisions of the Plan on which the decision is based.

#### 12. MISCELLANEOUS.

(a) No Waiver. No waiver by the Trust or any Participant, as the case may be, at any time of any breach by the other party of, or of any lack of compliance with, any condition

or provision of this Plan to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. All other plans, policies and arrangements of the Trust in which Participant participates during the term of this Plan shall be interpreted so as to avoid the duplication of benefits paid hereunder.

(b) No Right to Employment. Nothing contained in this Plan or any documents relating to the Plan shall (i) confer upon any Participant any right to continue in the employ of the Trust or a subsidiary, (ii) constitute any contract or agreement of employment, or (iii) interfere in any way with the right of the Trust to terminate Participant's employment at any time, with or without Cause.

(c) Termination and Amendment of Plan. The Board shall have the right to amend or terminate the Plan and to add or remove Participants from time to time, in its sole and absolute discretion.

(d) Benefits not Assignable. Except as otherwise provided herein or by law, no right or interest of any Participant under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under the Plan shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under this Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

(e) Tax Withholding. All amounts payable hereunder shall be subject to applicable federal, state and local tax withholding.

(f) Pennsylvania Law. This Plan shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the Commonwealth of Pennsylvania (without regard to the conflicts of laws principles thereof), to the extent not preempted by federal law, which shall otherwise control.

(g) Validity. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan, which shall remain in full force and effect. If this Plan shall for any reason be or become unenforceable by either party, this Plan shall thereupon terminate and become unenforceable by the other party as well.

**Appendix A**

<b>Participant</b>	<b>Months of Severance</b>
Joseph Foley	12
Doug Sisk	3
Jay Henshell	9
Denise Kankowski	12
Pat Tidmore	6
Jim Hughes	9
Tony Scoma	6
Ken Woodring	6
Phil McCabe	3

# TRANSITION AGREEMENT

This Transition Agreement (“Transition Agreement”) is entered into as of May 24, 2005, by and among Wyeth, a Delaware corporation (“Wyeth”), the Settlement Class as defined in the November 18, 1999 Nationwide Class Action Settlement Agreement with American Home Products Corporation, as amended (“Settlement Agreement”), acting through Class Counsel (“Class Counsel”), as the representatives of the Class Members and counsel to the Settlement Class, the Seventh Amendment Liaison Committee (“SALC”), Joseph L. Castle, II, George Beller, M.D., and Rose Marie Robertson, M.D. (collectively, the “Departing Trustees”), Richard S. Cohen, Chris Harris, Alison Overseth and Dean M. Trafelet (collectively, the “Former Trustees”).

## ARTICLE I: RECITALS

**1.01. *Establishment of the Trust.*** The Settlement Agreement and the AHP Settlement Trust Agreement dated September 1, 2000, established the AHP Settlement Trust to receive the funds from Wyeth and to utilize those funds to provide benefits to Class Members under the terms of the Settlement Agreement and to pay for the costs of administering the provision of such benefits.

**1.02. *The Ninth Amendment.*** Wyeth and Class Counsel have agreed to the terms of a Ninth Amendment to the Settlement Agreement (copy attached as Exhibit A) to reduce the number of Trustees of the Trust from three to one and to provide that, upon Trial Court Approval of the Ninth Amendment, the Trust shall be operated, managed and directed by a single Trustee, who also shall serve as the Claims Administrator under the Settlement Agreement (the “Ninth Amendment Trustee”).

**1.03. *Purpose of this Transition Agreement.*** Wyeth, Class Counsel, the Departing Trustees and the Former Trustees desire to work cooperatively to ensure a smooth transition in the administration of the Trust as provided for here and in the Ninth Amendment.

## ARTICLE II: DEFINITIONS

Whenever used in this Transition Agreement, the following words and phrases shall have the meanings ascribed to them in this Article II.

**2.01. *Incorporation of Settlement Agreement Definitions.*** The capitalized terms used in this Transition Agreement that are defined terms in the Settlement Agreement shall have the meanings as defined and set forth in the Settlement Agreement.

**2.02. *Incorporation of Certain Definitions in the Amended Trust Agreement.*** The capitalized terms used in this Transition Agreement that are defined terms in Sections 2.02 through 2.08 of the Amended and Restated Trust Agreement (copy attached as Exhibit A to the

Ninth Amendment) shall have the meanings as defined and set forth in the Amended and Restated Trust Agreement.

**2.03. *Effective Date of this Transition Agreement.*** This Transition Agreement will become effective as of the date when the last party to this Transition Agreement shall have signed a counterpart of the Transition Agreement.

### **ARTICLE III: ESSENTIAL TERMS**

**3.01. *The Ninth Amendment.*** The Departing Trustees and the Former Trustees shall not object to or otherwise oppose any actions by Wyeth or Class Counsel to secure Trial Court Approval and Final Judicial Approval of the Ninth Amendment.

**3.02. *The Amended and Restated Trust Agreement.*** The Departing Trustees and the Former Trustees shall not object to or otherwise oppose or cause the Trust to object to or oppose any actions by Wyeth or Class Counsel to secure approval by the Court of the Amended and Restated Trust Agreement.

**3.03. *Ninth Amendment Trustee.*** The Departing Trustees and the Former Trustees shall not object to or otherwise oppose the request by Wyeth and Class Counsel for appointment by the Court of the nominee of Class Counsel and Wyeth of the Ninth Amendment Trustee. Until appointment of the Ninth Amendment Trustee, the Departing Trustees shall not cause the Trust to incur any new contractual obligations of any kind (other than day-to-day office supplies and incidental office expenses), unless approved by Class Counsel and Wyeth, and then by the Court.

**3.04. *Preservation of the Status Quo Pending Trial Court Approval of the Seventh Amendment.*** The Departing Trustees shall not object to or otherwise oppose any motion by Wyeth and Class Counsel for entry of an order staying certain actions of the Trust relating to claims, as set forth in Pretrial Order No. 4667, and any request by Wyeth or Class Counsel for the extension of Pretrial Order No. 4667 or any such stay.

**3.05. *Pre-Stay Payable PADL Claims.*** The Departing Trustees shall not object to or otherwise oppose the motion by Wyeth and Class Counsel for entry of an order approving the Pre-Stay PADL CAP attached hereto as Exhibit B and shall cause the Trust to refrain from objecting to or otherwise opposing the motion by Wyeth and Class Counsel for entry of an order approving such Pre-Stay PADL CAP. If approved by the Court, the Departing Trustees shall cause the Trust to cooperate in the implementation of that CAP. The Trust shall have no responsibility for the determinations of eligibility for payment for any claims that are “Reviewable Claims” under the CAP.

**3.06. *Continuation of the Trust and Indemnity Obligations.*** After the appointment of the Ninth Amendment Trustee, the Trust shall continue without interruption as a single entity. The Parties will not take any future action, through an amendment of the Settlement Agreement, an amendment or modification of the Amended Trust Agreement or otherwise that would alter in any manner whatsoever the provisions of Section 4.09 of the Amended Trust Agreement regarding the indemnification of Departing Trustees or Former Trustees and employees and

agents of the Trust, or Section 9.1 of the By-laws of the AHP Settlement Trust (copy attached as Exhibit C) respecting reimbursement for reasonable expenses.

**3.07. *Discharge of Trustees and Trust Officers and Directors.*** Within 90 days after the entry of the Order by the Trial Court appointing the Ninth Amendment Trustee, the Departing Trustees, Former Trustees and the Trust officers shall file a motion for discharge and request for immunity to the fullest extent permitted under applicable law, and shall diligently prosecute such motion to a final, non-appealable order. Wyeth, Class Counsel and the SALC agree not to oppose any motion to discharge the Departing Trustees, the Former Trustees and the Trust officers (as named in the Schedule attached as Exhibit D) from any and all liabilities that may have arisen from such Person's services to the Trust, including activities undertaken in anticipation of formation of the Trust or following his or her departure from the Trust, up to and including the date of any Order granting such motion. Wyeth, Class Counsel and the SALC shall not take any action to postpone or delay consideration of any motion to discharge referred to in this Section 3.07 without the express consent of the Departing Trustees, the Former Trustees and the Trust officers. Wyeth, Class Counsel and the SALC further understand and intend that the Trust officers may seek discharge of liabilities to the same extent as the Trustees may do so pursuant to Paragraphs 3.08 and 3.16 of the AHP Settlement Trust Agreement and any applicable statutory or common law. Class Counsel and Wyeth shall not cause the Ninth Amendment Trustee to oppose or object to any motion to discharge referred to in this Section 3.07, and shall use their best efforts to have the Ninth Amendment Trustee refrain from opposing or objecting to any such motion. Subject to approval by the Trial Court, the Trust shall be responsible for the reasonable (i) attorneys' fees and expenses of counsel incurred by the Departing Trustees, Former Trustees and the Trust officers in connection with the motion for discharge and resulting proceedings; (ii) costs of providing notice of any motion for discharge; and (iii) travel, meals, and lodging costs of any Departing Trustee and/or Former Trustee where such costs are reasonably necessary for travel to provide testimony, by deposition and/or at hearing, in connection with any proceedings resulting from a motion for discharge. The Trust shall not be responsible for any other costs, expenses, or fees in connection with a motion for discharge and/or any resulting proceedings.

**3.08. *Trust Lease.*** The Departing Trustees shall cause the Trust to refrain from seeking Court approval of any expansion of the Trust's existing leasehold obligations unless Class Counsel and Wyeth consent and shall cooperate with Wyeth, Class Counsel, and the Ninth Amendment Trustee to consolidate its operations in one location, as approved by the Court.

**3.09. *Budget.*** The Departing Trustees shall cause the Trust to withdraw its request for approval by the Court of a proposed budget for 2005, and shall cooperate with Wyeth, Class Counsel, and the Ninth Amendment Trustee to develop and submit to the Court for consideration and approval an interim budget for the transition to the Ninth Amendment Trustee.

**3.10. *Cooperation.*** The Departing Trustees shall cause the Trust and all its attorneys, employees, and agents to cooperate with Class Counsel and Wyeth in the transition of all operations to the Ninth Amendment Trustee and in the planning for such transition, including providing complete and unencumbered access by Wyeth, Class Counsel, the Ninth Amendment Trustee, and any candidates for the position of the Ninth Amendment Trustee, to any offices or premises of the Trust and all documents, information, and materials in the possession, custody,

or control of the Trust, to the extent such information is not protected by applicable attorney-client privileges. PTO No. 2683 and any order(s) of the Court governing confidential information relating to the Settlement Agreement shall apply to any information obtained by Wyeth or Class Counsel under this Section 3.10 to the extent that such information constitutes "Confidential Information" as defined in PTO No. 2683 or other applicable orders of the Court.

#### ARTICLE IV: GENERAL PROVISIONS

**4.01. *Demands, Notices and Communications.*** All formal demands, notices and communications by and among Wyeth, Class Counsel, SALC, and the Trust shall be in writing and shall be deemed to have been properly given when received. Any notice or other communication made pursuant to this Transition Agreement shall be sent, as applicable, to the Persons listed below at the addresses set forth below. Wyeth, Class Counsel and the Trust or Trustee may each change its designated recipient and/or its address by written notice to the others.

If to Wyeth, to:

Orran L. Brown  
BrownGreer PLC  
115 S. 15<sup>th</sup> Street, Suite 400  
Richmond, Virginia 23219

If to Class Counsel, to:

Michael D. Fishbein  
Levin, Fishbein, Sedran & Berman  
510 Walnut Street, Suite 500  
Philadelphia, Pennsylvania 19106-3875

If to the SALC, to:

Wayne R. Spivey  
Shrager, Spivey & Sachs  
Two Commerce Square, 32<sup>nd</sup> Floor  
2001 Market Street  
Philadelphia, Pennsylvania 19103

If to the Departing Trustees and/or Former Trustees, to:

Barry M. Klayman  
WolfBlock  
Wilmington Trust Center  
1100 N. Market Street  
Suite 1001  
Wilmington, Delaware 19801

**4.02. Severability.** Should any provision of this Transition Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Transition Agreement.

**4.03. Headings.** The headings used in this Transition Agreement are inserted for convenience only and shall not affect the construction of any provisions of this Transition Agreement.

**4.04. Amendment.** This Transition Agreement may be amended only by written agreement signed by all the parties hereto.

**4.05 Termination.** This Transition Agreement shall terminate only if Final Judicial Approval of the Ninth Amendment does not occur.

IN WITNESS WHEREOF, the parties have each executed this Transition Agreement, as of the date set forth next to each of the names below.

By:  **WYETH**  
Name: DOUGLAS A. DWORKIN  
Title: VICE PRESIDENT & DEPUTY GENERAL COUNSEL  
Date: 5/18/05

**CLASS COUNSEL**

\_\_\_\_\_  
Arnold Levin, Esquire  
Michael D. Fishbein, Esquire  
LEVIN, FISHBEIN, SEDRAN & BERMAN  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106

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

**4.02. Severability.** Should any provision of this Transition Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Transition Agreement.

**4.03. Headings.** The headings used in this Transition Agreement are inserted for convenience only and shall not affect the construction of any provisions of this Transition Agreement.

**4.04. Amendment.** This Transition Agreement may be amended only by written agreement signed by all the parties hereto.

**4.05 Termination.** This Transition Agreement shall terminate only if Final Judicial Approval of the Ninth Amendment does not occur.

IN WITNESS WHEREOF, the parties have each executed this Transition Agreement, as of the date set forth next to each of the names below.

**WYETH**

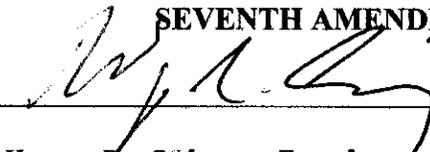
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLASS COUNSEL**

  
\_\_\_\_\_  
Arnold Levin, Esquire  
Michael D. Fishbein, Esquire  
LEVIN, FISHBEIN, SEDRAN & BERMAN  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106

Date: 5.2.05

**SEVENTH AMENDMENT LIAISON COMMITTEE**

By:   
Name: Wayne R. Spivey, Esquire  
Title: Chairman, SALC  
Date: May 24, 2005

**DEPARTING TRUSTEES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph L. Castle, II

By: \_\_\_\_\_ Date: \_\_\_\_\_  
George Beller, M.D

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rose Marie Robertson, M.D.

**FORMER TRUSTEES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard S. Cohen

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Harris

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alison Overseth

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dean M. Trafelet

**SEVENTH AMENDMENT LIAISON COMMITTEE**

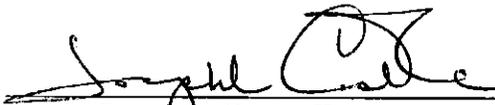
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTING TRUSTEES**

By:   
Joseph L. Castle, II

Date: 5/2/05

By: \_\_\_\_\_  
George Beller, M.D

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

By: \_\_\_\_\_  
Rose Marie Robertson, M.D.

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

**FORMER TRUSTEES**

By: \_\_\_\_\_  
Richard S. Cohen

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

By: \_\_\_\_\_  
Chris Harris

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

By: \_\_\_\_\_  
Alison Overseth

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

By: \_\_\_\_\_  
Dean M. Trafelet

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

**SEVENTH AMENDMENT LIAISON COMMITTEE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTING TRUSTEES**

By: \_\_\_\_\_  
Joseph L. Castle, II

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

By: \_\_\_\_\_  
*George A. Beller*  
George Beller, M.D.

Date: 5/3/05

By: \_\_\_\_\_  
Rose Marie Robertson, M.D.

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

**FORMER TRUSTEES**

By: \_\_\_\_\_  
Richard S. Cohen

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

By: \_\_\_\_\_  
Chris Harris

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

By: \_\_\_\_\_  
Alison Overseth

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

By: \_\_\_\_\_  
Dean M. Trafelet

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

**SEVENTH AMENDMENT LIAISON COMMITTEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTING TRUSTEES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph L. Castle, II

By: \_\_\_\_\_ Date: \_\_\_\_\_  
George Beller, M.D

By: *Rose Marie Robertson, M.D.* Date: 4-29-05  
Rose Marie Robertson, M.D.

**FORMER TRUSTEES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard S. Cohen

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Harris

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alison Overaeth

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dean M. Trafelet

**SEVENTH AMENDMENT LIAISON COMMITTEE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTING TRUSTEES**

By: \_\_\_\_\_  
Joseph L. Castle, II

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

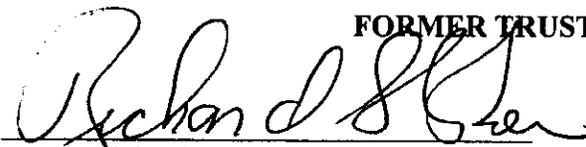
By: \_\_\_\_\_  
George Beller, M.D.

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

By: \_\_\_\_\_  
Rose Marie Robertson, M.D.

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

**FORMER TRUSTEES**

By:   
Richard S. Cohen

Date: April 28, 2005

By: \_\_\_\_\_  
Chris Harris

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

By: \_\_\_\_\_  
Alison Overseth

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

By: \_\_\_\_\_  
Dean M. Trafelet

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

SEVENTH AMENDMENT LIAISON COMMITTEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DEPARTING TRUSTEES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph L. Castle, II  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
George Beller, M.D.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rose Marie Robertson, M.D.

FORMER TRUSTEES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard S. Cohen  
By: Chris Harris Date: 4/29/05  
Chris Harris  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alison Overseth  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dean M. Trafelet

**SEVENTH AMENDMENT LIAISON COMMITTEE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTING TRUSTEES**

By: \_\_\_\_\_  
Joseph L. Castle, II

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

By: \_\_\_\_\_  
George Beller, M.D

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

By: \_\_\_\_\_  
Rose Marie Robertson, M.D.

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

**FORMER TRUSTEES**

By: \_\_\_\_\_  
Richard S. Cohen

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

By: \_\_\_\_\_  
Chris Harris

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

By: \_\_\_\_\_  
  
Alison Overseth

Date: 5.9.05

By: \_\_\_\_\_  
Dean M. Trafelet

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

**SEVENTH AMENDMENT LIAISON COMMITTEE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTING TRUSTEES**

By: \_\_\_\_\_  
Joseph L. Castle, II

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

By: \_\_\_\_\_  
George Beller, M.D

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

By: \_\_\_\_\_  
Rose Marie Robertson, M.D.

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

**FORMER TRUSTEES**

By: \_\_\_\_\_  
Richard S. Cohen

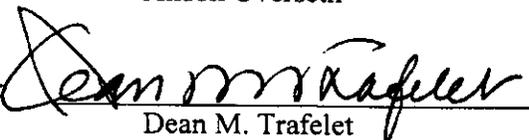
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Harris

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

By: \_\_\_\_\_  
Alison Overseth

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

By:   
Dean M. Trafelet

Date: May 1, 2005

**-Exhibit A to Transition Agreement-**

**See Ninth Amendment Tab for copy of  
Ninth Amendment**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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**IN RE: DIET DRUGS  
(PHENTERMINE/FENFLURAMINE/  
DEXFENFLURAMINE) PRODUCTS LIABILITY  
LITIGATION**

**MDL No. 1203**

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**THIS DOCUMENT RELATES TO: SHEILA BROWN,  
ET. AL. V. AMERICAN HOME PRODUCTS  
CORPORATION**

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**CIVIL ACTION  
No. 99-20593**

**COURT APPROVED PROCEDURE NO. \_\_\_\_\_**

**(Procedure for the Resolution of Certain Claims Subject to a Pre-Stay Payable  
PADL)**

AND NOW, on the date set forth in the accompanying Pretrial Order No. \_\_\_\_, in accordance with the Nationwide Class Action Settlement Agreement, it is hereby ORDERED as follows:

**1. Section References and Incorporation of Settlement Agreement Definitions.** Unless otherwise specified in this Procedure, references to a Section refer to Sections of this Procedure. The capitalized terms used in this Procedure shall have the same meaning as those terms have in the Settlement Agreement and/or the Seventh Amendment to the Settlement Agreement. Additional capitalized terms defined in this Procedure shall have the meanings given to them in this Procedure.

**2. PTO No. 3883 Matrix Claims Affected by this Procedure.** This Procedure shall determine the method of resolution for certain of the claims subject to a Pre-Stay Payable PADL that the Trust has designated to be within Paragraph 5(a) of Pretrial Order No. 3883. Such claims are specifically identified in Exhibit 1 to this Procedure. This Procedure shall not apply to and is without prejudice to the position of any party as to any claims of any kind other than the claims identified in Exhibit 1, and shall not affect the manner in which the Trust processes or administers any claims of any kind other than the claims identified in Exhibit 1.

**3. Class Member Election.** Any Class Member who has a claim identified in Exhibit 1 may elect not to participate in the method of resolution prescribed by this Procedure by mailing written notice to the Trust, Class Counsel, and Wyeth, postmarked no later than 30 days after the date of mailing of Notice to that Class Member of this Procedure under Section 9. The claims of all Class Members who make such a timely election shall not be governed by this Procedure. The claims of Class Members identified on Exhibit 1 who do not make such a timely

**EXHIBIT B**

election shall be governed by this Procedure, with respect to the disposition of issues relating to the Pre-Stay Payable PADLs applicable to those claims, and such claims shall be deemed, for purposes of this Procedure, to be in the show cause phase of the review of claims under Section VI.E.7 of the Settlement Agreement.

**4. Initial Review by the Medical Review Coordinating Committee.**

(a) Within forty days after the entry by the Court of an Order approving this Procedure, the PADL Committee (as defined in Section 8) shall furnish a copy of the disclosures made by the Trust under Paragraph 11 of Pretrial Order No. 3883 (the "PTO 3883 Disclosures") to the MRCC with respect to the claim of each Class Member identified on Exhibit 1 who has not timely elected exclusion from the terms of the Procedure. Within 30 days thereafter, the Class Member may submit to the MRCC for its consideration supplemental materials (other than echocardiogram tapes or discs) supporting the Class Member's existing claim.

(b) Within 120 days after the entry of an order approving this procedure:

- (1) The MRCC shall review such materials and determine as to each claim of each Class Member identified in Exhibit 1 who has not timely elected exclusion from the terms of this Procedure whether there was (i) substantial evidence of a material intentional manipulation of the echocardiogram tape or disc submitted in connection with the claim (ii) which could not, with reasonable diligence, have been detected from review of that echocardiogram tape or disc by a Trust Auditing Cardiologist in the audit of the claim. In doing so, the MRCC may address common issues by utilizing sampling and other methods as it deems appropriate.
- (2) The MRCC shall report the results of its review to the Fund Administrator, Class Counsel, Wyeth, and SALC. Within five Business Days thereafter, the Fund Administrator shall furnish a copy of the report to counsel for each Class Member whose claim is subject to the report (or directly to the Class Member if unrepresented). If the report contains any Confidential Information (as defined in Pretrial Order No. 2683) concerning any Class Member other than the recipient of the report (or the recipient's counsel), the Fund Administrator shall first redact such Confidential Information. Where necessary, the Fund Administrator may substitute the Trust-assigned "DDR Number" in place of the name of any Class Member redacted from the report.
- (3) The MRCC shall designate as a "Rejected Claim" each claim as to which the MRCC determines that there was (i) substantial evidence of a material intentional manipulation of the echocardiogram tape or disc submitted in

connection with the claim (ii) which could not, with reasonable diligence, have been detected from review of that echocardiogram tape or disc by a Trust Auditing Cardiologist in the audit of the claim. All claims not designated by the MRCC as Rejected Claims (“Reviewable Claims”) shall be resolved under Section 5 of this Procedure. No Matrix Compensation Benefits or other benefits under the Settlement Agreement shall be paid on a Rejected Claim, unless: (a) the Court determines, after motion by the Class Member and such proceedings as the Court may direct, that there was no material misrepresentation of fact in connection with the claim under Section VI.E.7 of the Settlement Agreement, in which case the claim shall be a Reviewable Claim under this Procedure; and (b) the claim is found payable under Section 5 of this Procedure. The entire record before the MRCC and the MRCC’s findings on the claim shall be admissible in any such proceeding before the Court.

**5. Disposition of Reviewable Claims.**

- (a) Within 15 days after the transmission of the MRCC report on its review of a claim or claims under Section 4 to affected Class Members or their counsel, or within 15 days after the entry of an order by the Court finding a Rejected Claim to be a Reviewable Claim under Section 4(b)(3), each Class Member with a Reviewable Claim shall elect, by written notice to Class Counsel, Wyeth, and the SALC, between the following options:
  - (1) To be paid either (i) 20% of the amount of Matrix Compensation Benefits set forth in the Post-Audit Determination Letter for the claim or (ii) if there is no Post-Audit Determination Letter but there is a notice issued pursuant to Paragraph 6 of Court Approved Procedure No. 4 (“CAP 4 Notice”) for the claim, then 20% of the amount of the Matrix Compensation Benefits which would be payable on the claim under the Settlement Agreement without regard to the Seventh Amendment, with the PADL Committee (or the Special Master, pursuant to Section 8) to determine the amount payable on the claim, based on a review of the Trust audit report; or
  - (2) To submit the claim to further review under Section 5(b) of this Procedure.
- (b) The following procedures shall apply to the Reviewable Claims of the Class Members who elect review under Section 5(a)(2):
  - (1) The Fund Administrator shall promptly designate a Qualified Cardiology Center to review the echocardiogram tape or disc on which the claim is based, in accordance with the echocardiogram criteria in Section XV.B.2

of the Seventh Amendment and the review procedure of Section XV.M of the Seventh Amendment, and determine whether the echocardiogram demonstrates or does not demonstrate each of the medical factors that constitute a Matrix-Level condition on Matrix Level I under Section IV.B.2.c(1) of the Settlement Agreement or Matrix Level II under Section IV.B.2.c(2) of the Settlement Agreement and, if so, whether the claim is payable on Matrix A-1 or Matrix B-1, without regard to the factors specified in Section IV.B.2.d(2)(c)(iii)(b)-(f) of the Settlement Agreement. Any Section IV.B.2.d(2)(c)(iii)(b)-(f) factors previously found applicable to the claim by the Trust in Audit or set forth in the Green Form on the claim shall control for a Matrix B designation on the claim because of such factors. The QCC shall issue a report on the results of its review on each claim ("PADL QCC Report") to the Fund Administrator who shall promptly supply a copy of the report to counsel for the applicable Class Member (or to the Class Member directly, if unrepresented), Class Counsel, Wyeth, and the SALC.

- (2) If the PADL QCC Report demonstrates that a claim is not payable under Section 5(b)(1), or is payable at an amount that is less than that set forth in the Post-Audit Determination on the claim (or the amount payable under the Settlement Agreement on a claim subject to a CAP 4 Notice), the Class Member may obtain a second review ("PADL Second Review") of the echocardiogram on which the claim is based by a different QCC than the one that conducted the first review of the claim, by making a written request for such a PADL Second Review and paying the Fund Administrator a non-refundable fee not to exceed \$2,500, as determined by the Fund Administrator, within 30 days after the date after the PADL QCC Report on the first review of the claim. In such a PADL Second Review, the designated QCC shall promptly make the determinations required under Section 5(b)(1) and issue a PADL QCC Report on the results of the PADL Second Review to the Fund Administrator who shall promptly furnish a copy thereof to counsel for the applicable Class Member (or to the Class Member directly, if unrepresented), Class Counsel, Wyeth, and the SALC. The PADL QCC Report on the PADL Second Review shall determine whether the Class Member is entitled to Matrix Compensation Benefits and the amount of such benefits and shall supersede the PADL QCC Report from the initial review of the claim. No Matrix Compensation Benefits may be paid on claims found not payable as a result of the PADL QCC Report on the first review of the claim or on the PADL Second Review of the claim, as applicable, and there shall be no further review of such claims by the Trust, the Fund Administrator, or the Court.

**6. Certification by the PADL Committee or Special Master.** For claims as to which the Class Member has exercised the option specified in Section 5(a)(1), the PADL Committee shall calculate the amount of benefits to which each such Class Member is entitled based on a review of the Post-Audit Determination Letter or the Trust Audit report, whichever is applicable, and shall inform the Trust in writing of that calculation. For claims as to which the Class Member has exercised the option specified in Section 5(a)(2), the PADL Committee shall calculate the amount of benefits to which each Class Member is entitled based on a review of the applicable PADL QCC Report and shall inform the Trust in writing of that calculation. In the event that the PADL Committee does not reach a unanimous decision on any claim, then the Special Master shall make the determination and shall so inform the Trust.

**7. Payment of Claims and the Costs of Administration.** Claims payable under the provisions of Section 5(a)(1) shall be paid the amount determined under Section 5(a)(1), as certified by the PADL Committee or the Special Master, and claims found payable under Section 5(b) shall be paid the lesser of the amount of Matrix Compensation Benefits payable in accordance with the applicable PADL QCC Report or the amount set forth in the Pre-Stay Payable PADL on the claim, as certified by the PADL Committee or the Special Master, with no further review of such claims by the Trust, the Fund Administrator, or the Court, as follows:

- (a) On the later of (i) 30 days after entry by the Court of an Order approving this Procedure, (ii) Trial Court Approval of the Seventh Amendment, or (iii) twenty days after receiving a written certification of the amount payable from the PADL Committee or the Special Master, the Trust shall pay the amount certified as payable under this Procedure on each claim, less 9% of such amount attributable to Class Counsel fees, by a check made jointly payable to the Class Member and the Class Member's attorney(s), if represented. The distribution of the proceeds of such a check shall be in accordance with Section XV.S of the Seventh Amendment, except for the provisions of Section XV.S.1 regarding payments to Derivative Claimants. At the same time as the payment on the claim, the Trust shall pay any amounts payable to Derivative Claimants on Matrix A-2 or Matrix B-2 on the claims by a check made jointly payable to all Derivative Claimants and their attorney(s), if represented; with regard to such payments, Derivative Claimants shall be paid 20% of the amounts otherwise payable to Derivative Claimants on Matrix A-2 or Matrix B-2 if the applicable Class Member elected payment under Section 5(a)(1). The distribution of the proceeds of such a check shall be in accordance with Section XV.S of the Seventh Amendment, except for the provisions of Section XV.S.1 regarding payments to Derivative Claimants. The provisions of Section XV.W of the Seventh Amendment (Subrogation and Other Third Party Payor Claims) shall apply to all Class Members, and their attorney(s) if represented, receiving payment under Section 7, in the same manner and to the same extent applicable to Category One Class Members and their attorney(s), if represented, under the Seventh Amendment. The provisions of this Section 7(a) and the incorporated provisions of the Seventh Amendment shall

govern payments on claims under this Procedure, rather than the payment provisions of Sections VI.C.4.d-n of the Settlement Agreement.

- (b) Subject to reimbursement from the Settlement Fund or other appropriate sources, Class Counsel shall reimburse the Fund Administrator, the MRCC and the QCCs for their reasonable costs incurred by in the implementation of this Procedure, except for any costs associated with Second Reviews.
- (c) The Trust shall include requests for funds to make payments under this Procedure in its Settlement Fund Quarterly Notices and any amounts deposited by Wyeth into the Trust pursuant to such notices shall reduce the Maximum Available Fund B Amount at the time of such deposit.

**8. Special Master Oversight and the PADL Committee.** Special Master Gregory P. Miller shall oversee the implementation of this Procedure. A committee comprised of a representative of Class Counsel, a representative of Wyeth, and a representative of the SALC (collectively, the “PADL Committee”) shall resolve, by unanimous vote, any questions regarding the implementation or interpretation of this Procedure. Any such issues not resolved by the PADL Committee shall be resolved, at the request of any member of the Committee, by Special Master Gregory P. Miller, subject to review by the this Court.

**9. Notice of this Procedure to Affected Class Members.** Within 10 days after the entry of an Order by the Court approving this Procedure, Class Counsel, Wyeth, and the SALC shall cause a copy of this Procedure to be mailed by first class mail, postage prepaid, to counsel for each Class Member with a claim identified in Exhibit 1 (or the Class Member directly, if unrepresented), at the last known address in the claims database of the Trust made available to Wyeth by the Trust, along with a cover letter explaining the terms of this Procedure, the election required under Section 3, and the deadline for making such election.

**10. Notices Under this Procedure.** Notices sent to any party under this Procedure shall be in accordance with Sections XIX.A-C of the Seventh Amendment, except that notices to Wyeth shall be sent to BrownGreer in lieu of the other recipients for notice for Wyeth set forth in Section XIX.B of the Seventh Amendment. Notices and material to be sent to the MRCC under this Procedure shall be sent to the Fund Administrator for forwarding to the MRCC.

**11. Confidential Information.** Any information relating to claims covered by this Procedure shall be considered Confidential Information under PTO No. 2683 (and any subsequent order of the Court concerning such information).

**12. No Admissions.** Neither this Procedure nor any exhibit, document or instrument delivered under this Procedure, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Procedure, nor any term or provision hereof, is intended to be or shall be construed as or deemed to be evidence of an admission or concession

by any party of: (i) any liability or wrongdoing; (ii) the truth of any allegations asserted by the Trust or any other party; (iii) with respect to the Settlement Agreement or (iv) as an admission by any party of any lack of merit in their claims. This Procedure and all actions, determinations, submissions, filings and findings made pursuant to this Procedure shall not be admissible in any other proceeding of any kind for any purpose, except as expressly set forth herein. Nothing contained in this Procedure will be deemed to make admissible any evidence that is otherwise inadmissible under applicable law.

BY THE COURT

\_\_\_\_\_  
Bartle, Harvey J.

**AGREED and stipulated to, as of November 15, 2004, by the following:**

**CLASS COUNSEL:**

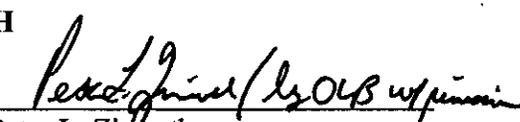
By:



Michael D. Fishbein,  
Levin, Fishbein, Sedran & Berman  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106

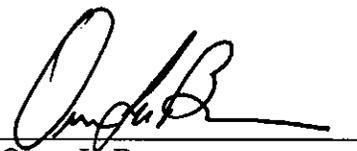
**WYETH**

By:



Peter L. Zimroth  
ARNOLD & PORTER  
399 Park Avenue  
New York, NY 10022

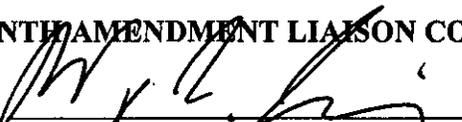
By:



Orran L. Brown  
BrownGreer PLC  
115 S. 15<sup>th</sup> Street, Suite 400  
Richmond, VA 23219

**SEVENTH AMENDMENT LIAISON COMMITTEE**

By:



Wayne Spivey, Chairman  
Shrager, Spivey & Sachs  
Two Commerce Square, 32<sup>nd</sup> Floor  
2001 Market Street  
Philadelphia, PA 19103

**Category 5(a) Claims from PTO No. 3883 Subject to the Court Approved Procedure  
(Listed by Trust-Assigned DDR Number)**

1. 128249	60. 2581924	119. 8000357	178. 8022439	237. 8036310
2. 140285	61. 2596427	120. 8001771	179. 8023278	238. 8036367
3. 155317	62. 2623098	121. 8003136	180. 8023785	239. 8037612
4. 166082	63. 2672822	122. 8003975	181. 8024081	240. 8038176
5. 175372	64. 2672996	123. 8004930	182. 8024099	241. 8038687
6. 178913	65. 2686632	124. 8005183	183. 8024268	242. 8039463
7. 189506	66. 2705747	125. 8005366	184. 8024446	243. 8039932
8. 223636	67. 2706380	126. 8005411	185. 8024491	244. 8040057
9. 288829	68. 2725141	127. 8005434	186. 8024530	245. 8041789
10. 405837	69. 2735827	128. 8005682	187. 8024533	246. 8042514
11. 414318	70. 2745644	129. 8005705	188. 8024541	247. 8042981
12. 495838	71. 2767697	130. 8007751	189. 8024691	248. 8043061
13. 559013	72. 2786598	131. 8008245	190. 8024710	249. 8043448
14. 573222	73. 2800001	132. 8008781	191. 8024733	250. 8043490
15. 581124	74. 2810281	133. 8009663	192. 8024737	251. 8043533
16. 590091	75. 2811875	134. 8009756	193. 8024757	252. 8044216
17. 658864	76. 2857266	135. 8009793	194. 8024759	253. 8044530
18. 732586	77. 2872737	136. 8010392	195. 8024761	254. 8044667
19. 741736	78. 2888295	137. 8010980	196. 8024817	255. 8045838
20. 787879	79. 2895308	138. 8010983	197. 8024897	256. 8045952
21. 1022656	80. 2916039	139. 8011195	198. 8025097	257. 8046863
22. 1235944	81. 2921724	140. 8011279	199. 8025350	258. 8047055
23. 1286162	82. 2945681	141. 8011376	200. 8025520	259. 8047125
24. 1301522	83. 2953024	142. 8011622	201. 8025813	260. 8047336
25. 1432533	84. 3042900	143. 8012441	202. 8026488	261. 8047341
26. 1510387	85. 3122173	144. 8012994	203. 8026536	262. 8047502
27. 1530021	86. 3165743	145. 8013850	204. 8026577	263. 8047677
28. 1536457	87. 3268562	146. 8015029	205. 8027253	264. 8047920
29. 1565845	88. 3288594	147. 8015724	206. 8027283	265. 8048217
30. 1602812	89. 3300696	148. 8015936	207. 8027320	266. 8049514
31. 1621853	90. 3334174	149. 8016200	208. 8027547	267. 8049880
32. 1627827	91. 3372661	150. 8016758	209. 8028951	268. 8051028
33. 1655729	92. 3385325	151. 8017222	210. 8029026	269. 8051104
34. 1656859	93. 3394483	152. 8017296	211. 8029199	270. 8051641
35. 1692599	94. 3398518	153. 8017387	212. 8029256	271. 8051984
36. 1707629	95. 3404639	154. 8017863	213. 8029716	272. 8052208
37. 1715952	96. 3414679	155. 8018149	214. 8030515	273. 8052230
38. 1771005	97. 3499027	156. 8020036	215. 8030633	274. 8052240
39. 1826288	98. 3503679	157. 8020192	216. 8030669	275. 8052590
40. 1850254	99. 3541943	158. 8020259	217. 8030703	276. 8052930
41. 1881036	100. 3552122	159. 8020302	218. 8030941	277. 8053282
42. 1957711	101. 3553955	160. 8020383	219. 8031633	278. 8055620
43. 1996917	102. 3557311	161. 8020420	220. 8031642	279. 8056078
44. 2055937	103. 3567534	162. 8020526	221. 8031972	280. 8056781
45. 2074003	104. 3580248	163. 8020568	222. 8032046	281. 8056866
46. 2140879	105. 3593357	164. 8020605	223. 8032732	282. 8056950
47. 2175362	106. 3610227	165. 8020690	224. 8033086	283. 8057028
48. 2234136	107. 3619244	166. 8021039	225. 8033621	284. 8057162
49. 2234144	108. 3623345	167. 8021076	226. 8033628	285. 8058138
50. 2312353	109. 3644127	168. 8021113	227. 8033834	286. 8058465
51. 2317758	110. 3645942	169. 8021154	228. 8033934	287. 8059326
52. 2326668	111. 3648623	170. 8021177	229. 8034119	288. 8059732
53. 2329175	112. 3655818	171. 8021431	230. 8034409	289. 8060232
54. 2335289	113. 3671237	172. 8021527	231. 8034670	290. 8060451
55. 2404127	114. 3675634	173. 8021537	232. 8034796	291. 8060782
56. 2417277	115. 3676251	174. 8022047	233. 8035181	292. 8060804
57. 2437218	116. 8000091	175. 8022066	234. 8035609	293. 8060826
58. 2478782	117. 8000333	176. 8022097	235. 8035727	294. 8060922
59. 2555381	118. 8000352	177. 8022182	236. 8035786	295. 8060943

**EXHIBIT 1**

**Category 5(a) Claims from PTO No. 3883 Subject to the Court Approved Procedure  
(Listed by Trust-Assigned DDR Number)**

296.	8060985	355.	8129832	414.	8171180	473.	8177958	532.	8185593
297.	8061145	356.	8134382	415.	8171195	474.	8178000	533.	8186044
298.	8062657	357.	8142415	416.	8171206	475.	8178043	534.	8186065
299.	8063061	358.	8145169	417.	8171232	476.	8178089	535.	8186220
300.	8063373	359.	8145588	418.	8171309	477.	8178135	536.	8186290
301.	8063845	360.	8147212	419.	8171334	478.	8178159	537.	8186293
302.	8063881	361.	8149368	420.	8171473	479.	8178184	538.	8186435
303.	8063948	362.	8149373	421.	8171723	480.	8178194	539.	8186464
304.	8064852	363.	8149465	422.	8171791	481.	8178210	540.	8186584
305.	8065363	364.	8149477	423.	8171835	482.	8178217	541.	8187275
306.	8065504	365.	8149495	424.	8171941	483.	8178303	542.	8188336
307.	8066889	366.	8149557	425.	8172092	484.	8178352	543.	8188478
308.	8068289	367.	8149588	426.	8172321	485.	8178374	544.	8188488
309.	8068425	368.	8150493	427.	8172327	486.	8178413	545.	8189598
310.	8068484	369.	8151043	428.	8172437	487.	8178414	546.	8189781
311.	8069495	370.	8151093	429.	8172478	488.	8178436	547.	8189785
312.	8070651	371.	8151279	430.	8172481	489.	8178497	548.	8191395
313.	8071026	372.	8151532	431.	8172780	490.	8178682	549.	8192098
314.	8071465	373.	8154173	432.	8172803	491.	8178708	550.	8192737
315.	8071821	374.	8154314	433.	8173851	492.	8178809	551.	8197270
316.	8073906	375.	8155118	434.	8174065	493.	8178845	552.	8203570
317.	8073971	376.	8160365	435.	8174680	494.	8178928	553.	8205161
318.	8075055	377.	8162960	436.	8174909	495.	8179345	554.	8211273
319.	8076325	378.	8163157	437.	8174946	496.	8179461	555.	8213511
320.	8079304	379.	8163963	438.	8175114	497.	8179537	556.	8216298
321.	8080526	380.	8165700	439.	8175293	498.	8179652	557.	8216301
322.	8081729	381.	8165817	440.	8175361	499.	8179886	558.	8220402
323.	8083128	382.	8167061	441.	8175581	500.	8180440	559.	8221074
324.	8084115	383.	8167166	442.	8175626	501.	8180568	560.	8227173
325.	8088341	384.	8167631	443.	8175790	502.	8181720	561.	8228396
326.	8091209	385.	8167816	444.	8175916	503.	8181858	562.	8229304
327.	8092382	386.	8167827	445.	8175927	504.	8181905	563.	8231040
328.	8092807	387.	8168054	446.	8175960	505.	8182126	564.	8237001
329.	8094608	388.	8169193	447.	8176122	506.	8182218	565.	8237661
330.	8095122	389.	8169254	448.	8176220	507.	8182364	566.	8250430
331.	8096401	390.	8169776	449.	8176240	508.	8182374	567.	8254890
332.	8097192	391.	8169869	450.	8176401	509.	8182388	568.	8255229
333.	8097286	392.	8169872	451.	8176407	510.	8183043	569.	8255255
334.	8098283	393.	8170228	452.	8176507	511.	8183176	570.	8257198
335.	8099317	394.	8170284	453.	8176530	512.	8183278	571.	8258908
336.	8099442	395.	8170319	454.	8176649	513.	8183299	572.	8269527
337.	8099453	396.	8170358	455.	8176695	514.	8183351	573.	8276126
338.	8099467	397.	8170399	456.	8176814	515.	8183726	574.	8280609
339.	8099493	398.	8170580	457.	8176830	516.	8183757	575.	9889563
340.	8099593	399.	8170602	458.	8176891	517.	8184088	576.	9890146
341.	8100169	400.	8170610	459.	8177022	518.	8184123	577.	9890196
342.	8100626	401.	8170628	460.	8177026	519.	8184142	578.	9890735
343.	8100669	402.	8170631	461.	8177210	520.	8184391	579.	9891962
344.	8101282	403.	8170685	462.	8177380	521.	8184429	580.	9892042
345.	8102285	404.	8170741	463.	8177402	522.	8184704		
346.	8105529	405.	8170774	464.	8177505	523.	8184823		
347.	8106060	406.	8170821	465.	8177517	524.	8185191		
348.	8113524	407.	8170911	466.	8177544	525.	8185276		
349.	8117545	408.	8170922	467.	8177575	526.	8185281		
350.	8117884	409.	8170923	468.	8177583	527.	8185336		
351.	8119177	410.	8170994	469.	8177714	528.	8185359		
352.	8127171	411.	8171038	470.	8177773	529.	8185513		
353.	8127662	412.	8171150	471.	8177870	530.	8185516		
354.	8127695	413.	8171168	472.	8177937	531.	8185589		

**EXHIBIT 1**

**BY-LAWS  
OF  
AHP SETTLEMENT TRUST**

\_\_\_\_\_  
**ADOPTED:** \_\_\_\_\_

**EXHIBIT C**

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BY-LAWS  
OF  
AHP SETTLEMENT TRUST

Article 1

OFFICE

Section 1.1 The AHP Settlement Trust (the "Trust") shall continuously maintain a principal office in accordance with the requirements of the AHP Settlement Trust Agreement (the "Settlement Trust Agreement"). The office may, but need not, be the same as the place where the Trust conducts its activities.

Section 1.2 Relocation of the principal office of the Trust or the addition of any subsidiary or secondary office of the Trust shall require approval of the United States District Court for the Eastern District of Pennsylvania presiding over Brown, et al. v. American Home Products Corp., Civil Action No. 99-20593 (the "Court").

Article 2

PURPOSES

Section 2.1 The purposes of the Trust shall be as set forth in Settlement Agreement with American Home Products Corp. ("AHP") dated November 18, 1999 (the "Settlement Agreement"), as it has been amended and may be amended from time to time by order of the Court, and the Settlement Trust Agreement.

Article 3

BOARD OF TRUSTEES

Section 3.1 The number of Trustees shall be governed by the provisions of Section 3.01 of the Settlement Trust Agreement.

Section 3.2 A Trustee may resign by providing at least sixty (60) days prior written notice stating the date when such resignation is to take effect as provided in Section 3.05(b) of the Settlement Trust Agreement.

Article 4

REMOVAL OF TRUSTEES

Section 4.1 One or more of the Trustees may be removed for cause by the Court upon the Court's motion or upon motion of AHP or Class Counsel upon the provision of prior written notice to all Trustees, AHP and Class Counsel and opportunity for hearing as provided in Section 3.05(c) of the Settlement Trust Agreement.

Article 5

VACANCIES ON BOARD OF TRUSTEES

Section 5.1 Vacancies on the Board of Trustees shall be filled in accordance with Section 3.06 of the Settlement Trust Agreement.

Article 6

POWERS OF BOARD

Section 6.1 The activities of the Trust shall be managed by the Board of Trustees in their fiduciary capacity, which may exercise all such powers of the Trust and do all such lawful acts and things as are directed or required to be exercised or done by the Settlement Agreement or the Settlement Trust Agreement, upon consultation with Class Counsel pursuant to Article

10.03 of the Settlement Trust Agreement, liaison counsel for AHP (as those terms are defined in the Settlement Trust Agreement) and the Court, and upon approval by the Court as called for in the Settlement Trust Agreement and the Settlement Agreement.

Section 6.2 The Board of Trustees may vote to create and disband committees, the membership of which may consist of Trustees numbering more than one but fewer than all Trustees, to advise, investigate and report on topics consistent with any resolution of the Board of Trustees relating to such committee. A committee so created may have a Chairperson appointed by the Board of Trustees, and may meet with such frequency and incur expenditures as approved by the Chairperson of the Board of Trustees consistent with and subject to Section 5.03(a) and Section 6.01(b) of the Settlement Trust Agreement.

#### Article 7

#### MEETINGS OF THE BOARD OF TRUSTEES

Section 7.1 Meetings of the Board of Trustees may be held in Philadelphia, Pennsylvania or in the county within which the Trust maintains its principal office.

Section 7.2 Regular meetings of the Board of Trustees may be held at such time and place as shall be determined by the Board of Trustees. Five (5) business days' written notice of such a meeting shall be provided to each Trustee in accordance with the provisions of Article 17 of these By-laws.

Section 7.3 Special meetings of the Board of Trustees may be called by any Trustee on five (5) business days' written notice to each Trustee in accordance with the provisions of Article 17 of these By-laws.

Section 7.4 Notice of any meeting need not be given to any Trustee who signs a waiver of notice, whether before or after the meeting. The attendance of any Trustee at a

meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by that Trustee. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed ten (10) days in any one adjournment.

Section 7.5 During the period ending December 31, 2004, the presence of five (5) Trustees shall constitute a quorum of the Board of Trustees for the transaction of business; thereafter, the presence of three (3) Trustees shall constitute a quorum for the transaction of business.

Section 7.6 All decisions of the Board shall require the affirmative vote of a majority of the Trustees.

Section 7.7 Any or all of the Trustees may participate in a meeting of the Board by means of conference telephone, video conferencing or any other means of communication by which all persons participating in the meeting are able to hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting except when a Trustee participates for the express purpose of objecting to the transaction of any business because the meeting has not been (or allegedly has not been) duly noticed.

#### Article 8

##### ACTION BY WRITTEN CONSENT OF TRUSTEES

Section 8.1 Any action taken at any meeting of the Board of Trustees without a quorum shall, if taken by the affirmative vote of a majority of all of the Trustees, be valid as though taken at a meeting duly held after proper notice and with a quorum if, either before or after the meeting, each Trustee not present in person signs a written waiver of notice or a written consent to the holding of such meeting, or approves the minutes thereof.

Section 8.2 Any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board of Trustees thereof may be taken without a meeting if, prior or subsequent to the action, all members of the Board consent thereto in writing and the written consent or consents are filed with the minutes of the proceedings of the Board. Such consents shall have the same effect as a unanimous vote of the Board for all purposes.

#### Article 9

#### COMPENSATION

Section 9.1 The Trustees shall receive, out of Trust assets, compensation as provided in the Settlement Trust Agreement. Such compensation may be adjusted from time to time subject to the approval of the Court. In addition, Trustees and officers may be reimbursed for reasonable expenses incurred in conducting the Trust's affairs and carrying out its purposes, in accordance with Sections 3.09, 5.03 and 6.01 of the Settlement Trust Agreement and upon approval of the Chairperson of the Board of Trustees.

#### Article 10

#### OFFICERS

Section 10.1 The Trust may have such principal officers as the Trustees may in their discretion appoint, including Claims Administrator(s), an Executive Director, one or more Assistant Directors, a Secretary, a Treasurer and a Controller and such other officers and assistant officers as the Board of Trustees may authorize from time to time. The officers shall be appointed by the Board. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law or by these By-laws to be executed, acknowledged, or verified by two or more officers.

Section 10.2 The officers of the Trust shall hold office for the term for which they are elected or appointed and until their successors are duly elected and qualified, subject to earlier termination by removal or resignation.

Section 10.3 Any officer of the Trust may be removed by the Board of Trustees with or without cause. The removal of any officer without cause shall be without prejudice to that officer's contract rights, if any. Election or appointment of an officer shall not of itself create contract rights.

Section 10.4 Any officer may resign at any time by written notice to the Trust. The resignation shall be effective upon receipt thereof by the Trust or at such subsequent time as may be specified in the notice of resignation.

Section 10.5 Any vacancy occurring among the officers, however caused, shall be filled by the Board of Trustees.

Section 10.6 The officers of the Trust shall have such powers and perform such duties as may be conferred upon or assigned to them by the Trustees.

## Article 11

### THE EXECUTIVE DIRECTOR

Section 11.1 The Executive Director shall attend all meetings of the Board of Trustees. He or she shall be responsible for the general and active management of the Trust and shall see that all orders and resolutions of the Board of Trustees are put into effect, subject, however, to the right of the Board of Trustees to delegate any specific powers, shall have the power to countersign all checks and vouchers on behalf of the Trust, in which capacity the Executive Director shall share this duty with the Treasurer and shall have the authority, subject to any limitations placed thereon by the Board of Trustees, the Settlement Trust Agreement and the

Settlement Agreement, to execute bonds, mortgages and other contracts, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Trustees to some other officer or agent of the Trust.

Article 12

THE ASSISTANT DIRECTOR(S)

Section 12.1 The Assistant Director or, if there shall be more than one, the Assistant Directors in the order determined by the Board of Trustees, shall, in the absence or disability of the Executive Director, perform the duties and exercise all the powers of the Executive Director. The Assistant Directors, respectively, shall also perform such other duties and have such other powers as the Board of Trustees may from time to time prescribe.

Article 13

THE SECRETARY AND TREASURER

Section 13.1 The Secretary shall attend all meetings of the Board of Trustees and record all the proceedings thereof in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Trustees and shall perform such other duties as may be prescribed by the Board of Trustees or the Executive Director.

Section 13.2 The Treasurer shall perform such duties as may be assigned to him or her by the Board of Trustees or Executive Director, which may include maintaining Custody of the corporate funds and securities; keeping full and accurate accounts of receipts and disbursements in books belonging to the Trust; depositing all moneys and other valuable effects in the name and to the credit of the Trust in such depositories as may be designated by the Board of Trustees.

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Section 13.3 The Treasurer shall disburse the funds of the Trust as may be ordered by the Board of Trustees or the Executive Director, taking proper vouchers for such disbursements, and shall render to the Executive Director and the Board of Trustees, at its regular meetings, or when the Board of Trustees so requires, an account of all his or her transactions as Treasurer and of the Financial condition of the Trust.

Section 13.4 If required by the Board of Trustees, the Treasurer shall give the Trust a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Trustees for the faithful performance of the duties of his or her office and for the restoration to the Trust, in the case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind belonging to the Trust which shall be in his or her possession or under his control.

#### Article 14

#### ASSISTANT OFFICERS

Section 14.1 Each assistant officer shall assist in the performance of the duties of the officer to whom he or she is assistant and shall perform such duties in the absence of the officer. He or she shall perform such additional duties as the Board of Trustees, the Executive Director or the officer to whom he or she is assistant may from time to time assign him or her. Such officers may be given such functional titles as the Board of Trustees shall from time to time determine.

#### Article 15

#### BOOKS AND RECORDS

Section 15.1 The Trust shall keep books and records of account and minutes of the proceedings of its Board. The foregoing books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Article 16

FISCAL YEAR

Section 16.1 The fiscal year of the Trust shall be as determined by the Settlement Agreement. The taxable year of the Trust shall be the calendar year.

Article 17

NOTICES

Section 17.1 In computing the period of time for the giving of any notice required or permitted by these By-laws or any resolution of the Board of Trustees, the day on which the notice is given shall be excluded, and the day on which the matter noticed is to occur shall be included.

Section 17.2 If notice is given by mail, the notice shall be deemed to be given when deposited in the mail addressed to the person to whom it is directed at the last address of the person as it appears on the records of the Trust, with first class postage prepaid thereon. Any notice required or permitted to be given by mail or by certified mail, return receipt requested, may be given by personal delivery to the person to whom it is directed, and if notice is given by personal delivery to the persons to whom it is directed, the notice shall be deemed to be given when delivered to the person.

Section 17.3 Notice or waiver of notice of a meeting shall specify the date, time and place of the meeting and shall set forth an agenda of items to be discussed or acted upon at the meeting.

Article 18

AMENDMENTS

Section 18.1 These By-laws may be altered, amended, or repealed, and new By-laws may be adopted by the affirmative vote of a majority of the Board of Trustees and with the approval of the Court provided, however, that any such actions relating to these By-laws shall not alter, amend, or modify in any respect the Settlement Agreement or the AHP Settlement Trust Agreement.

**Schedule Naming Departing Trustees, Former Trustees and Trust Officers**

Robert A. Mitchell, Jr.
Joseph Foley
Jules S. Henshell
Denise Kankowski
C. Patton Tidmore
James Hughes
Anthony Scoma
Kenneth Woodring
Joseph L. Castle, II
George Beller, M.D
Rose Marie Robertson, M.D.
Richard S. Cohen
Chris Harris
Alison Overseth
Dean M. Trafelet