

**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: SHEILA
BROWN, ET. AL. V. AMERICAN HOME
PRODUCTS CORPORATION

CIVIL ACTION
No. 99-20593

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

WHEREAS, on November 18, 1999, American Home Products Corporation and Class Counsel executed the original Nationwide Class Action Settlement Agreement with American Home Products Corporation (“Original Settlement Agreement”) arising from the marketing, sale, distribution and use of the diet drugs Pondimin® and Redux™;

WHEREAS, the Original Settlement Agreement was amended with Court approval on nine different occasions (“Settlement Agreement”);

WHEREAS, on March 11, 2002, American Home Products Corporation changed its corporate name to “Wyeth;”

WHEREAS, on October 16, 2009, Wyeth became a wholly owned indirect subsidiary of Pfizer Inc., and on November 9, 2009, Wyeth converted its corporate status under Delaware law and changed its name to “Wyeth LLC;”

WHEREAS, Pfizer Inc. has executed the Guarantee attached to this Tenth Amendment as Exhibit A; and

WHEREAS, Wyeth and Class Counsel (the “Parties”) are desirous of modifying certain terms of the Settlement Agreement in the manner set forth herein in order to further benefit the Class;

NOW THEREFORE, in consideration of the covenants and undertakings expressed herein and subject to Court approval the Parties agree that the Settlement Agreement is further amended by this Tenth Amendment as follows.

I. DEFINITIONS AND SECTION REFERENCES

- A. The capitalized terms used in this Tenth Amendment and not specifically defined herein shall have the meanings as defined and set forth in the Settlement Agreement.
- B. As used herein the following terms shall have the following meanings:
 - 1. “2015 Class Members” means all Diet Drug Recipients (or the legal representatives of Diet Drug Recipients) who: (a) timely registered for Matrix Compensation Benefits from the Trust; (b) are not Category One Class Members; and (c) are not Category Two Class Members.
 - 2. “Age 80 Class Members” means all Diet Drug Recipients (or the legal representatives of Diet Drug Recipients): (a) who have been determined by the Court in a Pretrial Order or, in the absence of an applicable Pretrial Order, by the Trust in a Post-Audit Determination Letter issued by the Trust, to have developed a Matrix Level condition (as described in Section IV.B.2.c of the Settlement Agreement) by the earlier of December 31, 2015, or the date on which such Diet Drug Recipient reaches the age of 80; and (b) who were 2015 Class Members at the time of such determination.
 - 3. “Average 2015 Claimant Payment Total” is defined as set forth in Section V.C of this Tenth Amendment.

4. "Average Age 80 Claimant Payment Total" is defined as set forth in Section V.E of this Tenth Amendment.
 5. "Trial Court Approval of the Tenth Amendment" means the date of entry of an order or orders by the Court approving the Tenth Amendment, subject to the conditions in Section VII.B.
- C. References to a "Section" refer to a section of this Tenth Amendment, unless otherwise specified.

II. ADDITIONAL FUNDING FOR THE CARDIOVASCULAR MEDICAL RESEARCH AND EDUCATION FUND.

- A. Within ten days after Trial Court Approval of the Tenth Amendment, Wyeth shall pay the amount of \$12.5 million to the Cardiovascular Medical Research and Education Fund, Inc. ("CMREF") for the purpose of providing additional financing for medical research related to the treatment and cure of primary pulmonary hypertension and for education relating to primary pulmonary hypertension.
- B. The payment described in Section II.A shall be in addition to and over and above the \$25 million amount previously paid from Fund A to CMREF pursuant to Section IV.A.3.a of the Settlement Agreement.

III. CALCULATION OF MAFBA.

For purposes of calculating the Maximum Available Fund B Amount under Section I.1 of the Settlement Agreement, there shall be no Fund B Accretions in any amount for any Fiscal Quarter occurring after December 31, 2011.

IV. ELIMINATION OF PROVISIONS RELATING TO THE "FINAL PROJECTED AMOUNT."

- A. Section III.C.4.a and Section III.C.4.b of the Settlement Agreement are deleted in their entirety and shall be of no further force and effect.

- B. Wyeth's obligation to make payments into the Settlement Fund shall terminate upon the earlier of when:
 - 1. Wyeth makes a payment into the Settlement Fund that reduces the Maximum Available Fund B Amount to zero; or
 - 2. There are no Class Members who remain eligible to receive payment of Matrix Compensation Benefits.

V. MODIFICATIONS RELATING TO THE SECURITY FUND.

- A. Nothing contained in this Tenth Amendment shall be deemed or otherwise construed to affect any of the terms of the Seventh Amendment to the Settlement Agreement including, without limitation, the amount of the Seventh Amendment Security Fund created pursuant to Section VI.A of the Seventh Amendment or the terms applicable under Section VI of the Seventh Amendment to the existence, operation, and effect of the Seventh Amendment Security Fund and the corresponding lien.
- B. Within ten days after Trial Court Approval of the Tenth Amendment, the Security Fund established pursuant to Section III.E.2 of the Settlement Agreement shall be reduced to its original level of \$370 million and the balance at such time in the Security Fund in excess of \$370 million shall be released from the Security Fund to Wyeth free and clear of any liens or encumbrances thereon. The amount of the Security Fund shall remain \$370 million until July 1, 2012, subject to Section III.E.3 of the Settlement Agreement. Beginning on July 1, 2012, the amount of the Security Fund shall be determined by Sections V.C through V.J.
- C. On or before March 31st of the years 2012, 2013 and 2014, the Trust shall calculate: (a) the total amount of Matrix Compensation Benefits paid to 2015 Class Members (and their associated Derivative Claimants) during the three full calendar years preceding the date on which each such calculation is to be made; and (b) the annual average of such payments over that three year period (each such annual

average calculation being the “Average 2015 Claimant Payment Total”) and shall communicate these calculations to the Parties. Wyeth and Class Counsel shall have until May 31st of each such year to resolve by agreement any disputes relating to each such Trust calculation. Thereafter, the Trust shall resolve the disputed issues not resolved by agreement among the Parties, if any, to make a final determination of the Average 2015 Claimant Payment Total for each applicable year in accordance with the agreement of the Parties and the Trust’s resolution of the issues disputed by the Parties, and shall communicate such final determination to the Parties and the Escrow Agent/Securities Intermediary for the Security Fund no later than June 30th of the year in which each such determination is to be made. This final Trust determination of the Average 2015 Claimant Payment Total shall not be subject to challenge before the Court by the Parties or any Class Member.

- D. For the period from July 1, 2012 through February 15, 2016, the amount of the Security Fund established pursuant to Section III.E.2 of the Settlement Agreement shall be as follows:
1. For the period from July 1, 2012 through June 30, 2013, the Security Fund shall be in an amount equal to six times the Average 2015 Claimant Payment Total computed for the three-year period from 2009 to 2011;
 2. For the period from July 1, 2013 through June 30, 2014, the Security Fund shall be in an amount equal to five times the Average 2015 Claimant Payment Total computed for the three-year period from 2010 to 2012; and
 3. For the period from July 1, 2014 through February 15, 2016, the Security Fund shall be in an amount equal to four times the Average 2015 Claimant Payment Total computed for the three-year period from 2011 to 2013.
- E. Beginning on January 31, 2016, and on January 31st of each calendar year thereafter, the Trust shall calculate: (a) the total amount of Matrix

Compensation Benefits paid and, if not paid, found by the Trust in a Post-Audit Determination Letter issued by the Trust after Audit to be payable to the Age 80 Class Members (and their associated Derivative Claimants) as incremental Matrix Compensation Benefits pursuant to Section IV.C.3 of the Settlement Agreement during the three full calendar years preceding the year in which each such calculation is to be made; and (b) the annual average of such Matrix Compensation Benefits (the “Average Age 80 Claimant Payment Total”) and shall communicate these calculations to the Parties. Wyeth and Class Counsel shall have until February 14th of each such year to resolve by agreement any disputes relating to each such Trust calculation. Thereafter, the Trust shall resolve the disputed issues regarding the calculation not resolved by agreement among the Parties, if any, to make a final determination of the Average Age 80 Claimant Payment Total for the applicable year in accordance with the agreement of the Parties and the Trust’s resolution of any issues disputed by the Parties, and shall communicate such final determination to the Parties and the Escrow Agent/Securities Intermediary for the Security Fund no later than February 15th of the year in which each such determination is to be made. This final Trust determination regarding the Average Age 80 Claimant Payment Total shall not be subject to challenge before the Court by the Parties or any Class Member.

- F. Beginning February 15, 2016, and on February 15th of each year thereafter the amount of the Security Fund established pursuant to Section III.E.2 of the Settlement Agreement shall be in an amount equal to the greater of: (1) six times the Average Age 80 Claimant Payment Total computed by the Trust for that year pursuant to the proceeding subsection of this Tenth Amendment or (2) \$10 million.
- G. The Trust shall maintain accurate records of the Matrix Compensation Benefits paid and/or found by the Trust in a Post-Audit Determination Letter issued by the Trust after Audit to be payable to the Age 80 Class Members and shall regularly report this information to the Parties.
- H. At any time after December 31, 2018, the Security Fund may be terminated if the Court finds that it is no longer reasonably necessary to

secure the payment of Matrix Compensation Benefits to the Age 80 Class Members.

- I. In the event that the balance in the Security Fund at the time of a determination under Section V.D or Section V.F is in excess of the required amount of security hereunder, the amount of any such excess shall be released from the Security Fund to Wyeth free and clear of any liens or encumbrances. In the event that the balance in the Security Fund at the time of a determination under Section V.D or Section V.F is less than the required amount of security hereunder, then Wyeth shall deposit cash and/or Permitted Investments in the amount needed to increase the Security Fund to the level required by such determination. The release of any excess amount on deposit in the Security Fund to Wyeth or the deposit of additional Permitted Investments by Wyeth into the Security Fund pursuant to this subsection shall occur not later than fifteen days from the date of the determination under Section V.D or Section V.F, whichever is applicable, and which results in an adjustment of the required amount of the Security Fund.
- J. The terms of Section V shall be reflected in an amendment to the Security Fund and Escrow Agreement in the form appended hereto as Exhibit "B."

VI. CLOSING DATE FOR PAYMENT OF FUND A BENEFITS

- A. The Parties hereby agree that "Fund A's purposes have been met" within the meaning of Section III.B.4 of the Original Settlement Agreement.
- B. In addition, the deadline to register for the Cash/Medical Services benefit provided by Sections IV.A.1.c and IV.A.2.c of the Settlement Agreement ("CMS Benefits") expired on May 3, 2003, and the deadline to register for the purchase price refund benefit provided by Sections IV.A.1.d and IV.A.2.a of the Settlement Agreement ("Refund Benefits") expired on August 1, 2002.

- C. Therefore, the Trust shall not process or pay any claim for CMS Benefits or Refund Benefits after December 31, 2011, except as follows:
 - 1. The Trust shall pay CMS Benefits and/or Refund Benefits to any person adjudged to be entitled to such benefits as a result of any Show Cause and/or Arbitration proceedings pending as of December 31, 2011;
 - 2. The Trust shall pay CMS Benefits and/or Refund Benefits as otherwise required by the Court based on applicable law.

VII. APPROVAL AND OTHER TERMS

- A. Within five days after the full execution of this Tenth Amendment, the Parties shall jointly apply to the Court for an order granting approval by the Trial Court of the Tenth Amendment. Such joint application shall be filed electronically and served upon all persons who have registered for electronic filing or who are otherwise entitled to receive copies of electronically filed documents in MDL 1203 and Civil Action No. 99-20593. No further notice of the Amendment shall be required. *See In re Diet Drugs*, 93 Fed.Appx. 338, 344 (3rd Cir. Feb. 23, 2004).
- B. The Parties' respective obligations under this Tenth Amendment are subject to Trial Court Approval of the Tenth Amendment which approval order shall:
 - 1. Approve this Tenth 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; and
 - 2. Require compliance with the terms of this Tenth Amendment.
- C. The Court shall have original and exclusive jurisdiction over the interpretation and enforcement of this Tenth Amendment incident to its exclusive, retained jurisdiction under Section VIII.B.1 of the Settlement

Agreement and Paragraph 11 of Pretrial Order No. 1415 entered by the Court on August 28, 2000.

- D. Except as expressly modified in this Tenth Amendment, all terms and provisions of the Settlement Agreement remain in full force and effect.
- E. The headings of the Sections of this Tenth Amendment are included for convenience only and shall not be deemed to constitute part of this Amendment or affect its construction.
- F. This Tenth Amendment may be executed in counterparts by facsimile signature. Each counterpart shall be effective as part of a fully executed original Tenth Amendment.

IN WITNESS WHEREOF, the Parties have duly executed this Tenth Amendment to the Settlement Agreement by their respective counsel, as set forth below, as of April 15, 2010.

WYETH LLC

By:  _____

CLASS COUNSEL

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

Agreement and Paragraph 11 of Pretrial Order No. 1415 entered by the Court on August 28, 2000.

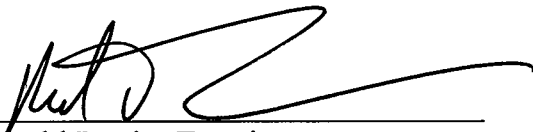
- D. Except as expressly modified in this Tenth Amendment, all terms and provisions of the Settlement Agreement remain in full force and effect.
- E. The headings of the Sections of this Tenth Amendment are included for convenience only and shall not be deemed to constitute part of this Amendment or affect its construction.
- F. This Tenth Amendment may be executed in counterparts by facsimile signature. Each counterpart shall be effective as part of a fully executed original Tenth Amendment.

IN WITNESS WHEREOF, the Parties have duly executed this Tenth Amendment to the Settlement Agreement by their respective counsel, as set forth below, as of April 15, 2010.

WYETH LLC

By: _____

CLASS COUNSEL



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

Gene Locks, Esquire

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

Sol H. Weiss, Esquire

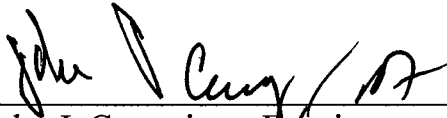
Sol H. Weiss, Esquire
ANAPOL, SCHWARTZ, WEISS, COHAN,
FELDMAN & SMALLEY, P.C.
1900 Delancey Place
Philadelphia, PA 19103

Stanley Chesley, Esquire

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

A handwritten signature in black ink, appearing to read "John J. Cummings" with a stylized flourish at the end.

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

Exhibit “A” to
Tenth Amendment
(PFIZER GUARANTEE)

GUARANTEE

THIS GUARANTEE dated as of April 15, 2010 (“Guarantee”), is made by Pfizer Inc., a Delaware corporation (the “Guarantor”), in connection with the Nationwide Class Action Settlement Agreement with American Home Products Corporation, dated November 18, 1999, as amended (the “Settlement Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Settlement Agreement, including the Tenth Amendment (as defined below).

RECITALS

WHEREAS, on November 18, 1999, American Home Products Corporation and Class Counsel executed the Settlement Agreement arising from the marketing, sale, distribution and use of the diet drugs Pondimin® and Redux™;

WHEREAS, on March 11, 2002, American Home Products Corporation changed its name to Wyeth;

WHEREAS, on October 16, 2009, Wyeth became a wholly owned indirect subsidiary of Guarantor, and on November 9, 2009, Wyeth converted its corporate status under Delaware law, became a limited liability company and changed its name to Wyeth LLC (“Wyeth”),

WHEREAS, the Settlement Agreement was amended with Court approval on nine different occasions, and this Guarantee shall not become effective unless and until the Tenth Amendment to the Settlement Agreement (the “Tenth Amendment”), including this Guarantee, is properly executed and approved by the Court;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor and Class Counsel agree as follows:

1. THE GUARANTEE.

1.1 Guarantee. The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the full and punctual payment when due (as described in Section 1.3 hereof) of the deposits into the Settlement Fund required under Section III.C of the Settlement Agreement relating to Matrix claims, up to the Maximum Available Fund B Amount, pursuant to the terms of the Settlement Agreement and the Amended and Restated AHP Settlement Trust Agreement (the “Trust Agreement”) (the “Guaranteed Obligations”). The Guarantee is a guaranty of payment and the Guaranteed Obligations under this Guarantee are absolute and unconditional, irrespective of, and unaffected by any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation or dissolution by or against Wyeth or any procedure, agreement, order, stipulation, election, action or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or interest thereon) in or as a result of any such proceeding. This Guarantee is a continuing guaranty except that the Guarantor’s obligations under this Guarantee shall be revoked, discharged and otherwise terminated upon the termination of the obligation of Wyeth to make payments into Fund B pursuant to Section IV.B of the Tenth Amendment (the “Termination Date”).

1.2 Demand by Trust and Guarantor Payment. If an Uncured Failure to Make Payment has occurred under Section III.E.6 of the Settlement Agreement thereby causing the assets in the Security Fund to be transferred to the Security Fund Escrow Account under Section III.E.8 of the Settlement Agreement, then thereafter if the assets in the Security Fund Escrow Account are insufficient to fund the deposit of any amount that is required to be deposited into the Settlement Fund in order for the Trust to make payment of Matrix benefits that are due to one or more Class Members and/or to pay the Trust's costs of administering such benefits under the terms of the Settlement Agreement and Wyeth does not timely deposit into the Settlement Fund any amount that is due pursuant to a Fund B Quarterly Notice under the terms of the Settlement Agreement and Section 5.05 of the Trust Agreement, then the Trust shall promptly provide a written notice to Guarantor that Wyeth has failed to pay timely the amount due under any such Fund B Quarterly Notice, together with a copy of any such Fund B Quarterly Notice, and Guarantor shall deposit such amount into the Settlement Fund within five Business Days after the date of such notice from the Trust. As used herein the term "Fund B Quarterly Notice" includes such other periodic notices as may be agreed upon in writing by Wyeth and Class Counsel pursuant to Section III.C.4.e of the Settlement Agreement.

1.3 Benefit of Guarantee. The provisions of this Guarantee are for the benefit of the Settlement Class and nothing herein contained shall impair, as between Wyeth, on the one hand, and the Settlement Class on the other hand, the Guaranteed Obligations of Wyeth under the Settlement Agreement. This Guarantee binds the Guarantor and its successors in interest and the Guarantor shall not assign this Guarantee without the prior written consent of Class Counsel and approval by the Court.

1.4 Reinstatement. This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against Wyeth for liquidation or reorganization, should Wyeth become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Wyeth's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Guaranteed Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by the Trust, whether as a "voidable preference," "fraudulent transfer," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Guaranteed Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

1.5 Subrogation. Guarantor and Wyeth agree that Guarantor shall be subrogated to the Settlement Class' rights against Wyeth for all Guaranteed Obligations paid by the Guarantor. Wyeth hereby acknowledges the subrogation rights of the Guarantor and agrees to execute such further and other documents as the Guarantor may reasonably request in order to evidence any such subrogation rights, whether before or after the Guarantor incurs any Guaranteed Obligations.

2. AGREEMENTS, REPRESENTATIONS AND WARRANTIES.

(a) Guarantor is duly formed, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to execute and deliver this Guarantee and to perform its obligations hereunder.

(b) Guarantor has taken all necessary corporate and legal action to authorize the execution and delivery of this Guarantee and the performance of its obligations hereunder.

(c) This Guarantee has been duly executed and delivered by Guarantor and will constitute the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with the terms of this Guarantee, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

(d) There is no litigation, investigation or proceeding of or before any arbitrator or other Government Authority pending or threatened against the Guarantor with respect to this Guarantee which has reasonable likelihood of having a material adverse effect on the assets or financial condition of Guarantor except as disclosed in Guarantor's financial statements.

The representations and warranties set forth in this Section 2 shall survive the execution and delivery of this Guarantee.

3. CONDITIONS TO EFFECTIVENESS OF THE GUARANTEE.

3.1. Conditions to Effectiveness. This Guarantee will constitute a legal, valid and binding obligation of Guarantor ten days after Trial Court Approval of the Tenth Amendment. This Guarantee shall be null and void and of no further force and effect if Trial Court Approval of the Tenth Amendment does not occur for any reason.

3.2. Final Judicial Approval Contingency. If (a) Final Judicial Approval of the Tenth Amendment is not obtained for any reason and (b) the Security Fund is restored to its level as of the date of the Tenth Amendment pursuant to a Funding Notice made by the Trust, this Guarantee shall be terminated and shall have no further force or effect. "Final Judicial Approval" refers to the approval of the Tenth Amendment by the Court and such approval becoming final by the exhaustion of all appeals, if any, without substantial modification of the order or orders granting such approval. Final Judicial Approval shall be deemed not to have been obtained in the event that Trial Court Approval is denied, and the period for appealing such denial has expired without any such appeal having been taken.

4. OTHER TERMS.

4.1. Termination. This Guarantee is a continuing guaranty and shall remain in full force and effect until, and shall automatically expire upon, the Termination Date. Upon termination of this Guarantee, the Class Counsel shall deliver to the Guarantor such documents as the Guarantor may reasonably request to evidence such termination.

4.2. Expenses. Subject to Section III.B.3 of the Settlement Agreement and the terms of Pretrial Order No. 7763 entered by the Court on April 8, 2008, each party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Guarantee and the transactions contemplated hereby.

4.3. Successors and Assigns. This Guarantee and all obligations of the Guarantor hereunder shall be binding upon the successors and assigns of the Guarantor and shall, together with the rights and remedies of the Class Counsel, for the benefit of the Settlement Class, hereunder, inure to the benefit of the Settlement Class. No sales of participations, other sales,

assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Guaranteed Obligations or any portion thereof or interest therein shall in any manner impair the rights of the Settlement Class, hereunder.

4.4. Headings. The headings in this Guarantee are for convenience of reference only and are not part of the substance of this Guarantee.

4.5. Notices.

(a) Recipients. All notices, demands, requests, directions and other communications required or expressly authorized to be made by this Guarantee (“Notices”) shall be given in writing by certified mail, return receipt requested addressed as follows:

(i) if to the Guarantor, to

Pfizer Inc.
235 E. 42nd Street, 235/22/5
New York, New York 10017
Attn: Amy Schulman
with a copy by electronic mail to
GeneralCounsel@Pfizer.com;

(ii) if to the Class Counsel, to

Levin, Fishbein, Sedran & Berman
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Attn: Michael Fishbein
with a copy by electronic mail to
MFishbein@lfsblaw.com; and

(iii) if to the Trust, to

AHP Settlement Trust
555 North Lane #6045
Conshohocken, PA 19428
Attn: Martin Rudolph
With a copy by electronic mail to
mrudolph@settlementtrust.com

Any party may designate a different recipient and/or address for Notices by transmittal of a Notice to that effect in compliance with this Section 4.5(a).

(b) Effectiveness. All communications described in clause (a) above and all other notices, demands, requests and other communications made in connection with this Guarantee shall be effective and be deemed to have been received upon the sender’s receipt of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or

communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

4.6. Governing Law. The construction, validity and performance of this Guarantee and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania applicable to contracts made and performed in such state (without regard to principles of conflict of laws). To the fullest extent permitted by law, Guarantor hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Guarantee.

4.7. Enforcement and Jurisdiction. Class Counsel and/or the Trust shall have the right to enforce the terms of this Guarantee. No action concerning this Guarantee shall be instituted by any person other than Class Counsel, the Trust or Guarantor and any such action may not be instituted except in the United States District Court for the Eastern District of Pennsylvania, which shall have exclusive jurisdiction with respect to all matters and actions relating to this Guarantee. In connection with any such matters or actions, each of Class Counsel, the Trust and Guarantor waive personal service of any and all process upon it and agree that all such service of process be made by certified or registered mail directed to Class Counsel, the Trust and Guarantor at the addresses set forth on the signature page hereof and service so made shall be deemed to be completed upon actual receipt thereof. Except as set forth in this Guarantee, nothing contained herein shall prevent Class Counsel from bringing any action, enforcing any award or judgment or exercising any rights against any party individually, against any security or against any property of any party within any other county, state or other foreign or domestic jurisdiction.

4.8. Jury Trial Waiver. Guarantor and Class Counsel waive the right to a trial by jury in any action or proceeding based upon or related to the subject matter of this Guarantee. This waiver is knowingly, intentionally and voluntarily made by each party and each party acknowledges that neither the other nor any person acting on behalf of the other has or have made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

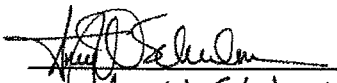
4.9. Severability. Any provision of this Guarantee being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Guarantee or any part of such provision in any other jurisdiction.

4.10. Execution in Counterparts. This Guarantee may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Guarantee by facsimile transmission or electronic signature shall be as effective as delivery of a manually executed counterpart hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guarantee as of the date first above written.

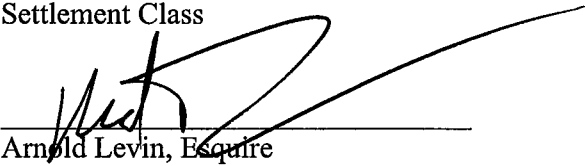
PFIZER INC., as Guarantor

By: 
Name: Amy W. Schulman
Title: Senior Vice President and General Counsel

Address: 235 E. 42nd Street, 235/22/5
New York, NY 10017

Agreed to and accepted by:

CLASS COUNSEL, on behalf of
Settlement Class



Arnold Levin, Esquire


Email address: ALevin@lfsblaw.com

Michael D. Fishbein, Esquire

Email address: MFishbein@lfsblaw.com

LEVIN, FISHBEIN, SEDRAN &
BERMAN

510 Walnut Street, Suite 500
Philadelphia, PA 19106

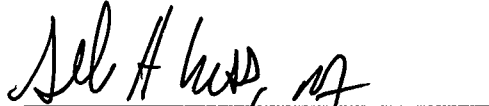


Gene Locks, Esquire

Email address: glocks@lockslaw.com

LOCKS LAW FIRM

1500 Walnut Street
Philadelphia, PA 19102

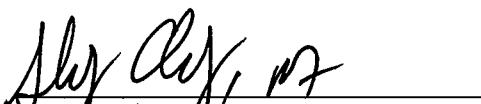


Sol H. Weiss, Esquire

Email address: sweiss@anapolschwartz.com

ANAPOL, SCHWARTZ, WEISS, COHAN,
FELDMAN & SMALLEY, P.C.

1900 Delancey Place
Philadelphia, PA 19103



Stanley Chesley, Esquire

Email address: Wsbclaw@aol.com

WAITE, SCHNEIDER, BAYLESS &
CHESLEY

1513 Central Trust Tower
Fourth & Vine Sts.
Cincinnati, Ohio 45202



Charles R. Parker, Esquire

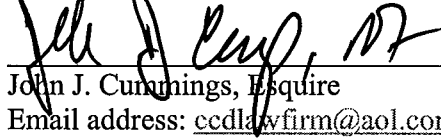
Email address: cparker@lockelord.com

LOCKE, LIDDELL & SAPP, LLP

3400 JP Morgan Chase Tower

600 Travis

Houston, TX 77002



John J. Cummings, Esquire

Email address: ccdlawfirm@aol.com

CUMMINGS, CUMMINGS &

DUDENHEFER


416 Gravier Street

New Orleans, LA 70130

Address:

Solely for purposes of Section 1.5

WYETH LLC

By: 
Name: Bradley E. Lerman
Title: Vice President

Address: 235 E. 42nd Street
27th Floor
New York NY 10017

Solely for purposes of Sections 1.2 and 4.7

AHP Settlement Trust


By: 
Name: MARTIN RANDOLPH
Title: TRUSTEE
AHP SETTLEMENT TRUST
Address: 555 NORTH LANE
6045
CONSHOHOCKEN PA 19428

Exhibit “B” to
Tenth Amendment
(FIRST AMENDMENT TO AMENDED
AND RESTATED SECURITY FUND
AND ESCROW AGREEMENT)

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
SECURITY FUND AND ESCROW AGREEMENT**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED SECURITY FUND AND ESCROW AGREEMENT (“First Amendment”) dated as of _____ 2010, is made by Wyeth LLC (formerly Wyeth), a limited liability company organized under the laws of Delaware (“Wyeth”), the AHP Settlement Trust (“Trust”) and Wilmington Trust Company, a Delaware banking corporation, as Securities Intermediary and as Escrow Agent (“Wilmington Trust”) (with Wyeth, the Trust and Wilmington Trust referred to collectively as the “Parties”).

W I T N E S S E T H:

WHEREAS, on November 9, 2009, Wyeth converted its corporate status under Delaware law from a corporation to a limited liability company and changed its name to “Wyeth LLC”;

WHEREAS, the Nationwide Class Action Settlement Agreement with American Home Products Corporation dated November 18, 1999 (as amended, the “Settlement Agreement”) has been further amended by the Tenth Amendment to Nationwide Class Action Settlement Agreement, dated April 15, 2010 (the “Tenth Amendment”), and the Court has approved the terms of the Tenth Amendment;

WHEREAS, the Tenth Amendment, among other things, permits a release of assets to Wyeth upon Trial Court Approval of the Tenth Amendment from the Security Fund established pursuant to the Security Fund and Escrow Agreement dated as of January 18, 2002, which was amended by the Amendment No. 1 to Security Fund and Escrow Agreement dated as of March 29, 2002, Amendment No. 2 to Security Fund and Escrow Agreement dated as of November 29, 2002, and the Amended and Restated Security Fund and Escrow Agreement, dated January 31, 2003, each among Wyeth, the Trust and Wilmington Trust, as securities intermediary and escrow agent (such Security Fund and Escrow Agreement, as so amended, the “Security Agreement”) and establishes a methodology for calculating the required level of the Security Fund beginning on July 1, 2012; and

WHEREAS, pursuant to Section 4.2 of the Security Agreement the Parties desire to amend certain aspects of the Security Agreement to implement the relevant provisions of the Tenth Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the Parties agree that the Security Agreement is amended as follows:

1. *Incorporation of Settlement Agreement and Security Agreement Definitions.* This First Amendment incorporates all defined terms in the Settlement Agreement, the Tenth Amendment and the Security Agreement and all such terms as used in this First Amendment shall have the meanings given to them in those agreements.

2. *Additional Definitions.* Any capitalized term defined in this First Amendment shall have the meaning given to it in this First Amendment.

3. *Withdrawals from the Security Fund.* Anything in Section 2.1(c) of the Security Agreement to the contrary notwithstanding, Wyeth shall be entitled to withdraw from the Security Fund free of the security interest granted pursuant to Section 2.2 of the Security Agreement or any other Lien any amounts to be released to Wyeth pursuant to Section V.B of the Tenth Amendment or pursuant to Section V.I of the Tenth Amendment, in the manner set forth in this First Amendment. In furtherance but without limitation of the foregoing, The Trust shall file any pertinent amendments to the financing statements filed pursuant to Section 2.2 of the Security Agreement to indicate the release of the security interest or any other Lien covered under this section.

4. *Deposits into the Security Fund.* Anything in Section 2.1(b) of the Security Agreement to the contrary notwithstanding, Wyeth shall make such other deposits into the Security Fund as may be required under Section V.I of the Tenth Amendment, in the manner set forth in this First Amendment.

5. *Implementation of Section V.B of the Tenth Amendment.* Not earlier than ten days after Trial Court Approval of the Tenth Amendment, Wyeth shall deliver to Wilmington Trust a written instruction (a "Section V.B Notice," substantially in the form of Exhibit A to this First Amendment) signed by the Trust and Wyeth: (a) referring to this Section 5; (b) stating that all assets (whether in cash or Permitted Investments) in the Security Fund in excess of \$370 million shall be withdrawn by Wyeth pursuant to Section V.B of the Tenth Amendment (the "Section V.B Amount"); (c) directing Wilmington Trust to transfer the Section V.B Amount to Wyeth; (d) setting forth complete and accurate wire transfer instructions to the account Wyeth instructs; and (e) attaching a copy of the Order as entered by the Court constituting Trial Court Approval. Upon receipt of the Section V.B Notice, Wilmington Trust shall, prior to the end of the next Business Day, transfer the Section V.B Amount to Wyeth in accordance with the Section V.B Notice in the form of cash and/or Permitted Investments, as directed by Wyeth.

6. *Implementation of Section V.I of the Tenth Amendment.*

(a) Not later than five Business Days after the date of the final determination of the Trust communicated in writing to Wyeth and Class Counsel of the Average 2015 Claimant Payment Total under Section V.C or of the Average Age 80 Claimant Payment Total under Section V.E of the Tenth Amendment, as applicable, the Trust and Wyeth shall deliver to Wilmington Trust a written instruction (a "Section V.I Notice," substantially in the form of Exhibit B to this First Amendment) signed by the Trust and Wyeth: (a) referring to this Section 6; (b) stating whether a deposit is required of Wyeth into the Security Fund or whether an amount is to be released to Wyeth from the Security Fund; (c) stating the amount of any required deposit by Wyeth into the Security Fund (a "Section V.I Deposit Amount") or the amount of any permitted release to Wyeth (a "Section V.I Withdrawal Amount"); (d) if a release to Wyeth is permitted, directing Wilmington Trust to transfer the Section V.I Withdrawal Amount to Wyeth and setting forth complete and accurate wire transfer instructions to the account Wyeth instructs; and (e) specifying the date that is 15 days after the date of the final determination of the Trust communicated to Wyeth and Class Counsel of the Average 2015 Claimant Payment Total under Section V.C or of the Average Age 80 Claimant Payment Total under Section V.E of the Tenth Amendment, as applicable (the "Section V.I Due Date").

(b) If a Section V.I Deposit Amount is required of Wyeth under a Section V.I Notice, no later than the Section V.I Due Date, Wyeth shall deposit into the Security Fund the Section V.I Deposit Amount in cash and/or Permitted Investments. Any cash so deposited shall be invested by Wilmington Trust in Permitted Investments.

(c) If a Section V.I Withdrawal Amount is permitted under a Section V.I Notice, no later than the Section V.I Due Date, Wilmington Trust shall transfer the Section V.I Withdrawal Amount to Wyeth in accordance with the Section V.B Notice in the form of cash and/or Permitted Investments, as directed by Wyeth.

7. *Termination of the Security Fund.* Section 2.1(d) of the Security Agreement is deleted in its entirety and shall be replaced by inserting the following new Section 2.1(d):

Section 2.1(d) Termination of the Security Fund. (i) At any time after December 31, 2018, the Security Fund shall be terminated if the Court issues an Order finding that it is no longer reasonably necessary to secure the payment of Matrix Compensation Benefits to the Age 80 Class Members and that Order is not subject to a stay pending appeal within fifteen days from the date on which such Order was entered.

(ii) If the Court issues an Order pursuant to the preceding paragraph and that Order is not subject to a stay pending appeal within fifteen days from the date on which such Order was entered, the Security Fund and the security interest granted pursuant to Section 2.2 shall be terminated upon delivery to Wilmington Trust by the Trust, Wyeth or Class Counsel of a copy of such Order entered by the Court terminating the Security Fund, together with written instructions for delivery of any remaining assets in the Security Fund.

8. *Miscellaneous.*

(a) Except as expressly modified in this First Amendment, all terms and provisions of the Security Agreement remain unmodified and in full force and effect and are hereby ratified and confirmed.

(b) The headings of the Sections of this First Amendment are included for convenience only and shall not be deemed to constitute part of this First Amendment or to affect its construction.

(c) All questions concerning the construction, validity, enforcement and interpretation of this First Amendment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

(d) In the event of a conflict between this First Amendment, the Security Agreement and any other agreement between the Securities Intermediary and the Grantor, the terms of this First Amendment will prevail.

(e) This First Amendment may be executed in counterparts by facsimile or electronic signature. Each counterpart shall be effective as part of a fully executed First Amendment.

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment to the Amended and Restated Security Fund and Escrow Agreement as of the day and year first above written.

WYETH LLC

By _____
Name:
Title:

AHP SETTLEMENT TRUST

By _____
Name:
Title:

WILMINGTON TRUST COMPANY, as Securities
Intermediary

By _____
Name:
Title:

WILMINGTON TRUST COMPANY, as Escrow Agent

By _____
Name:
Title:

SECTION V.B NOTICE

**To: Wilmington Trust Company,
as Securities Intermediary
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Custody**

Re: Security Fund Account Number 57272-0 in the name of "Wyeth LLC" (formerly "Wyeth")

This Notice is issued pursuant to Section V.B of the Tenth Amendment to the Nationwide Class Action Settlement Agreement with American Home Products Corporation and Section 5 of the First Amendment to the Amended and Restated Security Fund and Escrow Agreement, both dated April 15, 2010. The AHP Settlement Trust and Wyeth LLC hereby represent and certify to Wilmington Trust Company, as Securities Intermediary, the facts and directions stated in this Notice.

1.	Purpose of this Notice	To direct the Securities Intermediary to transfer to Wyeth LLC the Section V.B Amount stated in this Notice.
2.	Section V.B Amount	All assets in the Escrow Account in excess of \$370,000,000.
3.	Directions to Securities Intermediary	The Securities Intermediary is directed to transfer immediately the Section V.B Amount to the account of Wyeth LLC using the Wiring Instructions stated in this Notice.
4.	Wiring Instructions for Wyeth LLC	_____ ABA # Credit Account # Account Name: Attention: Further Credit to: Notify:
5.	Copy of Trial Court Approval of the Tenth Amendment	A true and correct copy of the Order constituting Trial Court Approval of the Tenth Amendment is attached to this Notice as Exhibit 1.

AHP SETTLEMENT TRUST	WYETH LLC
By: _____ Martin Rudolph AHP Settlement Trust 555 North Lane #6045 Conshohocken, PA 19428 Date: _____	By: _____ Orran L. Brown BrownGreer PLC 115 S. 15 th Street, Suite 400 Richmond, VA 23219 Date: _____

SECTION V.I NOTICE

**To: Wilmington Trust Company,
as Securities Intermediary
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Custody**

**Date by Which
Withdrawal or
Deposit Must be
Effectuated**

Re: Security Fund Account Number 57272-0 in the name of "Wyeth LLC" (formerly "Wyeth")

This Notice is issued pursuant to Section V.I of the Tenth Amendment to the Nationwide Class Action Settlement Agreement with American Home Products Corporation and Section 6 of the First Amendment to the Amended and Restated Security Fund and Escrow Agreement, both dated April 15, 2010. The AHP Settlement Trust and Wyeth LLC hereby represent and certify to Wilmington Trust Company, as Securities Intermediary, the facts and directions stated in this Notice.

1.	Purpose of this Notice	To direct the Securities Intermediary either to (a) transfer to Wyeth LLC the Section V.I Withdrawal Amount stated in this Notice (b) receive from Wyeth LLC the Section V.I Deposit Amount stated in this Notice, as applicable.
2.	Statement of Whether Withdrawal or Deposit Required	<input type="checkbox"/> A Section V.I Withdrawal Amount is to be released to Wyeth LLC from the Security Fund. <input type="checkbox"/> A Section V.I Deposit Amount is to be deposited by Wyeth LLC into the Security Fund.
3.	Section V.I Withdrawal Amount	\$ _____ If an amount is shown in this section, the Securities Intermediary is directed to transfer this Section V.I Withdrawal Amount to the account of Wyeth LLC using the Wiring Instructions stated in this Notice.
4.	Section V.I Deposit Amount	\$ _____ If an amount is shown in this section, the Securities Intermediary is directed to receive this Section V.I Deposit Amount from Wyeth LLC and place such amount into the Security Fund.
5.	Wiring Instructions for Transfer of a Section V.I Withdrawal Amount to Wyeth LLC	_____ Further Credit to: Notify: ABA # Credit Account # Account Name: Attention:

AHP SETTLEMENT TRUST

WYETH LLC

By: _____
 Martin Rudolph
 AHP Settlement Trust
 555 North Lane #6045
 Conshohocken, PA 19428

By: _____
 Orran L. Brown
 BrownGreer PLC
 115 S. 15th Street, Suite 400
 Richmond, VA 23219

Date:

Date: