

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), the TRICARE Management Activity (“TMA”), through its General Counsel; the Office of Personnel Management (“OPM”), which administers the Federal Employees Health Benefits Program; and the United States Department of Veteran Affairs (“VA”) (collectively the “United States”), and Merck Sharp & Dohme Corp. (“Merck”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. At all relevant times, Merck & Co., Inc. was a New Jersey corporation headquartered in Whitehouse Station, New Jersey, and was the operating company for Merck’s pharmaceutical business in the United States. As a result of a reverse merger with another pharmaceutical company in 2009, Merck & Co., Inc. became a wholly-owned subsidiary of the acquiring company and was renamed Merck Sharp & Dohme Corp. The acquiring company was renamed Merck & Co., Inc. The new Merck & Co., Inc. is a holding company for Merck Sharp & Dohme Corp. and other corporate entities. Currently, Merck Sharp & Dohme Corp. is the operating company in the United States for the pharmaceutical business formerly conducted by Merck & Co., Inc.

B. Merck developed, marketed, sold, and distributed pharmaceutical products throughout the United States, including the drug Rofecoxib, which was sold and marketed under the brand name Vioxx® from May 1999 until September 30, 2004, when Merck withdrew Vioxx from the market.

C. On such date as may be determined by the Court, Merck has agreed to plead guilty pursuant to Fed. R. Crim. P. 11(c)(1)(C) (the "Plea Agreement") to an Information to be filed in United States of America v. Merck Sharp & Dohme Corp., Criminal Action No. [to be assigned] (District of Massachusetts) (the "Criminal Action"), that will allege a violation of Title 21, United States Code Sections 331(a), 333 (a)(1), 352(f)(1), to wit, that Merck introduced and caused the delivery for introduction into interstate commerce of quantities of Vioxx<sup>®</sup> for an unapproved use, namely the treatment of rheumatoid arthritis, which drug was misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act ("FDCA").

D. Certain states have filed civil actions against Merck that are now consolidated in *In re VIOXX Products Liability Litigation*, MDL No. 1657, a federal multi-district litigation venued in the United States District Court for the Eastern District of Louisiana (the "MDL Action") that allege that Merck caused false claims for Vioxx to be submitted to the Medicaid program ("Medicaid"), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-1 (the "State Alleged Medicaid Conduct"). The state civil actions allege other, non-Medicaid claims and such claims are not a subject of this Agreement.

E. The United States contends that it has certain civil claims against Merck, as specified in Paragraph 2 below, for engaging in the following conduct concerning the marketing and sale of Vioxx<sup>®</sup>:

- (i) from May 20, 1999 through April 11, 2002, Merck promoted Vioxx<sup>®</sup> for rheumatoid arthritis, an indication for use not approved by the federal Food and Drug Administration ("FDA") in violation of the FDCA, 21 U.S.C. §§ 331(a), 333(a)(1), and 352(f)(1); and which, during the period May 20, 1999 through February 28, 2000, was not a medically accepted indication, as defined by 42 U.S.C. § 1396r-8(k)(6), covered by state Medicaid programs;

(ii) from April 2000 through September 30, 2004, when Merck withdrew Vioxx<sup>®</sup> from the market, Merck promoted the cardiovascular safety of Vioxx<sup>®</sup> with certain statements by representatives and promotional speakers in written materials that were inaccurate, misleading, and inconsistent with the approved labeling for the drug, in violation of the FDCA, 21 U.S.C. §§ 331(k), 333(a)(1); and 352(f)(1); and that through the sale and distribution of a misbranded product, Merck obtained proceeds and profits to which it was not entitled; and

(iii) from April 2000 through September 30, 2004, when Merck withdrew Vioxx from the market, Merck made false representations concerning the safety of Vioxx to state Medicaid agencies on which state Medicaid agencies relied to their detriment in making formulary and prior authorization decisions.

Merck's conduct as described in this Preamble Paragraph will hereafter be referred to as the "Covered Conduct."

F. The United States alleges that, as a result of the Covered Conduct, Merck knowingly caused false or fraudulent claims to be submitted for payment for Vioxx<sup>®</sup> to Medicaid; the TRICARE Program (formerly known as the Civilian Health and Medical Program of the Uniformed Services); the Federal Employees Health Benefits Program ("FEHBP"), 5 U.S.C. §§ 8901-8914; and caused purchases of Vioxx<sup>®</sup> by the Department of Veterans' Affairs ("DVA") (collectively, "the Federal Health Care Programs"). The United States contends that engaging in the Covered Conduct and causing the submission of false or fraudulent claims to the Federal Health Care Programs gives rise to civil liability under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq.*; or common law.

G. The United States also contends that it has certain administrative claims against Merck as specified in Paragraphs 3 through 5 below, for engaging in the Covered Conduct.

H. Merck has entered into or will be entering into separate settlement agreements, described in Paragraph 1(b) below (hereinafter referred to as the “Medicaid State Settlement Agreements”) with certain states and/or the District of Columbia in settlement of the Covered Conduct and the State Alleged Medicaid Conduct. States with which Merck executes a Medicaid State Settlement Agreement in the form to which Merck and the National Association of Medicaid Fraud Control Units (“NAMFCU”) have agreed, or in a form otherwise agreed to by Merck and an individual State, shall be defined as “Medicaid Participating States.”

I. This Agreement is made in compromise of disputed claims. This Agreement is neither an admission of facts or liability by Merck nor a concession by the United States that its claims are not well-founded. Merck expressly denies the contentions and allegations of the United States as set forth herein and denies that it engaged in any wrongful conduct, except as to such admissions that Merck makes in connection with the Plea Agreement. Neither this Agreement or its execution, nor the performance of any obligation arising under it, including any payment, nor the fact of settlement is intended to be, or shall be understood as, an admission of liability or wrongdoing, or other expression reflecting on the merits of the dispute by any party to this Agreement.

J. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties mutually desire to reach a final settlement as set forth below:

TERMS AND CONDITIONS

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

1. Merck shall pay to the United States and the Medicaid Participating States the sum of six hundred twenty eight million three hundred sixty four thousand dollars and 0/100 (\$628,364,000.00) (the "Settlement Amount") and interest on the Settlement Amount at a rate of 2.125% from September 8, 2010, continuing until and including the day before payment is made. The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the Effective Date of this Agreement. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

a. Merck shall pay to the United States the sum of four hundred twenty six million three hundred eighty nine thousand dollars and 0/100 (\$426,389,000), plus accrued interest on this amount at the rate of 2.125% per annum from September 8, 2010, continuing until and including the day before payment is made (the "Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States no later than seven (7) business days after (i) this Agreement is fully executed by the Parties and delivered to Merck's attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.

b. Subject to the terms and procedures referenced below, including the implementation of the individual Medicaid State Settlement Agreements, Merck shall pay to each of the Medicaid Participating States its respective allocated share of the sum of two hundred one million nine hundred seventy five thousand dollars and 0/100 (\$201,975,000) plus accrued interest on this amount at the rate of 2.125% per annum from September 8, 2010, continuing until and

including the day before such payment is made (the “Medicaid State Settlement Amount”). The Medicaid State Settlement Amount shall be deposited by electronic funds transfer pursuant to written instructions from the NAMFCU Negotiating Team into one or more interest-bearing money market or bank accounts held in the name of Merck but segregated from other Merck accounts (the “State Settlement Accounts”) no later than seven (7) business days after (i) this Agreement is fully executed by the Parties and delivered to Merck's attorneys; or (ii) the Court accepts a Fed. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later. Funds from the State Settlement Accounts shall be administered pursuant to terms and conditions to be agreed upon by Merck and the NAMFCU Negotiating Team as set forth in the individual Medicaid State Settlement Agreements that Merck will enter into with the Medicaid Participating States.

c. If Merck's agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in Preamble Paragraph C is not accepted by the Court or the Court does not impose the agreed-upon sentence for whatever reason, this Agreement shall be null and void at the option of either the United States or Merck. If either the United States or Merck exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within five (5) business days of the Court's decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, Merck will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims, actions or proceedings arising from the Covered Conduct that are brought by the United States within 90 calendar days of rescission.

2. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, in consideration of the obligations of Merck set forth in this Agreement, and conditioned upon Merck's payment in full of the Settlement Amount, the United States (on behalf of itself, its officers, agencies, and departments) agrees to release Merck, together with its predecessors, current and former parents, direct and indirect affiliates, divisions, subsidiaries, successors, transferees, assigns, and their current and former directors, officers, employees or agents, individually and collectively, from any civil or administrative monetary claim the United States has or may have for the Covered Conduct and the State Alleged Medicaid Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, the Food, Drug and Cosmetic Act, 21 U.S.C. § 301 et. seq., any statutory provision creating a cause of action for civil damages or civil penalties which the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. Part O, Subpart I, 0.45(d), and common law claims for fraud, payment by mistake, breach of contract, disgorgement and unjust enrichment.

3. In consideration of the obligations of Merck set forth in this Agreement and the Corporate Integrity Agreement ("CIA") entered into between OIG-HHS and Merck, and conditioned upon Merck's full payment of the Settlement Amount, OIG-HHS agrees to refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Merck under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activity) for the Covered Conduct and the State Alleged Medicaid Conduct, or under 42 U.S.C. § 1320a-7(b)(1)

based on Merck's agreement to plead guilty to the Criminal Action referenced in Paragraph C above, except as reserved in Paragraph 6 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Merck from the Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct and the State Alleged Medicaid Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6, below.

4. In consideration of the obligations of Merck set forth in this Agreement, conditioned upon Merck's full payment of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion or suspension from the TRICARE Program against Merck under 32 C.F.R. § 199.9 for the Covered Conduct and the State Alleged Medicaid Conduct, except as reserved in Paragraph 6 (concerning excluded claims), below, and as reserved in this Paragraph. TMA expressly reserves authority to exclude Merck under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes TMA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6, below.

5. In consideration of the obligations of Merck in this Agreement, conditioned upon Merck's full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking debarment from the FEHBP against Merck under 5 U.S.C. § 8902a or 5 C.F.R. Part 970 for the Covered Conduct and

the State Alleged Medicaid Conduct, except as reserved in Paragraph 6 (concerning excluded claims), below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a) or required by 5 U.S.C. § 8902a(b), or 5 C.F.R. Part 970. Nothing in this Paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6, below.

6. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person are the following claims of the United States:

- a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct and the State Alleged Medicaid Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct or the State Alleged Medicaid Conduct; or
- g. Any liability of individuals (including current or former directors, officers, employees, or agents of Merck) who receive written notification that they are the target of a criminal investigation, are criminally indicted or

charged, or are convicted, or who enter into a criminal plea agreement arising from the Covered Conduct or the State Alleged Medicaid Conduct.

7. Merck waives and shall not assert any defenses Merck may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code, and Merck acknowledges that no characterization or opinion with respect to characterization of the Settlement Amount for purposes of the Internal Revenue laws has been made by the United States in connection with the resolution of the matters covered by this Agreement.

8. Merck fully and finally releases the United States, and its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Merck has asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

9. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary, TRICARE, FEHBP, or any state payer related to the Covered Conduct; and Merck agrees not to resubmit to any Medicare carrier or intermediary, TRICARE, FEHBP, or any state payer any

previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

10. Merck agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh and 1396-1396v; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Merck, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be “Unallowable Costs” on government contracts and under the Medicaid Program and Federal Health Care Programs:

- (1) the matters covered by this Agreement and the related Plea Agreement;
- (2) the United States’ audit(s) and civil and criminal investigations of the matters covered by this Agreement;
- (3) Merck’s investigation, defense, and corrective actions undertaken in response to the United States’ audits and civil and criminal investigation(s) in connection with the matters covered by this Agreement (including attorney’s fees);
- (4) the negotiation and performance of this Agreement and the related Plea Agreement;
- (5) the payment Merck makes to the United States pursuant to this

Agreement; and

- (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to OIG-HHS. However, nothing in this paragraph 10.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Merck.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Merck, and Merck shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Merck or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Merck further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph 10) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Merck or any of its subsidiaries or affiliates,

and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Merck agrees that the United States, at a minimum, shall be entitled to recoup from Merck any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Merck or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph 10) on Merck or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Merck's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

11. Merck expressly warrants that it has reviewed its financial situation and that it is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and will remain solvent following payment of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to Merck, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual

promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Merck was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

12. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 2 above or in Paragraph 13 (waiver for beneficiaries paragraph), below.

13. Merck agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

14. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

15. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

16. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts, except that disputes arising under the CIA shall be resolved exclusively under the dispute resolution provisions in the CIA.

17. For purposes of construing this Agreement, this Agreement shall be deemed to

have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

18. This Agreement constitutes the complete agreement between the Parties with respect to the issues covered by the Agreement. This Agreement may not be amended except by written consent of the Parties.

19. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

21. This Agreement is binding on Merck's successors, transferees, heirs, and assigns.

22. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

23. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

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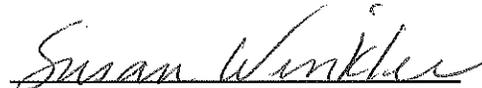
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THE UNITED STATES OF AMERICA

CARMEN M. ORTIZ  
United States Attorney  
District of Massachusetts

DATED: \_\_\_\_\_

BY:

  
\_\_\_\_\_  
Susan G. Winkler

DATED: \_\_\_\_\_

BY:

  
\_\_\_\_\_  
Jeremy M. Sternberg

DATED: \_\_\_\_\_

BY:

\_\_\_\_\_  
Zachary A. Cunha  
Assistant United States Attorneys

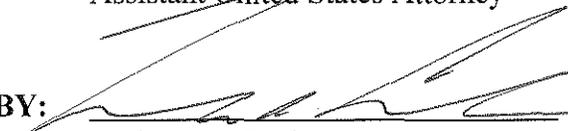
THE UNITED STATES OF AMERICA

CARMEN M. ORTIZ  
United States Attorney  
District of Massachusetts

DATED: \_\_\_\_\_

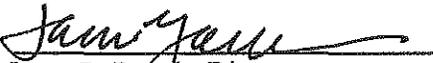
BY: \_\_\_\_\_  
Susan G. Winkler  
Assistant United States Attorney

BY: \_\_\_\_\_  
Jeremy M. Sternberg  
Assistant United States Attorney

BY:   
Zachary A. Cunha  
Assistant United States Attorney

TONY WEST  
Assistant Attorney General  
Civil Division

DATED: 11-17-11

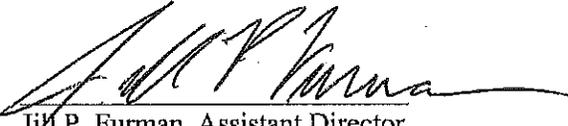
BY:   
Joyce R. Branda, Director  
Jamie Ann Yavelberg, Assistant Director  
Tracy Hilmer, Assistant Director  
Commercial Litigation Branch, Civil Division  
U.S. Department of Justice

BY: \_\_\_\_\_  
Jill P. Furman, Assistant Director  
Lauren Bell, Trial Attorney  
James Nelson, Trial Attorney  
Consumer Protection Branch, Civil Division  
U.S. Department of Justice

TONY WEST  
Assistant Attorney General  
Civil Division

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Joyce R. Branda, Director  
Jamie Ann Yavelberg, Assistant Director  
Tracy Hilmer, Assistant Director  
Commercial Litigation Branch, Civil Division  
U.S. Department of Justice

BY:   
Jill P. Furman, Assistant Director  
Lauren Bell, Trial Attorney  
James Nelson, Trial Attorney  
Consumer Protection Branch, Civil Division  
U.S. Department of Justice

DATED: 11/21/11

BY:   
\_\_\_\_\_

GREGORY E. DEMSKE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

DATED: 11/17/11

BY:



PAUL J. NUTTER  
General Counsel  
TRICARE Management Activity  
United States Department  
of Defense

DATED: 11/9/11

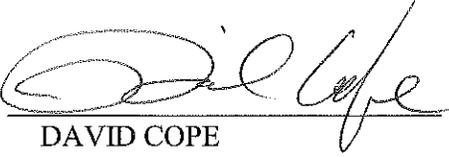
BY: *Shirley R. Patterson*

SHIRLEY R. PATTERSON

Assistant Director for Federal Employee Insurance  
Operations

United States Office of  
Personnel Management

DATED: 11/10/11

BY: 

DAVID COPE  
Debarring Official  
Office of the Assistant Inspector General  
for Legal Affairs  
United States Office of  
Personnel Management

**MERCK SHARP & DOHME CORP.**

**DATED:** 11-22-11

**BY:** Bruce N. Kuhlik  
Bruce N. Kuhlik  
Executive Vice President & General Counsel  
Merck & Co., Inc.

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Theodore V. Wells Jr., Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas, New York, NY 10019

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
R.J. Cinquegrana, Esq.  
Choate, Hall, & Stewart, LLP  
Two International Place  
Boston, MA 02210

MERCK SHARP & DOHME CORP.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Bruce N. Kuhlik  
Executive Vice President & General Counsel  
Merck & Co., Inc.

DATED: 11.22.11

BY: Theodore V. Wells, Jr.

Theodore V. Wells Jr., Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas, New York, NY 10019

DATED: 11.22.11

BY: \_\_\_\_\_

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