SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement ("Agreement") is entered by and between the United States of America, acting through its Department of Justice and the United States Attorney's Office for the District of Massachusetts, and on behalf of the Office of Inspector General of the United States Department of Health and Human Services ("HHS-OIG"); Pfizer Inc., a Delaware corporation with a principal place of business in New York ("Pfizer"); Warner-Lambert Company LLC, formerly known as Warner-Lambert Company, a Delaware corporation acquired by Pfizer ("Warner-Lambert"), which includes as a division Parke-Davis ("Parke-Davis"); and David Franklin (the "Relator"); through their authorized representatives. Collectively, all of the above will be referred to as "the Parties."

PREAMBLE

A. WHEREAS, at all relevant times, Warner-Lambert developed, manufactured, distributed, marketed and sold pharmaceutical products in the United States, including a drug it sold under the trade name Neurontin;

B. WHEREAS, on or about August 20, 1996, the Relator, an individual resident of Massachusetts, filed a qui tam action in the United States District Court for the District of Massachusetts captioned United States ex rel. Franklin v. Parke-Davis, Warner-Lambert and Pfizer, Civil Action No. 96-CV-11651-PBS (D. Mass.) (the "Civil Action").

C. WHEREAS, on or before June 30, 2004, or such other date as may be determined by the Court, Warner-Lambert has agreed to enter a plea of 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. Warner-Lambert Company, Criminal Action No. [to be assigned](District of Massachusetts)(the "Criminal Action") that will allege violations of Title 21, United States Code, Sections 331(a), 333(a), and 352(f), namely, distribution of an unapproved new drug and distribution of a misbranded drug, in violation of the Food, Drug and Cosmetic Act.

D. WHEREAS, the United States and the states included in the Medicaid State Settlement Agreement and Release (the "Medicaid Participating States") allege that Warner-Lambert caused to be submitted claims for payment for Neurontin to Medicaid programs, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v, of various states and the District of Columbia (the "Medicaid Programs").

E. WHEREAS, the states included in the agreement captioned the Assurance of Voluntary Compliance (the "Consumer Participating States") have concerns that Warner-Lambert has engaged in certain promotional and marketing practices regarding Neurontin, and in particular that those promotional and marketing practices violated the consumer protection statutes of the Consumer Participating States. The Consumer Participating States and the Medicaid

Participating States shall be referred to collectively herein as the "Participating States."

F. WHEREAS, the United States, the Relator, the Medicaid Participating States contend that the United States and the Medicaid Participating States have certain civil claims, as specified in Paragraph 2 below, against Warner-Lambert for allegedly engaging in the following conduct during the period July, 1995 through June, 2001 (hereinafter referred to as the "Covered Conduct"):

> Warner-Lambert engaged in a marketing program to promote the use of Neurontin, and to induce physicians to prescribe Neurontin, for medical conditions for which the United States Food and Drug Administration ("FDA") had not approved Neurontin to be used (*i.e.*, "unapproved" or "off-label" uses); that program included: (a) illegal promotion of the sale and use of Neurontin for a variety of conditions other than the one condition for which its use was approved by the FDA and for which Warner-Lambert had not performed the required FDA testing or established safety and efficacy, in violation of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 331, *et seq.*; (b) offering and paying illegal remuneration to doctors, either directly or through third parties, to induce them to promote and prescribe Neurontin for off-label uses, in violation of the Federal Anti-kickback Statute, 42 U.S.C. § 1320a-7b(b), and (c) making and/or disseminating false statements in presentations and marketing literature sales personnel provided to doctors concerning, among other things, the uses for which the FDA had approved Neurontin, the conditions for which the use of Neurontin was otherwise medically accepted and/or the existence of adequate evidence of the safety and efficacy for such use. Warner-Lambert earned illegal profits from sales resulting from this program to market off-label uses of Neurontin and caused false and/or fraudulent claims to be submitted to the Medicaid Programs for Neurontin that had been

dispensed to Medicaid beneficiaries for off-label uses and conditions that were not medically accepted indications for its use under 42 U.S.C. § 1396r-8.

G. WHEREAS, Warner-Lambert and Pfizer do not admit the allegations of the United States, Relator and the Medicaid Participating States, as set forth herein, in the Civil Action or in the Medicaid State Settlement Agreement and Release, or of the Consumer Participating States, as set forth in the Assurance of Voluntary Compliance, with the exception of such admissions as Warner-Lambert makes in connection with any guilty plea to the Information.

H. WHEREAS, HHS-OIG represents that it does not have an administrative claim against Warner-Lambert or Pfizer under the provisions for mandatory exclusion from the Medicare, Medicaid and other Federal health care programs under 42 U.S.C. § 1320a-7(a) based upon Warner-Lambert's guilty plea in the Criminal Action, but contends that it does have certain administrative claims against Warner-Lambert and/or Pfizer, as specified in Paragraph 4 below, for engaging in the Covered Conduct.

I. WHEREAS, to avoid the delay, expense, inconvenience and uncertainty of protracted litigation of these claims, the Parties mutually desire to reach a full and 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, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Warner-Lambert and Pfizer agree to pay to the United States and the Participating States, collectively, the sum of one hundred ninety million dollars ($190,000,000), plus interest at the average trust fund rate of 4.125% per annum ($21,472.60 per day) on $190,000,000 from November 1, 2003 and continuing until and including the day before complete payment is made (the "Settlement Amount"). This sum shall constitute a debt immediately due and owing to the United States and the Participating States on the effective date of this Agreement. This debt is to be discharged by payments to the United States and the Participating States, under the following terms and conditions:

A. Warner-Lambert and Pfizer shall pay to the United States the sum of $83,600,000, plus interest accrued thereon at the rate of 4.125% per annum from November 1, 2003 continuing until and including the day before complete payment is made (the "Federal Settlement Amount"). The Federal Settlement Amount shall be paid by electronic funds transfer no later than seven business days after Warner-Lambert and Pfizer receive written

payment instructions from the United States and following the latest of the dates on which the following occurs: (1) this Agreement is fully executed by the Parties and delivered to Warner-Lambert and Pfizer's attorneys; or (2) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble C in connection with the Criminal Action and imposes the agreed upon sentence.

B. Warner-Lambert and Pfizer shall pay to the Medicaid Participating States the sum of $68,400,000, plus interest accrued thereon at a rate of 4.125% from November 1, 2003 continuing until and including the day before complete payment is made (the "Medicaid State Settlement Amount"), under the terms and conditions of the Medicaid State Settlement Agreement and Release. This Medicaid State Settlement Amount shall be paid to an escrow account pursuant to the Medicaid State Settlement Agreement and Release no later than seven business days after Warner-Lambert and/or Pfizer receive written payment instructions from the negotiating team for the Medicaid Participating States and following the latest date on which the following occurs: (1) this Agreement is fully executed by the Parties and delivered to Warner-Lambert and Pfizer's attorneys; or (2) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea in connection with the Criminal Action as described in Preamble Paragraph C and imposes an agreed-upon sentence; or (3)

the Medicaid State Settlement Agreement and Release is executed by or on behalf of the Medicaid Participating States and Warner-Lambert and Pfizer.

C. Warner-Lambert and Pfizer shall pay to the Consumer Participating States the sum of $38,000,000 plus interest accrued thereon at the rate of 4.125% per annum from November 1, 2003 continuing until and including the day before complete payment is made (the "Consumer States Settlement Amount"), under the terms and conditions of the Assurance of Voluntary Compliance. The Consumer States Settlement Amount shall be paid pursuant to the Assurance of Voluntary Compliance no later than seven business days after Warner-Lambert and Pfizer receive written payment instructions from the negotiating team for the Consumer Participating States and following the latest date on which the following occurs: (1) this Agreement is fully executed by the Parties and delivered to Warner-Lambert and Pfizer's attorneys; (2) the Court accepts a Fed. R. Crim P. 11(c)(1) guilty plea in connection with the Criminal Action as described in Preamble Paragraph C and imposes an agreed-upon sentence; or (3) the Assurance of Voluntary Compliance is executed by or on behalf of the Consumer Participating States and Warner-Lambert.

D. If Warner-Lambert'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 Pfizer. If either the United States or Pfizer exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within three business days of the Court's decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, Warner-Lambert and Pfizer will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceeding which are brought by the United States within 90 calendar days of notification to all other Parties of that rescission, except to the extent such defenses were available on February 1, 2001.

2. Subject to the exceptions in Paragraph 3 below, in consideration of the obligations of Warner-Lambert and Pfizer set forth in this Agreement, conditioned upon Warner-Lambert and Pfizer's payment in full of the Settlement Amount, subject to Paragraph 17 below (concerning bankruptcy proceedings commenced within 91 days of the effective date of this Agreement), and subject to the acceptance by the United States District Court for the District of Massachusetts of a guilty plea by Warner-Lambert described in Preamble Paragraph C, the United States, on behalf

of itself, and its officers, agents, agencies, and departments, hereby fully releases Pfizer, Warner-Lambert and Parke-Davis, and their respective predecessors, subsidiaries, joint venture owners, their corporate parents and affiliates, successors and assigns, from any civil or administrative monetary claim that the United States has or may have under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; and common law claims for fraud, payment by mistake, unjust enrichment, breach of contract or disgorgement, or any other statute creating causes of action for civil damages or civil penalties which the Civil Division of the United States 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) (2003) for the Covered Conduct.

3. Notwithstanding any term of this Agreement, the United States specifically does not herein release any person or entity from any of the following claims or liabilities: (a) any potential criminal, civil or administrative claims arising under Title 26, U.S. Code (Internal Revenue Code); (b) any criminal liability; (c) any potential liability to the United States (or any agencies thereof) for any conduct other than the Covered Conduct; (d) any claims based upon obligations created by this Agreement; (e) except as explicitly stated in this Agreement, any

administrative liability, including mandatory exclusion from Federal health care programs; (f) any express or implied warranty claims or other claims for defective or deficient products and services; (g) any claims for personal injury or property damage or for other consequential damages arising from the Covered Conduct; (h) any claim based on a failure to deliver items or services due; or (i) any civil or administrative claims against individuals, including current and former directors, officers, and employees of Warner-Lambert, Parke-Davis or Pfizer, its predecessors, subsidiaries, joint venture owners, and their corporate parents and affiliates. No individuals are released by this Agreement.

4. In consideration of the obligations of Pfizer and Warner-Lambert set forth in this Agreement and the Corporate Integrity Agreement ("CIA") incorporated herein by reference, conditioned upon Pfizer and Warner-Lambert's payment in full of the Settlement Amount, and subject to Paragraph 17 below (concerning bankruptcy proceedings commenced within 91 days of the effective date of this Agreement), the HHS-OIG agrees to release and refrain from instituting, directing, recommending or maintaining any administrative action seeking exclusion from the Medicare, Medicaid or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Pfizer, its predecessors, subsidiaries, joint venture owners, their corporate

parents and affiliates, successors and assigns 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 activities), for the Covered Conduct, except as reserved in Paragraph 3 above, and as reserved in this paragraph. The HHS-OIG expressly reserves all rights to comply with any mandatory statutory obligation to exclude Pfizer from the Medicare, Medicaid or other Federal health care program under 42 U.S.C. § 1320a-7(a)(mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the HHS-OIG from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 3, above.

5. The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

6. Relator agrees that settlement of this Civil Action for the Federal Settlement Amount is fair, adequate and reasonable under all the circumstances and that he will not challenge the settlement or this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B), and he expressly waives the opportunity for a hearing on any objection to this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B).

7. In consideration of the obligations of the United States set forth in this Agreement, Warner-Lambert and Pfizer fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) which Warner-Lambert or Pfizer has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to or arising from the United States' investigation and prosecution of the Civil Action, the Criminal Action, and the Covered Conduct up to the effective date of this Agreement.

8. The United States agrees to pay the Relator $24,640,000 (his Relator's share) from the Federal Settlement Amount, as soon as practicable after receipt by the United States of such payment as his share of the proceeds pursuant to 31 U.S.C. § 3730(d). Conditioned upon receipt of his Relator's share, Relator, for himself individually, and for his heirs, successors, agents and assigns, fully and finally releases, waives, and forever discharges the United States, its officers, agents, and employees, from any claims arising from or relating to 31 U.S.C. § 3730, including 31 U.S.C. §§ 3730(b), (c), (c)(5), (d), and (d)(1), from any claims arising from the filing of the Civil Action, and from any other claims for a share of the Settlement Amount, and in full settlement of any claims Relator may have

under this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

9. Within seven business days after the payment of the Settlement Amount pursuant to this Agreement, the Relator will file a stipulation of dismissal with prejudice as to Relator, and without prejudice as to the United States, in the Civil Action for all claims except those for Relator's attorneys fees, in the form of the stipulation of dismissal attached hereto as Attachment A. The United States and the Relator will notify the Court that all pertinent Parties have stipulated, and that the United States consents, to dismissal of the Civil Action pending in the District of Massachusetts. The Civil Action shall be dismissed as described above effective upon receipt by the United States of the Federal Settlement Amount, pursuant to and consistent with the terms of this Agreement, with the sole exception of those statutory claims reserved by the Relator for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d), which shall not be dismissed, unless they are settled and the Court is so informed.

10. In consideration of the obligations of Warner-Lambert and Pfizer set forth in this Agreement, the Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns,

hereby fully and finally releases, waives and forever discharges Pfizer and Warner-Lambert, their current and former predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, agents, employees, attorneys and expert witnesses from any claims or allegations of the Relator that the Relator has asserted or could have asserted, whether or not relating to the Civil Action, except as they relate to a statutory claim by Relator for reasonable attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

11. In consideration of the obligations of the Relator set forth in this Agreement, Warner-Lambert and Pfizer, on behalf of themselves and their subsidiaries, their joint venture owners, their corporate parents and affiliates, and their agents, successors and assigns, fully and finally release, waive, and forever discharge the Relator and his respective heirs, successors, assigns, agents, attorneys and expert witnesses from any claims or allegations Warner-Lambert or Pfizer has asserted or could have asserted, whether or not relating to the Civil Action, except as they relate to a statutory claim by Relator for reasonable attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

12. Pfizer and Warner-Lambert waive and will not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct which

defenses may be based in whole or in part on a contention that, under the Double Jeopardy Clause of the Fifth Amendment of the Constitution or the Excessive Fines Clause of the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. The Parties agree that this Agreement is not punitive in purpose or effect.

13. The Settlement Amount that Pfizer must pay pursuant to Paragraph 1 above will not be decreased as a result of the denial of claims for payment now being withheld from payment by any State payer, related to the Covered Conduct; and, if applicable, Pfizer agrees not to resubmit to any State payer any previously denied claims, which denials were based on the Covered Conduct and agrees not to appeal any such denials of claims.

14. Pfizer and Warner-Lambert agree to the following:

(a) Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulations (FAR) 48 C.F.R. § 31.205-47 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v, and the regulations and official program directives promulgated thereunder) incurred by or on behalf on Pfizer or Warner-Lambert, their present or former officers, directors, employees, shareholders, and agents in connection with: (1) the matters covered by this Agreement and the related plea agreement; (2) the United States' audit and

civil and criminal investigation of the matters covered by this Agreement; (3) Pfizer or Warner-Lambert's investigation, defense, and any corrective actions undertaken in direct response to the United States' audit and civil and criminal investigation in connection with the matters covered by this Agreement (including attorneys' fees); (4) the negotiation and performance of this Agreement, the plea agreement, the Medicaid State Settlement Agreement and Release and the Assurance of Voluntary Compliance, (5) the payments Warner-Lambert and/or Pfizer makes to the United States or any State pursuant to this Agreement, the plea agreement, the Medicaid State Settlement Agreement and Release or the Assurance of Voluntary Compliance and any payments that Warner-Lambert and/or Pfizer may make to Relator; (6) the negotiation of, and the obligations undertaken pursuant to the CIA, including to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the HHS-OIG, are unallowable costs on Government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP). However, nothing in this paragraph affects the status of costs that are not allowable based on any other authority applicable to Pfizer or Warner-Lambert. (All costs described or set forth in this Paragraph 14(a) are hereafter, "unallowable costs").

(b) Future Treatment of Unallowable Costs: If applicable, these unallowable costs will be separately estimated and accounted for by Pfizer or Warner-Lambert, and Pfizer or Warner-Lambert will 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 Pfizer or Warner Lambert or any of their subsidiaries to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Submitted for Payment: If applicable, Pfizer and Warner Lambert further agree that within 60 days of the effective date of this Agreement, they will identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid, VA and FEHBP fiscal agents, any unallowable costs (as defined in this Paragraph) 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 Pfizer or Warner-Lambert or any of their subsidiaries, and will 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. Pfizer and Warner-Lambert agree that the United States, at a minimum, will be entitled to recoup from Pfizer or Warner-Lambert any overpayment plus applicable interest as a result of the inclusion of such unallowable costs on previously-submitted cost reports, information reports, cost statements, or requests for payment. Any payment 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 Pfizer or Warner-Lambert or any of their subsidiaries on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Pfizer or Warner-Lambert or any of their subsidiaries' cost reports, cost statements, or information reports. Nothing in this Agreement shall constitute a waiver of the rights of the United States to examine or reexamine the unallowable costs described in this Paragraph.

15. If applicable, Pfizer and Warner-Lambert agree that they will not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents or sponsors. Pfizer and Warner-Lambert waive any causes of action against these beneficiaries or their parents or sponsors based upon the claims for payment covered by this Agreement.

16. Pfizer and Warner-Lambert expressly warrant that they have reviewed their financial situation and that they are currently solvent within the meaning of 11 U.S.C. Sections 547(b)(3) and 548(a)(1)(B)(ii)(I), and will remain solvent following payment to the United States hereunder. Further, the Parties expressly warrant that, in evaluating whether to execute this Agreement, the Parties (a) have intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to Pfizer and Warner-Lambert, within the meaning of 11 U.S.C. Section 547(c)(1), and (b) have concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange.

17. In the event Pfizer or Warner-Lambert commences, or a another party commences, within 91 days of the effective date of this Agreement, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, (a) seeking to have any order for relief of Pfizer's or Warner-Lambert's debts, or seeking to adjudicate Pfizer or Warner-Lambert as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for Pfizer or Warner-Lambert or for all or any substantial part of Pfizer's or Warner-Lambert's assets, Pfizer and Warner-Lambert respectively agree that:

A. Pfizer's and Warner-Lambert's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. Section 547 or 548, and Pfizer and Warner-Lambert will not argue or otherwise take the position in any such case, proceeding or action that: (i) Pfizer's or Warner-Lambert's obligations under this Agreement may be avoided under 11 U.S.C. Section 547 or 548; (ii) either Pfizer or Warner-Lambert were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States hereunder; or (iii) the mutual promises, covenants and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Pfizer and Warner-Lambert;

B. In the event that Pfizer's or Warner-Lambert's obligations hereunder are avoided for any reason, including, but not limited to, the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Agreement, and bring any civil and/or administrative claim, action or proceeding against Pfizer or Warner-Lambert for the claims that would otherwise be covered by the releases provided in Paragraphs 2, 4 and 10 of the Agreement. If the United States chooses to do so, Pfizer and Warner-Lambert agree that, for purposes only of any case, action, or proceeding referenced in the first clause of this paragraph, (i) any such claims, actions or proceedings brought by the United

States (including any proceedings to exclude Pfizer or Warner-Lambert from participation in Medicare, Medicaid, or other federal health care programs) are not subject to an "automatic stay" pursuant to 11 U.S.C. Section 362(a) as a result of the action, case or proceeding described in the first clause of this Paragraph, and that Pfizer and Warner-Lambert will not argue or otherwise contend that the United States' claims, actions or proceedings are subject to an automatic stay; (ii) that Pfizer and Warner-Lambert will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any such civil or administrative claims, actions or proceeding which are brought by the United States within 30 calendar days of written notification to Warner-Lambert or Pfizer that the releases herein have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on February 1, 2001; and (iii) the United States and the Participating States have valid claims against Warner-Lambert and Pfizer in the aggregate amount of $190,000,000, and they may pursue their claims, inter alia, in the case, action or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding; and

C. Warner-Lambert and Pfizer acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

18. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity, including but not limited to any individual or entity that purchased Neurontin from Pfizer or Warner-Lambert except to the extent provided for in Paragraph 15 above.

19. Nothing in any provision of this Agreement constitutes an agreement by the United States, Warner-Lambert, Pfizer or the Relator concerning the characterization of the Settlement Amount for purposes of the Internal Revenue Laws, Title 26 of the United States Code or otherwise as to particular civil claims.

20. Except as provided in Paragraph 9, each party to this Agreement will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

21. Pfizer has entered into a CIA with HHS-OIG, attached as Attachment B, which is incorporated into this Agreement by reference. Pfizer will immediately upon execution of this Agreement begin to implement its obligations under the CIA.

22. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and

venue for any dispute arising between and among the Parties under this Agreement will be the United States District Court for the District of Massachusetts, including any dispute regarding Relator's attorneys' fees reserved in Paragraph 9, except that disputes arising under the CIA incorporated herein by reference shall be resolved through the dispute resolution provisions set forth in the CIA.

23. The undersigned Pfizer and Warner-Lambert signatories represent and warrant that they are authorized by their Board of Directors to execute this Agreement. The undersigned United States signatories represent that they are signing this Agreement in their official capacities and they are authorized to execute this Agreement on behalf of the United States through their respective agencies and departments.

24. This Agreement is effective on the date of signature of the last signatory to the Agreement.

25. This Agreement shall be binding on all successors, transferees, heirs and assigns of the Parties.

26. This Agreement, together with the CIA incorporated by reference, and the Plea Agreement described in Preamble Paragraph C, constitutes the complete agreement between the Parties with regard to the Covered Conduct. This Agreement may not be amended except by written consent of all the Parties, except that only Pfizer and HHS-OIG must agree in writing to a modification of the

CIA, without the consent of any other party to this Agreement or the plea agreement.

27. The Relator hereby consents to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

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

UNITED STATES OF AMERICA

By: _____ Dated: May 13, 2004
SARA MIRON BLOOM
Assistant United States Attorney
District of Massachusetts

By: _____ Dated: 10 May 2004
STANLEY ALDERSON
Trial Attorney
United States Department of Justice

By: _____ Dated: 10 May 2004
LARRY J. GOLDBERG
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

WARNER-LAMBERT COMPANY LLC

By: _____ Dated: 5/11/04
MARTIN TEICHER
Vice President
Warner-Lambert Company LLC

PFIZER INC

By: _____ Dated: 5/11/04
DOUGLAS M. LANKLER
Assistant General Counsel
Deputy Corporate Compliance Officer
Pfizer Inc

By: _____ Dated: 5/11/04
ROBERT B. FISKE
JAMES P. ROUHANDEH
Davis Polk & Wardwell
Counsel to Pfizer Inc
and Warner-Lambert Company LLC

RELATOR DAVID FRANKLIN

By: _____ Dated: 5/8/04
DAVID FRANKLIN

By: _____ Dated: 5/11/04
THOMAS GREENE
Greene & Hoffman
Counsel to Relator David Franklin