

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

SECOND AMENDMENT TO SETTLEMENT AGREEMENT, dated as of February 28, 2008 (this "Amendment"), between Merck & Co., Inc., a New Jersey corporation (together with its successors and assigns, "Merck"), and the counsel listed in the signature pages hereto under the heading "Negotiating Plaintiffs' Counsel" (collectively, the "NPC"; the NPC and Merck, each a "Party" and collectively the "Parties").

RECITALS

A. The Parties are parties to that certain Settlement Agreement, dated as of November 9, 2007 (the "Original Agreement"), as amended by that certain Amendment to Settlement Agreement, dated as of January 17, 2008 (the "First Amendment"; the Original Agreement as amended by the First Amendment, the "Settlement Agreement").

B. The Parties wish to amend the Settlement Agreement pursuant to Section 16.10 thereof, as further provided herein.

C. Merck and the NPC hereby agree that the Settlement Agreement is hereby amended as follows:

1. The first sentence of Section 1.2.2.2 of the Settlement Agreement is hereby amended and restated to read in its entirety as follows:

"1.2.2.2. In order for any particular Eligible Claimant (other than an unrepresented Eligible Claimant, that is an Eligible Claimant acting pro se, which shall be subject to Section 1.2.2.5 and not this Section 1.2.2.2) to qualify for an Interim Settlement Payment, the Counsel identified in a Registration Affidavit as the Primary Counsel for such particular Eligible Claimant shall either:

(i) deliver to the Claims Administrator by no later than February 29, 2008 a properly and fully executed Enrollment Form (including an updated Claimant Spreadsheet (referred to in the instructions to the Enrollment Form)), and (with respect to such particular Eligible Claimant) a fully executed Release, Medical Record Authorization Form, Dismissal With Prejudice Stipulation (unless such Eligible Claimant does not have a lawsuit pending against Merck Connected With VIOXX) and, where applicable, Employment Record Authorization Form; or

(ii) no later than February 29, 2008, either (x) enroll such particular Eligible Claimant online pursuant to procedures established by the Claims Administrator or (y) deliver to the Claims Administrator a properly and fully executed Enrollment Form along with a list, in such form as prescribed by the Claims Administrator, that identifies all Eligible Claimants being enrolled (including such particular Eligible Claimant). In the event that Primary Counsel chooses to enroll an Eligible Claimant pursuant to clause (ii) of the preceding sentence, in order for such enrolling Eligible Claimant to remain qualified for an Interim Settlement

Payment, Primary Counsel must also deliver to the Claims Administrator for such Eligible Claimant, by no later than March 31, 2008, a properly and fully executed (A) Release, (B) Medical Record Authorization Form, (C) where applicable, Employment Record Authorization Form, and (D) if such Eligible Claimant has a lawsuit pending against Merck Connected With VIOXX, a Dismissal With Prejudice Stipulation.”

2. The second sentence of Section 1.2.2.2 of the Settlement Agreement is amended and restated to read in its entirety as follows:

“The Claims Administrator, by no later than March 15, 2008, shall give to each counsel who submitted a Registration Affidavit under Section 1.1 a list of those *Registered Eligible Claimants* so registered by such counsel in such Registration Affidavit in relation to whom, according to the records of the Claims Administrator, such counsel has not submitted (or purported to submit) any Program enrollment materials by February 29, 2008.”

3. A new section 1.2.2.5 is hereby added to read in its entirety as follows:

“1.2.2.5 In order for an unrepresented Eligible Claimant, that is an Eligible Claimant acting *pro se*, to qualify for an Interim Settlement Payment, such Eligible Claimant shall deliver to the Claims Administrator by no later than March 31, 2008 a properly and fully executed Enrollment Form, including a fully executed Release, Medical Record Authorization Form, Dismissal With Prejudice Stipulation (unless such Eligible Claimant does not have a lawsuit pending against Merck Connected With VIOXX) and, where applicable, Employment Record Records Authorization Form.”

4. Section 4.1.3.1 of the Settlement Agreement is hereby amended and restated to read in its entirety as follows: “a Qualifying Program Claimant (i) that is a Special Marker QPC, (ii) that did not qualify for an Interim Settlement Payment in accordance with Section 1.2.2.2 (or, if applicable, Section 1.2.2.5) or (iii) in relation to which full compliance with the first sentence of Section 1.2.2.4 was not achieved by February 29, 2008 (or, in the case of a Qualifying Program Claimant that was enrolled in the Program pursuant to clause (ii) of Section 1.2.2.2 or Section 1.2.2.5, by March 31, 2008), shall not receive any Interim Settlement Payment;”

D. No Other Amendments. Except for the amendments specified in Section C of this Amendment, this Amendment shall not be deemed to effect any amendment, modification or waiver of any provision of the Settlement Agreement. Without limiting the generality of the preceding sentence, nothing in this Amendment modifies the Enrollment Deadline Date (or the first sentence of Section 1.2.2 of the Settlement Agreement).

E. Governing Law. This Amendment shall be governed by and construed in accordance with the law of New York without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

F. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto.

G. Effectiveness. This Amendment shall become effective upon execution thereof by (i) Merck and (ii) a majority in number of the NPC.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

MERCK & CO., INC.

By: _____

Name:

Title:

NEGOTIATING PLAINTIFFS' COUNSEL



Andy D. Birchfield Jr.
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.



Edward F. Blizzard
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