

| VIOXX SETTLEMENT PROGRAM CLAIMS ADMINISTRATION PROCEDURE | | | |
|---|---|----------------|-------------------|
| Procedure Number | 2008-13 | Effective Date | December 10, 2008 |
| Subject | Withdrawal of Claim From the Settlement Program | | |

1. Purpose of this Procedure. This Procedure applies to any Claimant who has submitted any Enrollment Documents in the Settlement Program and who requests to be permitted to withdraw the claim and not pursue any further Vioxx-related claims (a “Withdrawing Claimant” making a “Withdrawal Request”).

2. Definitions and Section References. Any capitalized terms used in this Procedure and not expressly defined in this Procedure shall have the meanings given to them in the Settlement Agreement. References to Sections are to sections of this Procedure, unless otherwise stated.

3. Form V2056. Any Withdrawing Claimant shall submit a complete Form V2056 *Withdrawal of Claim and Agreement on Delivery of Documents to Merck*. The Claims Administrator will not act on a Withdrawal Request until the Withdrawing Claimant such has submitted a Form V2056 and the Claims Administrator has accepted it as complete.

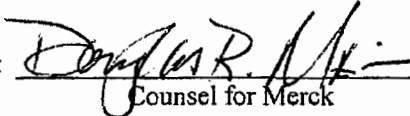
4. Withdrawing Claimants with Complete Release and Stipulation of Dismissal. If a Withdrawing Claimant has submitted a Release of All Claims (“Release”) and Stipulation of Dismissal With Prejudice (“Stipulation”) and such documents have been accepted by Merck as having no material deficiencies and thus are classified as having No Current Deficiency (“NCD”), the Claims Administrator will grant the Withdrawal Request and, in accordance with the Withdrawing Claimant’s agreement in Form V2056, deliver the Withdrawing Claimant’s NCD Release and NCD Stipulation to Merck.

5. Claimants With an NCD Stipulation. If a Withdrawing Claimant has a pending lawsuit and has submitted an NCD Stipulation but no NCD Release, the Claims Administrator will grant the request and, in accordance with the Withdrawing Claimant’s Form 2056, deliver the NCD Stipulation to Merck.

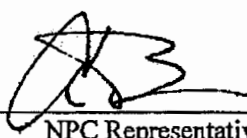
6. Withdrawing Claimants without Complete Release and Stipulation of Dismissal. If the Withdrawing Claimant is not covered by Section 4 or Section 5 (*i.e.*, has not submitted an NCD Release and/or an NCD Stipulation), and has a pending lawsuit, the Claims Administrator will notify the Withdrawing Claimant that the Withdrawing Claimant must provide a Stipulation that is accepted as NCD by Merck before the Withdrawal Request can be granted. If the Claimant has no lawsuit pending, the Claims Administrator will notify the Withdrawing Claimant that the Withdrawing Claimant must provide a Release that is accepted as NCD by Merck before the Withdrawal Request can be granted. If the Withdrawing Claimant timely submits such documents, the Withdrawal Request will proceed pursuant to Section 4 or Section 5, as applicable. If the Withdrawing Claimant does not timely submit such documents and no

extensions of the time to do so have been granted, the Claims Administrator will deny the Withdrawal Request, unless Merck directs otherwise.

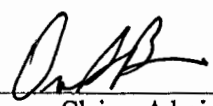
APPROVED:

By:  Date: 12/13/08
Counsel for Merck

Name: Douglas R. Marvin

By:  Date: 12/11/08
NPC Representative

Name: Andy Birchfield

By:  Date: 12/15/08
Claims Administrator

Name: Orran L. Brown

V2056**WITHDRAWAL OF CLAIM AND AGREEMENT ON DELIVERY OF DOCUMENTS TO MERCK****INSTRUCTIONS**

- (1) Fill out every space in this Agreement that pertains to the circumstances of the claim. If a space or section does not apply to you, mark it "N/A." Any space or section left blank and not marked "N/A" will cause your Agreement to be rejected.
- (2) The Vioxx User Claimant or the person acting as the Representative Claimant of a Deceased or legally Incompetent Vioxx User Claimant must sign this Agreement. The Primary Counsel for a claimant who is represented must also sign. Any Agreement without the required signatures will be rejected.
- (3) Each signature must be dated on the date it was signed. A signature without a date will be rejected.
- (4) Do not strike through, add to or otherwise alter anything in this Agreement. Any such attempted changes will cause the Agreement to be rejected.
- (5) If an Agreement is rejected, you will have to do a new one to replace it within 30 days after the first notice of rejection is sent to you.

A. VIOXX USER CLAIMANT INFORMATION

(The Vioxx User Claimant or a person acting for a Deceased or Incompetent Vioxx User Claimant must complete this Section)

| | | | |
|------------------------|-------|------------|------|
| Name | First | MI | Last |
| SSN | | VCN | |
| Primary Counsel | | | |

B. REPRESENTATIVE CLAIMANT INFORMATION

(A person acting for a Deceased or Incompetent Vioxx User Claimant also must complete this Section)

| | | | |
|--|--|-------|-----------|
| Name of Personal Representative, Administrator, or Executor | First Name | MI | Last Name |
| Address | Street/P.O. Box | | |
| | City | State | Zip |
| Relationship to Vioxx User Claimant | <input type="checkbox"/> Spouse <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Sibling <input type="checkbox"/> Administrator <input type="checkbox"/> Executor <input type="checkbox"/> Other _____ (specify) | | |

C. AGREEMENT

This Agreement pertains to the Settlement Agreement ("the Settlement Agreement") dated November 9, 2007, incorporated herein by reference, including but not limited to the program for resolution of claims relating to the use of Vioxx described there in (generally and collectively referred to in this Agreement as the "Resolution Program").

I hereby stipulate and agree to the following:

1. I am the Vioxx User Claimant identified in Section A or am the authorized Representative Claimant of such Vioxx User Claimant and am authorized to execute this Agreement on behalf of the Vioxx User Claimant and all heirs, beneficiaries, or other Derivative claimant associated with such Vioxx User Claimant.
2. I wish to withdraw this claim from the Resolution Program.

3. I understand and agree that I will be a Non-Program Submitting Claimant under Exhibit 1.5 of the Settlement Agreement and that as a result the Claims Administrator may deliver to Merck as legally binding the Release of All Clams and any Stipulation of Dismissal with Prejudice previously submitted to the Claims Administrator on this Claim, as well as any other document relating to the Claim requested by Merck, and that Merck may file the Stipulation of Dismissal with Prejudice to end any lawsuit in which I am a party.
4. I understand and agree that this Agreement is irrevocable and that I cannot change my mind after I sign it.

D. SIGNATURE BY CLAIMANT OR REPRESENTATIVE CLAIMANT

| | | | |
|------------------|--|-------------|--|
| Signature | | Date | ____/____/____ (month) (day) (year) |
|------------------|--|-------------|--|

E. PRIMARY COUNSEL SIGNATURE

(If the Vioxx User Claimant or Representative Claimant is represented by counsel, such counsel must complete this Section)

I am counsel for the Vioxx User Claimant or Representative Claimant identified in this Agreement. I certify that: (a) I have discussed with the Vioxx User Claimant or Representative Claimant the terms and legal effect of this Agreement and the decision to withdraw from the Resolution Program, and I answered any and all questions the Vioxx User Claimant or Representative Claimant may have had; and (b) having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of this Agreement, the Vioxx User Claimant or Representative Claimant agrees to all such terms and conditions and to be bound in full by this Agreement.

| | | | |
|------------------|--|-------------|--|
| Signature | | Date | ____/____/____ (month) (day) (year) |
|------------------|--|-------------|--|

| | | | |
|--------------------------------|-------|----|------|
| Name (printed or typed) | First | MI | Last |
|--------------------------------|-------|----|------|

| | |
|----------------------|--|
| Law Firm Name | |
|----------------------|--|