

EXHIBIT A

Patient Report

Information

Institution: Robert M. Smith MD
Name: Bacon, John
ID:
Accession #:
Sex: M BP: 0 / 0 mmHg
Birth Date: 28 Mar 1947 Height: ----- cm
Study Date: 01 Apr 2002 Weight: ----- kg
BSA: ----- m²
Indication: Redux usage
Miscellaneous Info:

Comments:

CARDIAC ECHOCARDIOGRAM EVALUATION SUMMARY

1. Well preserved left ventricular systolic performance.
2. Moderate aortic regurgitation (occupying 26% of the left ventricular outflow tract in diastole).
3. Moderate mitral regurgitation (RJA/LAA=40%).
4. Left atrial enlargement (4.52 cm. x 5.53 cm.).
5. No pulmonary hypertension.



Robert M. Smith MD

M-Mode

Valves & Atria

| | Distance |
|----------------|----------|
| Aortic Root: | 3.17 cm |
| AoV Cusp Sep: | 1.87 cm |
| Left Atrium: | 4.52 cm |
| Mitral D-E: | ----- cm |
| Tricuspid D-E: | ----- cm |

Ventricles

| | Diastole | Systole | |
|---------------|----------|----------|--------|
| RV Ant Wall: | ----- cm | ----- cm | |
| RV: | ----- cm | ----- cm | |
| IVS: | 1.29 cm | 1.87 cm | 45 %FT |
| LV: | 5.30 cm | 3.43 cm | 35 %FS |
| LV Post Wall: | 1.10 cm | 1.62 cm | 47 %FT |

Cubed Teichholz

| | | |
|--------------------|----------------------------|----------------------------|
| Ejection Fraction: | 73 % | 64 % |
| Stroke Volume: | 108.5 ml | 86.9 ml |
| Cardiac Output: | ----- l/min | ----- l/min |
| Cardiac Index: | ----- l/min/m ² | ----- l/min/m ² |

| | |
|----------------|------------------------|
| HR: | ----- bpm |
| LV Mass: | 255.1 g |
| LV Mass Index: | ----- g/m ² |

Doppler

Aortic Continuity Equation

| <u>LVOT</u> | Velocity | Gradient | TVI | Time |
|-------------|-----------|------------|---------|----------|
| Mean: | ----- m/s | ----- mmHg | ----- m | ----- ms |
| Peak: | 0.81 m/s | 2.6 mmHg | | |

| <u>AoV</u> | Velocity | Gradient | TVI | Time |
|------------|-----------|------------|---------|----------|
| Mean: | ----- m/s | ----- mmHg | ----- m | ----- ms |
| Peak: | 1.39 m/s | 7.7 mmHg | | |

| | |
|----------------|-----------------------|
| LVOT Diameter: | ----- cm |
| LVOT CSA: | ----- cm ² |

| | |
|----------------|-----------------------|
| AoV Area | |
| TVI: | ----- cm ² |
| Peak Velocity: | ----- cm ² |

Mitral

| <u>Outflow</u> | Velocity | Gradient | TVI | Time |
|----------------|-----------|------------|---------|----------|
| Mean: | ----- m/s | ----- mmHg | ----- m | ----- ms |
| Peak E: | 0.69 m/s | 1.9 mmHg | | |
| Peak A: | 0.51 m/s | 1.0 mmHg | | |
| E/A Ratio: | 1.35 | | | |

| <u>Regurg</u> | Velocity | Gradient |
|---------------|-----------|------------|
| Peak: | ----- m/s | ----- mmHg |

| | |
|-----------|-----------------------|
| PHT: | ----- ms |
| PHT Area: | ----- cm ² |

| | |
|------------------|----------------------------|
| HR: | ----- bpm |
| MV Diameter: | ----- cm |
| MV CSA: | ----- cm ² |
| Aortic SV: | ----- ml |
| Stroke Volume: | ----- ml |
| Regurg Fraction: | ----- % |
| Cardiac Output: | ----- l/min |
| Cardiac Index: | ----- l/min/m ² |

Pulmonic

| <u>Outflow</u> | Velocity | Gradient | TVI | Time |
|----------------|-----------|------------|---------|----------|
| Mean: | ----- m/s | ----- mmHg | ----- m | ----- ms |
| Peak: | 0.98 m/s | 3.8 mmHg | | |

| <u>Regurg</u> | Velocity | Gradient |
|---------------|----------|----------|
| | | |

Peak: ----- m/s ----- mmHg
 HR: ----- bpm
 PV Diameter: ----- cm
 PV CSA: ----- cm²
 Stroke Volume: ----- ml
 Cardiac Output: ----- l/min
 Cardiac Index: ----- l/min/m²

RVSP

| <u>Regurg</u> | Velocity | Gradient |
|---------------|-----------|----------|
| Peak: | 1.15 m/s | 5.3 mmHg |
| RA Press: | 10 mmHg | |
| RVSP: | 15.3 mmHg | |

| <u>VSD</u> | Velocity | Gradient |
|------------|------------|------------|
| Peak: | ----- m/s | ----- mmHg |
| Sys BP: | ----- mmHg | |
| RVSP: | ----- mmHg | |

EXHIBIT B

AHP Settlement Trust

P.O. Box 42290, Philadelphia, PA 19101
1-800-856-2070

August 14, 2003

2nd Day Air

John Bacon
c/o Mario D'Angelo, Esquire
Hariton & Angelo, LLP
3500 Sunrise Highway, Suite T-207
Great River, NY 11739

Re: Transmittal to Auditing Cardiologist
Diet Drug Recipient: John Bacon (CT)
Claim Number: 18300-8023213

Dear Claimant,

Pursuant to Rule 6 of the Rules for the Audit of Matrix Compensation Claims, please be advised that your Claim file, including medical documentation, which you submitted to the "Trust", was transmitted to an Auditing Cardiologist on August 14, 2003. The Rules for the Audit of Matrix Compensation Claims, effective December 1, 2002, (the Rules) are available on the AHP Settlement Trust's web site. If you would prefer a hardcopy of these Rules, please write or telephone the Trust and a copy will be mailed to you.

If you have any questions about this letter call the Trust at 1-800-386-2070 and refer to the Claim Number above. Notify the Trust in writing if your name or address changes; otherwise, you may not receive further information about your Claim and could lose the chance to receive benefits under the Settlement Agreement. For more information about the Settlement Agreement, consult the Trust's web site at www.settlementdietdrugs.com.

Sincerely,

AHP Settlement Trust

Smith 4/1/02 echo
mad AI + MR, lce
Lazor already agreed
- need affirmation -

EXHIBIT C

AHP Settlement Trust

P.O. BOX 42805, Philadelphia, PA 19101 1-800-386-2070

September 10, 2003

Via 2nd Day Air

John W. Bacon III
c/o Mario D'Angelo, Esquire
Hariton & D'Angelo, LLP
3500 Sunrise Highway, Suite T-207
Great River, NY 11739

RE: MEDICAL RECORDS CAP NOTICE

Claimant: John W. Bacon III

Claim Number: 18300-8023213

Dear Claimant:

In accordance with the requirements of the Nationwide Class Action Settlement Agreement with American Home Products Corporation (the "Settlement Agreement") and the Rules for the Audit of Matrix Compensation Claims, effective December 1, 2002 (the "Audit Rules"), an independent Auditing Cardiologist reviewed your Claim for Matrix Compensation Benefits ("Claim") to determine whether there was a reasonable medical basis for the answers given by the physician who completed Part II of your GREEN Form. The Trust also reviewed your Claim to determine whether there were any intentional material misrepresentations made in connection with the Claim.

Findings. The Auditing Cardiologist, Dr. Peter George, found that there was a reasonable medical basis for the answers given by the physician who completed Part II of your GREEN Form with respect to medical conditions required for a Matrix Claim. The Auditing Cardiologist's findings are set forth in the enclosed documentation. The duration of your drug use is 61 days or more.

Based upon the information and records that you submitted to the Trust in support of your Claim, the findings of the audit and the duration of your drug use, the Trust has determined that your Claim for Matrix Compensation Benefits is potentially payable on Matrix A. To qualify to be paid on Matrix A, you must comply with the Court Approved Procedure ("CAP") No. 4 (approved by the Court in Pretrial Order No. 2805) regarding the provision of medical records and documents relating to your Claim. A copy of CAP No. 4 can be obtained at the web site at www.settlementdietdrugs.com.

Pursuant to CAP No. 4, you must elect one of the three options set forth below for the processing of your Claim to continue:

Option 1: You must submit all General Medical Records identified in paragraph 4 of CAP No. 4 to the Trust; **OR**

Option 2: You must submit a completed Physician Verification and DDR Acknowledgment Form ("Verification Form") and any applicable documentation to the Trust. For your convenience, a Verification Form is enclosed; **OR**

Option 3: You may agree in writing to be paid Matrix Compensation Benefits on Matrix B in full satisfaction of your Claim and submit this signed agreement to the Trust. For your convenience, an Option No. 3 Election Form is enclosed. Payment on the B Matrix is approximately 20% of what would be paid on the A Matrix. To calculate this amount, you should review the enclosed findings of the Auditing Cardiologist and then utilize the payment matrices located in the appendix of the GREEN Form.

Whatever option you choose, you must mail all submissions, postmarked within forty-five (45) days of this Medical Records CAP Notice, to the Trust at this address:

Donna Dicken
AHP Settlement Trust
P.O. Box 42290
Philadelphia, PA 19101

The Trust will consider requests for enlargement of time to comply with the options set forth above, based upon good cause. Unless the Trust grants a request for enlargement of time, the Trust will not accept any General Medical Records or Verification Forms submitted after the forty-five (45) day deadline set forth above.

The Trust will not pay any Matrix Compensation Benefits on Matrix A on your Claim unless you comply with the requirements of either Option No. 1 or Option No. 2. Timely submission of General Medical Records or the Verification Form does not guarantee that your Claim will be paid on Matrix A. The Trust will review your submission to determine if you qualify for payment on Matrix A. If you fail to timely respond to this letter, or if the Trust determines that your Option No. 1 or Option No. 2 submission does not comply with CAP No. 4, the Trust will issue a Post-Audit Determination that your Claim will be paid on Matrix B at the appropriate Matrix Level. If the Trust determines that your Option No. 1 or Option No. 2 submission complies with CAP No. 4, does not reveal any factor that places the Claim on Matrix B, and if the Trust otherwise determines that the Claim is eligible for payment on Matrix A, the Trust will issue a Post-Audit Determination that your Claim will be paid on Matrix A at the appropriate Matrix Level. If you submit a signed agreement to be paid on Matrix B (Option No. 3 Election), the Trust will pay the Claim at the agreed Matrix Level on Matrix B.

If you have any questions regarding this matter, call 1-800-386-2070 and refer to the Claim Number above or contact us through the web site at www.settlementdietdrugs.com. Remember to notify the Trust in writing of your name or address changes; otherwise, you may not receive future information about benefits under the Settlement Agreement.

Sincerely,
AHP Settlement Trust
cc: Wyeth

PHYSICIAN VERIFICATION AND DDR ACKNOWLEDGEMENT

This Form must be completed by a Board-Certified Cardiologist, or a Board-Certified Cardiothoracic Surgeon, with at least Level 2 training in Echocardiography. Print or type all information in black ink.

I. DIET DRUG RECIPIENT

| | | | |
|--------------|---|--------|--|
| Name: | First | Middle | Last |
| Claim Number | Date of Birth ____ / ____ / ____ (Month) (Day) (Year) | | Social Security Number ____ - ____ - ____ |

II. ATTESTING PHYSICIAN REVIEW OF MEDICAL HISTORY AND RECORDS

I certify that:

1. I am a Board-Certified Cardiologist, or Board-Certified Cardiothoracic Surgeon, with at least Level 2 training in Echocardiography specified in A.S. Pearlman *et al.*, *Guidelines for Optimal Physician Training in Echocardiography: Recommendation of the American Society of Echocardiography Committee on Physician Training in Echocardiography*, 60 Am J. Cardiology 158-163 (1987).
2. I completed and signed on _____ (insert date) the GREEN Form previously submitted to the Settlement Trust by this Diet Drug Recipient.
OR
 I completed and signed Part II.E of the GREEN Form attached to this Form.
3. I met with the Diet Drug Recipient in person in my offices (or in a hospital or other health care facility) _____ (insert date) for _____ (state length of session) and took a complete medical history of the Diet Drug Recipient, in conformity with accepted medical standards regarding obtaining a medical history for purposes of diagnosis and treatment of a patient with or suspected of having valvular heart disease. I asked the questions and follow-up questions necessary to provide complete and accurate answers to the questions in Part II.E of the GREEN Form. Where the Diet Drug Recipient was unable to answer a question with certainty, I obtained and reviewed the medical records necessary to provide the requested information. There were no agents and/or representatives of any law firm present during my meeting with this Diet Drug Recipient. **Note:** You must attach a written transcription of this medical history to this Form. Lack of information cannot be the basis for a negative answer to any GREEN Form question.
OR
4. I met with the Diet Drug Recipient in person in a _____ (state type of location, i.e. clinic, mobile unit, etc.) located _____ (state specific address) _____ (insert date) for _____ (state length of session) and took a complete medical history of the Diet Drug Recipient, in conformity with accepted medical standards regarding obtaining a medical history for purposes of diagnosis and treatment of a patient with or suspected of having valvular heart disease. I asked the questions and follow-up questions necessary to provide complete and accurate answers to the questions in Part II.E of the GREEN Form. Where the Diet Drug Recipient was unable to answer a question with certainty, I obtained and reviewed the medical records necessary to provide the requested information. This meeting did not take place in an office associated with any law firm and there were no agents and/or representatives of any law firm present during my meeting with this Diet Drug Recipient. **Note:** You must attach your written transcription of the medical history to this Form. Lack of information cannot be the basis for a negative answer to any GREEN Form question.
OR
5. After reasonable inquiry regarding the existence and completeness of such records, I personally reviewed medical records of the Diet Drug Recipient beginning at least five years preceding the Diet Drug Recipient's Diet Drug use and continuing through the submission of the claim to the Trust, including all records and documents of the general care providers (general practitioners, family physicians, primary care providers, and internists) and all subspecialty care providers (including without limitation subspecialists in internal medicine, cardiology, and neurological surgeons, neurologists, cardiologists, rheumatologists, pathologists, emergency care providers, obstetrician/gynecologists), who rendered any medical care to and/or were consulted by the Diet Drug Recipient, and satisfied myself that based on this review I could accurately answer the questions in the GREEN Form or in the attached GREEN Form Part II.E.

NOTE: To complete this Form you must answer Questions 1 and 2. You must also answer Question 3, 4 or 5. If you are the physician who attested to the GREEN Form on file, you must complete, sign, and attach Part II.E of a GREEN Form.

III. PHYSICIAN INFORMATION

| | | | | |
|----------------|--------|----------|--------|----------|
| Name: | First | Middle | Last | |
| Address: | Street | City | State | Zip code |
| Telephone: () | | Fax: () | Email: | |

NOTE: This Form is an official Court document sanctioned by the Court presiding over the Diet Drug Settlement. Submit it to the AHP Settlement Trust is equivalent to filing it with a Court. I declare under penalty of perjury that the information provided in this Form is correct to the best of my knowledge and information.

Signature: _____ Date: ____/____/____
(Month) (Day) (Year)

IV. DIET DRUG RECIPIENT ACKNOWLEDGMENT

NOTE: You must complete Question 1 or Question 2, and sign and date this Form.

I certify that:

1. *Answer this Question if the physician answered Question 3 or 4 in Section II of this Form:*

I met in person on _____ (insert date) with the physician who completed Sections II and III of this Form. I answered all of questions honestly and completely. I reviewed the physician's answers to the questions on my GREEN Form and affirm that the answers are correct to the best of my knowledge and information.

2. *Answer this Question if the physician answered Question 5 in Section II of this Form:*

I produced to the physician who completed Sections II and III of this Form, or authorized production to such physician, of my records beginning at least five years preceding my Diet Drug use and continuing through the submission of my claim to the Trust, including all records and documents of the general care providers (general practitioners, family physicians, primary care providers, and internists) and all subspecialty care providers (including without limitation subspecialists in internal medicine, cardiovascular and neurological subspecialists, neurologists, cardiologists, rheumatologists, pathologists, emergency care providers, obstetricians, and gynecologists), who rendered medical care to and/or were consulted by me during that period.

NOTE: This Form is an official Court document sanctioned by the Court presiding over the Diet Drug Settlement. Submit it to the AHP Settlement Trust is equivalent to filing it with a Court. I declare under penalty of perjury that the information provided in this Form is correct to the best of my knowledge and information.

Signature: _____ Date: ____/____/____
(Month) (Day) (Year)

**ELECTION OF OPTION NO. 3 IN MEDIAL RECORDS CAP NOTICE
AND
ACCEPTANCE OF MATRIX COMPENSATION BENEFITS ON MATRIX B**

Claimant: John W. Bacon III

Claim Number: 18300-8023213

By my signature below, I hereby agree to **all** of the following:

- 1) elect Option No. 3 identified in the Medical CAP Records Notice form the AHP Settlement Trust dated <Medical Records CAP Notice date> and agree to be paid Matrix Compensation Benefits on Matrix B in full satisfaction of the above-referenced Claim and waive any right to establish entitlement to benefits on Matrix A;
- 2) waive my right to elect Option No. 1 (to submit all of the Class Member's General Medical Records) or Option No. 2 (to submit a completed Physician Verification and Acknowledgement Form) identified in the Medical Records CAP Notice; and
- 3) authorize the AHP Settlement Trust (the "Trust"), upon the Trust's receipt of a fully executed copy of this document, to process this Claim for payment on Matrix B. Payment on the B Matrix is approximately 20% of what would be paid on the A Matrix. To calculate this amount, you should review the enclosed findings of the Auditing Cardiologist and then utilize the payment matrices located in the appendix of the GREEN Form.

CLAIMANT SIGNATURE

Claimant Signature

Date: _____

Print Name

Witness

ATTORNEY SIGNATURE (IF REPRESENTED)

Attorney Signature

Date: _____

Print Name

Witness

AHP SETTLEMENT TRUST

REPORT OF AUDITING CARDIOLOGIST OPINIONS CONCERNING GREEN FORM QUESTIONS AT ISSUE

Diet Drug Recipient: JOHN W BACON, III
Claim Number: 8023213
Date of Echocardiogram: 04/01/2002
Date of Operative Report:

September 4, 2003

Auditing Cardiologist: George, Peter
Date Audit Complete: 09/01/2003

Section A -

No - 1. Tape Not Evaluable

Section B -

04/01/2002 1. Date of Echocardiogram:

09/01/2003 2. Date of Audit Reading:

No - 3. Multiple Echocardiogram/Diagnosis Dates?:

Section C - Study Type TTE TEE Stress Echo (resting portion only)

TTE - Found by Auditor

Section D - Patient is in

Sinus Rythm
Atrial Fibrillation/Flutter
Other (Specify)

Sinus Rythm - Found by Auditor

Rythm Type comments

Section E - 2-D directed M-Mode or 2-D echocardiography (parasternal long-axis view) - Value in mm

20 1. Aortic Root (1 beat)

45 2. Left Atrium (antero-posterior dimension /parasternal long-axis view / 1 beat)

54 3. Left Atrium (supero-inferior dimension /apical four chamber view / 1 beat)

34 4. Left Ventricular Internal Dimension - End Systole

53 5. Left Ventricular Internal Dimension - End Diastole

AHP SETTLEMENT TRUST

REPORT OF AUDITING CARDIOLOGIST OPINIONS CONCERNING GREEN FORM QUESTIONS AT ISSUE

Diet Drug Recipient: JOHN W BACON, III
Claim Number: 8023213

September 4, 2003

M-Mode comments

Section F - Pulmonary Artery Pressure (continuous wave doppler)

1.2 1. Peak tricuspid regurgitation jet velocity - Value in m/sec

15.8 PASP - PASP computed from TR velocity using the following equation: $PASP = (4 * TRvel * TRvel) + 10 \pi$
Hg

PASP comments

Section G - Left Ventricular Systolic Function (Assessed visually integrating information from all views)

50% - 60%

40% - 49%

35% - 39%

30% - 34%

< 30%

> 60%

> 60% - Found by Auditor

If Value indicated is >60% see detail below

Ejection Fraction Range - 61% - 65%

Ejection Fraction comments

Section H - Mitral (Assessed visually in any apical view)

NONE --- No regurgitant color flow

Physiologic -- Non-sustained jet immediately (within 1cm) behind the annular plane or $\leq 5\%$ RJA/LAA

Mild -- (1) RJA/LAA $> 5\%$ or mitral jet height > 1 cm from valve, and (2) RJA/LAA $< 20\%$

Moderate -- 20% to 40% RJA/LAA

Severe -- RJA/LAA $> 40\%$

Not Evaluable

Regurgitation Level Found - Moderate Regurgitation

Mitral Regurgitation comments

Section I - Aortic Based on Jet Diameter

NONE --- No regurgitant color flow

Trace -- JH/LVOTH $< 10\%$

Mild -- 10% to 24% JH/LVOTH

AHP SETTLEMENT TRUST

REPORT OF AUDITING CARDIOLOGIST OPINIONS CONCERNING GREEN FORM QUESTIONS AT ISSUE

Diet Drug Recipient: JOHN W BACON, III
Claim Number: 8023213

September 4, 2003

Moderate -- 25% to 49% JH/LVOTH
Severe -- JH/LVOTH > 49%
Not Evaluable
Regurgitation Level Found - Mild Regurgitation
Aortic Regurgitation comments

Other Pathology ~ Section J - Aortic Valve Pathology

- No - 1. Congenital Aortic Valve Abnormality
- No - 2. Aortic dissection involving the aortic root and/or aortic valve
- Yes - 3. Aortic sclerosis
- No - 4. Aortic root dilation > 5.0 cm
- No - 5. Aortic stenosis with an aortic valve area < 1.0 square centimeter by the Continuity Equation
- No - 6. Evidence of aortic valve surgery
- No - 7. Aortic valve pathology of a type associated with bacterial endocarditis
- No - 8. Aortic valve lesions of the type associated with Systemic Lupus Erythematosus
- No - 9. Aortic valve lesions of the type associated with rheumatoid arthritis
- No - 10. Aortic valve lesions of the type associated with carcinoid tumor
- No - 11. Aortic valve lesions of the type associated with methysergide and/or ergotamine use

Aortic valve pathology comments

Other Pathology ~ Section K - Mitral Valve Pathology

- No - 1. Mitral Valve prolapse (Assessed in the parasternal long axis view and defined as displacement of one both mitral leaflets > 2mm above the atrial-ventricular border during systole, and 5 mm leaflet thickening during diastole)
- No - 2. Congenital Mitral Valve Abnormality
- No - 3. Chordae tendinae rupture
- No - 4. Papillary muscle rupture
- No - 5. Acute myocardial infarction associated with acute mitral regurgitation
- No - 6. Mitral annular calcification
- No - 7. Rheumatic mitral valve (Defined as doming of the anterior leaflet and/or anterior motion of the posterior leaflet)

AHP SETTLEMENT TRUST

REPORT OF AUDITING CARDIOLOGIST OPINIONS CONCERNING GREEN FORM QUESTIONS AT ISSUE

Diet Drug Recipient: JOHN W BACON, III
Claim Number: 8023213

September 4, 2003

leaflet and/or commissural fusion)

- No - 8. Evidence of mitral valve surgery
- No - 9. Mitral valve lesions of a type associated with bacterial endocarditis
- No - 10. Mitral valve lesions of the type associated with Systemic Lupus Erythematosis
- No - 11. Mitral valve lesions of the type associated with rheumatoid arthritis
- No - 12. Mitral valve lesions of the type associated with carcinoid tumor
- No - 13. Mitral valve lesions of the type associated with methysergide and/or ergotamine use

Mitral valve pathology comments

Section L - Medical History

- No - D3. Aortic sclerosis at the time that the Diet Drug Recipient was first diagnosed with mild or greater aortic regurgitation if he or she was 60 or older at that time
- No - D10. Did a Board Certified Pathologist examine mitral valve tissue and determine that there was no evidence of rheumatic heart disease
- No Documentation - F1. Bacterial endocarditis - not found in other pathology sections (J/K)
- No - F2. Pulmonary Hypertension secondary to severe aortic regurgitation with a peak systolic pulmonary pressure > 40mm Hg measured by cardiac catheterization
- No - F3. Pulmonary Hypertension secondary to moderate or greater mitral regurgitation with a peak systolic pulmonary pressure > 40 mm Hg measured by cardiac catheterization
- No - F7. Arrhythmias, defined as chronic atrial fibrillation/flutter that cannot be converted to normal sinus rhythm or atrial fibrillation/flutter requiring ongoing medical therapy

AHP SETTLEMENT TRUST

REPORT OF AUDITING CARDIOLOGIST OPINIONS CONCERNING GREEN FORM QUESTIONS AT ISSUE

Diet Drug Recipient: JOHN W BACON, III
Claim Number: 8023213

September 4, 2003

1. Identifying Information

Diet Drug Recipient: JOHN W BACON, III
Claim Number: 8023213
Date of Echocardiogram: 04/01/2002
Date of Operative Report:

Auditing Cardiologist: George, Peter
Date Audit Complete: 09/01/2003

2. GREEN Form Question(s) at issue

The Auditor responded to the following question(s) to comply with Audit Rule 7(c). The GREEN Form Question(s) at issue in this audit appear below.

Issue # 1 - C3B. For aortic regurgitation, the following determined in the parasternal long-axis view or in the apical long-axis view, if the parasternal long-axis view is unavailable:

- Mild aortic regurgitation, defined as regurgitant jet diameter equal to or greater than 10% but less than 25% of the outflow tract height (10%-24% jet height ("JH")/left ventricular outflow tract height ("LVOTH")).
- Moderate aortic regurgitation, defined as 25%-49% JH/LVOTH.
- Severe aortic regurgitation, defined as > 49% JH/LVOTH.
- None of the above.

Attesting Physician Regurgitation Level Found - Moderate Regurgitation
Auditing Cardiologist Regurgitation Level Found - Mild Regurgitation

The Auditing Cardiologist opined that there was no reasonable medical basis to the answer given by the claimant's physician to the Claim Form question above and provides the following explanation.

Auditor's Explanation for Opinion: The degree of aortic regurgitation appears mild.

Issue # 2 - F. To the best of your knowledge, has the above-named Diet Drug Recipient developed the following condition after the date on which the patient first used Pondimin® and /or Redux™:

8. Ejection fractions as follows:

- 50%-60% Yes No
- 40%-49% Yes No
- 35%-39% Yes No
- 30%-34% Yes No
- <30% Yes No

Attesting Physician Ejection Fraction Found - No Response/Unknown
Auditing Cardiologist Ejection Fraction Found - >60%

The Auditing Cardiologist opined that there was a reasonable medical basis to the answer given by the claimant's physician to the Claim Form question above and provides the following explanation.

AHP SETTLEMENT TRUST

REPORT OF AUDITING CARDIOLOGIST OPINIONS CONCERNING GREEN FORM QUESTIONS AT ISSUE

Diet Drug Recipient: JOHN W BACON, III

September 4, 2003

Claim Number: 8023213

Auditor's Explanation for Opinion: No specific EF is stated on the form.

AHP Settlement Trust

P. O. Box 42805 Philadelphia, PA 19101 • 1-800-386-2070

TO: Primary Counsel

RE: Communication of Results of Medical Audit

Dear Counsel:

Enclosed herewith is a letter communicating the results of the medical Audit of your client's Claim. You are listed as Primary Counsel in the Trust's records.

Please note that this memorandum and the enclosed letter are addressed to you only as Primary Counsel in the Claim. As Primary Counsel it is your responsibility to notify any Co-Counsel, and of course, the Claimant, of the determination(s) made by the Trust and communicated to you with respect to this Claim.

Very truly yours,

AHP Settlement Trust

EXHIBIT D

AHP Settlement Trust

P.O. BOX 42805, Philadelphia, PA 19101 1-800-386-2070

November 21, 2003

Via UPS 2nd Day Air

John W. Bacon, III
c/o Mario D'Angelo, Esq.
Hariton & D'Angelo, LLP
3500 Sunrise Highway
Suite T-207
Great River, NY 11739

**Re: Post Audit Determination Letter
Diet Drug Recipient: John W. Bacon
Claim Number: 183/00 8023213**

Dear Claimant:

The AHP Settlement Trust (the "Trust") previously mailed to you a notice that your Claim for Matrix Compensation Benefits under the terms of the Nationwide Class Action Settlement Agreement (the "Settlement Agreement") was potentially payable on the A Matrix, but that you had failed provide certain General Medical Records required by Pretrial Order 2805 necessary to complete the processing of your claim. As such, the Trust requested that you provide either: (1) the General Medical Records set forth in the notice; (2) a Physician Verification and DDR Acknowledgment; or (3) your agreement in writing to be paid Matrix Compensation Benefits on Matrix B.

The Trust received your timely submission of a Physician Verification and DDR Acknowledgment. Based on the information and records that you submitted to the Trust in support of your Claim, the audit of your Claim the duration of your drug use, and the relevant information contained in your Physician Verification and DDR Acknowledgment, the Trust has determined that you are entitled to Matrix Compensation Benefits on the A Matrix as follows:

SCANNED

| | | | |
|--|--|----|------------|
| Compensation to Claimant | | \$ | 317,787.41 |
| The Trust calculated the Compensation to Claimant in the following manner: | | | |
| Gross Matrix Compensation Benefit (Matrix A/Level II) | The total amount payable to you under the Settlement Agreement, based on the age and medical condition of the Diet Drug Recipient. This gross amount will be reduced by the following applicable reductions: | \$ | 458,369.00 |
| - Attorneys' Fee | Fee based on the percentage set forth in Part III of the GREEN Form as the percentage you agreed to pay your attorney for pursuing compensation from the Trust (may not exceed any fee caps imposed under state law). | \$ | 98,003.59 |
| - Attorneys' Expenses | Any out-of-pocket expenses your attorney incurred in pursuing your Claim. | \$ | 1,324.79 |
| - Class Counsel Fee | Nine percent (9%) of the Gross Matrix Compensation Benefit, paid pursuant to Court Order to the attorneys appointed by the Court to represent Class Members generally. If you are represented by an attorney, the 9% is deducted from the Attorneys' Fee portion of the Matrix Compensation Benefit payment. | \$ | 41,253.21 |
| = Compensation to Claimant | The monetary benefit to be paid to you after all expenses and fees are deducted from the Gross Matrix Compensation Benefit. | \$ | 317,787.41 |

The amounts that were the subject of the previous Initial Post Audit Determination have either already been paid or have become final and payment is pending, and the amounts set forth above are additional amounts paid.

The Trust is authorized to recognize claims by attorneys for reasonable costs or expenses incurred in connection with a claim for Matrix benefits, and only to the extent authorized by law. The Trust has not recognized the claims for costs recently submitted by counsel as "post submission client disbursements." The reasons are stated below.

The Trust does not in most circumstances approve costs: 1) associated with general overhead; 2) that are litigation expenses in venues other than the Claim filed in the Settlement, such as court reporter fees, transcript investigative fees, and other costs not associated in the direct preparation of a particular claim; 3) that are C or training expenses; 4) that are airfare and taxicab expenses, to name a few circumstances. The expenses are disallowed for this reason. In addition, expert witness fees and costs expended to advance or defend a particular legal theory, practice, or allegation concerning the conduct of a law firm or physician in connection with a group of claims presented by them are not reasonable costs associated with the preparation of a particular claim.

It appears that the costs in question were associated with a motion that was heard by the United States District Court for the Eastern District of Pennsylvania in September, 2003. It appears that counsel has determined to assess a portion of these costs to the class member/Matrix claimant, and that counsel seeks to have these costs assessed against the Matrix benefit otherwise payable to the class member. Assuming, that such expenses could be deemed reasonable out-of-pocket costs, such costs could be awarded *only to a prevailing party*. The Trust does not consider Hariton & D'Angelo and Napoli, Kaiser & Bern or the Matrix claimant as "prevailing parties" in connection with the questions presented on the motion that was before the court. That question, however, is not dispositive because the Trust's policy and practice are to disallow any expense that is not specifically relevant to the preparation of a particular Matrix Claim. A litigation expense associated with the defense of the conduct of a law firm and certain physicians does not qualify as a reasonable out of pocket expense that can be apportioned among a firm's clients. The Trust will disallow any such claimed expense.

Derivative Claim(s). This Claim did not identify an associated Derivative Claim. The Settlement Agreement allows for Derivative Claim Benefits of a single fixed amount based on the underlying Claimant's Matrix Compensation Benefit. A Derivative Claim Benefit is apportioned according to applicable law between and among all Derivative Claimants identified for a given Matrix Compensation Claim. Because this benefit must be apportioned, any Derivative Claim listing all Derivative Claimants associated with this Matrix Compensation Claim must be postmarked or placed in the hands of a delivery carrier and sent to the Trust no later than fifteen (15) days from the date of this letter or no derivative claims will be paid relating to this Claim.

Contest Rights Regarding Auditing Cardiologists Findings. To contest this Post-Audit Determination, you must send a written communication to the Trust *postmarked no later than sixty (60) days from the date of this letter*, stating that you contest the Post-Audit Determination. Written contests must be mailed to the Trust at this address:

AHP Settlement Trust
Attn: Post-Audit Determination Dispute Dept.
P.O. Box 42290
Philadelphia, PA 19101

If you contest any finding of the Auditing Cardiologist, you must state the factual reasons for the contest and identify any alleged errors made by the Auditing Cardiologist. You also may submit with your notice of contest certain materials (the written communication and any such materials shall be the "Contest Materials") to the Trust. These Contest Materials: (1) shall not include materials previously submitted with the Claim; (2) shall not be cumulative of materials previously submitted with the Claim; (3) shall be limited to the specific issue relating to the Post-Audit Determination; and (4) may include a verified statement of a medical expert.

After the expiration of this sixty-day deadline, the Trust shall not accept any Contest Materials or other documentation from the Claimant unless the Trust grants a timely request for an extension of this deadline upon good cause shown.

Other Contests. You may also seek to contest any aspect of this Post-Audit Determination other than the issue of the correctness of medical findings made in an Audit. These include the Trust's determinations regarding attorney's fees or costs, allocation of payments among Derivative claimants, eligibility for Derivative benefit payments or amounts of Subrogation Claims, proof of Diet Drug use or duration of use. To contest on such issues you must send to the Trust a written explanation why the Trust should change this Post-Audit Determination, along with any additional information or documents for the Trust to consider. Any such written contests must be *postmarked no later than thirty (30) days from the date of this letter*. The Trust will not accept submissions by FAX, e-mail or overnight delivery carrier. Send contests to:

AHP Settlement Trust
Post-Audit Determination Dispute
P.O. Box 42290
Philadelphia, PA 19101

Anything submitted that is postmarked after 30 days will not be considered by the Trust in making its Final Post-Audit Determination or during any appeal to arbitration of the Final Post-Audit Determination.

Procedures After Contest. (1) If you timely contest the Post-Audit Determination based on the Auditing Cardiologist's findings, the Trust will review any Contest Materials and issue a Final Post-Audit Final Determination on the Claim. If you dispute the Trust's Final Post-Audit Determination regarding these medical findings, you then must proceed through the Show Cause process described in Pre-Trial Order 2807 concerning challenging audit results. A copy of these rules can be obtained at the web site at www.settlementdietdrugs.com. (2) If you timely contest any other findings underlying this Post-Audit Determination other than the issue of the correctness of medical findings made in an Audit, the Trust will review any Contest Materials and issue a Final Post-Audit Final Determination on the Claim. If you dispute the Trust's Final Post-Audit Determination, you will be able to appeal the Trust's Final Post-Audit Determination through arbitration under Section VI.C.4 of the Settlement Agreement and pursuant to the Rules Governing Arbitration Process. A copy of these rules can be obtained at the web site at www.settlementdietdrugs.com

Acceptance. If no one contests this Post-Audit Determination within the sixty-day contest period, this Post-Audit Determination will be deemed accepted. The Post-Audit Determination will become the Trust's Final Post-Audit Determination on the Claim with no further notice from the Trust.

Accelerated Payments and Waiver of Rights. For Claimants who agree with the above proposed distribution of your Claim, payment of your Claim may be accelerated by completing and returning the attached Acceptance of Post-Audit Determination and Waiver form. Review the form carefully before completing it, because by completing, signing and submitting it to the Trust you waive all rights to contest this Post-Audit Determination and you make specific representations about Subrogation Claims. If you agree with the terms of the Acceptance of Post-Audit Determination and Waiver form, you must also obtain the signatures of all parties shown on the form and return it to:

AHP Settlement Trust
Post-Audit Determination
P.O. Box 42290
Philadelphia, PA 19101.

The signatures may be on separate Acceptance and Waiver forms (counterparts) bearing the above Claim Number. The Trust will not accept forms that have been modified by Claimants, their attorneys or anyone else.

This Post-Audit Determination for Matrix Compensation Benefits is independent of any claims you may have for the Prescription Reimbursement or Echocardiogram Screening Benefits. The Trust will address any of those Benefits to which you may be entitled in separate correspondence, if it has not already done so.

If you have any questions regarding this matter, call 1-800-386-2070 and refer to the Claim Number above or contact us through the web site at www.settlementdietdrugs.com. Remember to notify the Trust in writing of your name or address changes; otherwise, you may not receive future information about benefits under the Settlement Agreement.

Sincerely,

AHP Settlement Trust

cc: Wyeth

ACCEPTANCE OF POST-AUDIT DETERMINATION AND WAIVER

Diet Drug Recipient: John W. Bacon
Claim Number: 8023213

I/we hereby agree that the Post-Audit Determination of the above-captioned Claim contained in the letter from the AHP Settlement Trust dated **November 21, 2003**, shall be considered as the Final Determination Claim hereby waive my/our right to appeal those Issues. Upon receipt by the AHP Settlement Trust of fully executed copies of this document from all the signatories noted below, I/we hereby authorize the Trust to process this Claim for payment in accordance with the Post-Audit Determination and agree to accept such amount in full settlement of my/our Claim. I/we agree that this document may be executed in counterparts and authorize the AHP Settlement Trust to make such payment upon receipt of fully executed and witnessed documents from the signatories noted hereon. In authorizing such payment, the Claimant and Attorney for Claimant hereby represent to the AHP Settlement Trust that no subrogation claim or lien has been asserted actually or by any method that would constitute such a claim or lien against the Matrix Compensation Benefits under applicable law, nor are they aware of any such claim, lien, or other entitlement to repayment from any entity that provided or paid for health care benefits received by the Diet Drug Recipient that were related to the medical condition forming the basis for the Claimant's Matrix Compensation Claim, other than any Subrogation Claims reflected in the aforesaid letter from the Trust. In authorizing such payment, the Derivative Claimant(s) agree to pay an apportioned share to any additional eligible Derivative Claimant who may file a claim for Derivative Claim Benefits postmarked no later than May 3, 2003.

The Claimant hereby certifies under penalties of perjury that the information contained in Parts I, II, and III of my GREEN Form Claim is true, correct and accurate to the best of my knowledge, information and belief. Claimant further certifies under penalties of perjury that I reviewed the complete GREEN Form Parts I, II, and III prior to making this certification. The Claimant further acknowledges that the GREEN Form is an official document sanctioned by the Court that presides over the Diet Drug Settlement, and submission of the GREEN Form to the AHP Settlement Trust is equivalent to filing it with the Court.

Witness:

| | | |
|--|----------|-------|
| | _____ | _____ |
| | Claimant | Date |

Witness:

| | | |
|--|-----------------------|-------|
| | _____ | _____ |
| | Attorney for Claimant | Date |

AHP Settlement Trust
About Contesting Post-Audit Determinations

Following is an overview of the documentation that is usually necessary to file a Post Audit Determination Contest based on the subject matter of the contest:

For Contests Based on a Medical Interpretation: Submit a written response to the Post-Audit Determination postmarked no later than sixty (60) days from the date of the determination, disputing the finding(s) of the Audit and identifying credible medical documentation in support of the claim which is contrary to the Audit finding(s). Any such submission shall be limited to the representations identified and at issue in the Post-Audit Determination Letter. The Claimant may submit an expert opinion. A submission in connection with a response to audit shall not be construed or treated as a Supplemental Claim. For additional information see the Contest Rights section of the Post-Audit Determination Letter and/or PTO 2807.

For Contests Based on Subrogation Claims: Submit the name and address of the subrogee(s) as well as the lien amount asserted. Any compromise agreements with a subrogee must be written, signed by both parties and submitted to the Trust.

For Contests Based on Attorneys' Fees: Submit a copy of the contingency fee agreement and, if the filing of a petition or complaint makes a difference as to the contingency fee percentage, a copy of the petition or complaint date-stamped by the court on the day it was filed.

For Contests Based on Attorney Expenses: Submit an itemized update of any and all applicable attorney expenses.

For Contests Based on Derivative Claims: *Please note, a single benefit amount will be apportioned between and among all eligible Derivative Claimants. There is therefore no added financial benefit to having multiple Derivative Claimants. The right to Derivative Benefits is based on applicable state law. Spouses, minor children, and college students generally qualify for a Derivative Benefit. Adult children living outside the home and persons who are not immediate relatives generally do not qualify for a Derivative Benefit.*

1. If you wish to add a Derivative Claim to your Matrix Benefits Claim. Submit a supplemental GREEN Form Part I, pages 5. It should contain the applicable information from 2-10 below.
2. Full Legal Name of Derivative Claimant
3. Address
4. Daytime and Evening Phone Numbers
5. E-mail Address (if applicable)
6. Social Security Number
7. Date of Birth
8. Nature of Relationship to Claimant. If the Derivative Claimant is the spouse of the Diet Drug Recipient, then just state the relationship. If the relationship is other than a spouse, then specify any extended familial relationship (i.e., parent, minor-child, step-parent, grandparent, aunt, uncle, cousin) along with any explanation/documentation of legal duty of support to/from the Diet Drug Recipient.
9. If a Spouse, State the Date of Marriage. If the Derivative Claimant was separated or divorced from the Diet Drug Recipient state the date of the separation or divorce and submit a copy of the separation agreement or divorce decree.
10. Identify the Basis for the Derivative Claim. (Loss of Consortium/Per Quod, Loss of Support, Loss of Service, etc.)

NOTE: If you are contesting your Post-Audit Determination for any of the above reasons, do not sign and submit the Acceptance of Post-Audit Determination form. You may review the provisions of the Settlement Agreement and PTO 2807 on our website www.settlementdietdrugs.com.

EXHIBIT E

DECLARATION OF SOURCE OF ECHOCARDIOGRAM

I HEREBY CERTIFY THAT THE SOURCE OF THE ECHOCARDIOGRAM TAPE OR DISK DATED 6/8/02 WHICH WAS SUBMITTED TO THE AHP SETTLEMENT TRUST IN SUPPORT OF THE CLAIM OF Sophie Bewick, DDR # 258283 FOR MATRIX COMPENSATION BENEFITS WAS AS FOLLOWS:

Facility and/or Provider:

Jack Madowitz, MD, FACC.
Grossmont Heart Center

Address:

8851 Center Drive, Suite 312
La Mesa, CA 91942

I DECLARE UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS FORM IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE: 1/22/04

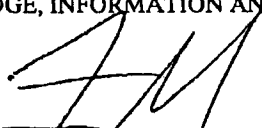

~~SIGNATURE OF CLAIMANT/~~
~~COUNSEL TO CLAIMANT/~~ → MARIO D'ANGELO, MD
~~ATTESTING PHYSICIAN~~

EXHIBIT F

MONTGOMERY, McCracken, Walker & Rhoads, LLP
ATTORNEYS AT LAW

RICHARD L. SCHEFF
ADMITTED IN PENNSYLVANIA & MASSACHUSETTS

DIRECT DIAL
215-772-7502

rscheff@mmwr.com

123 SOUTH BROAD STREET
AVENUE OF THE ARTS
PHILADELPHIA, PA 19109
215-772-1500
FAX 215-772-7620

LIBERTYVIEW
457 HADDONFIELD ROAD, SUITE 600
CHERRY HILL, NJ 08002
856-488-7700
FAX 856-488-7720

300 DELAWARE AVENUE, SUITE 780
WILMINGTON, DE 19801
302-504-7800
FAX 302-504-7820

1235 WESTLAKES DRIVE, SUITE 200
BERWYN, PA 19312
610-889-2210
FAX 610-889-2220

March 15, 2004

VIA FACSIMILE

Paul Napoli, Esquire
Napoli Kaiser Bern & Associates, LLP
3500 Sunrise Highway, Suite T-207
Great River, NY 11739

Re: Claimant: John Bacon, III
Claim No.: 8023213

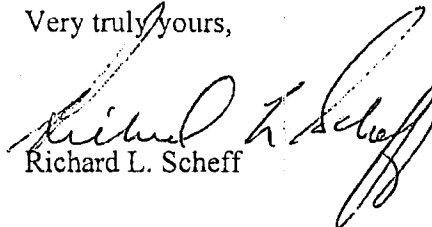
Dear Mr. Napoli:

The AHP Settlement Trust hereby rescinds the Final Post Audit Determination letter issued on September 10, 2003 in connection with this claim. The Trust has reviewed the claim of John Bacon, III for a second time and has determined that there is insufficient evidence to make a determination regarding the level of mitral regurgitation based upon the echocardiogram tape upon which Mr. Bacon's Green Form relies.

Mr. Bacon's echocardiogram dated April 1, 2002, a digital tape procured on a Cypress echocardiogram machine, contains only four loops in the apical view.

Accordingly, the Trust is requesting, and I understand that you have agreed to produce, the full digital recording from which this tape was made.

Very truly yours,


Richard L. Scheff

RLS/pam
cc: Jules Henshell, Esq.

EXHIBIT G

2.03 Transfer of Assets. The Trustees shall receive, hold and administer hereunder, as part of the Trust Estate (i) the funds required to be paid to the Trust from time to time by AHP pursuant to Sections III and V of the Settlement Agreement, including without limitation the funds to be transferred to the Trust by the Interim Escrow Agent, and (ii) any interest or other earnings on such funds. All assets received by the Trust, and any earnings thereon, shall be held, administered and disbursed under the terms of this Trust Agreement in accordance with the Settlement Agreement.

2.04 Satisfaction of Obligations. Neither Class Counsel, the Class Members nor AHP shall be responsible to the Trustees or the Trust for compensation of the Trustees or for any other expense of the Trust except to the extent of the payments required to be made to the Trust pursuant to Sections III and V of the Settlement Agreement. In addition, neither Class Counsel nor AHP shall have any responsibility or liability to Class Members with respect to the handling of claims by the Trustees or Claims Administrators or otherwise with respect to the management or conduct of the Trust, or any liability for taxes owed by the Trust.

2.05 Supervision by the Court. The Trustees and the Claims Administrators shall operate under the supervision of the Court, which shall have the authority to enforce and interpret the provisions of this Trust Agreement and the Settlement Agreement to which it relates.

ARTICLE III

TRUSTEES

3.01 Number; Chairperson.

(a) A Board of Trustees (the "Board of Trustees") is hereby established to manage the business and affairs of the Trust. The Board of Trustees shall be comprised of the seven (7) individual Trustees (each a "Trustee" and collectively, the "Trustees") all of whom shall be jointly nominated by AHP and the Class Counsel Representative(s) and subject to agreement of AHP and the Class Counsel Representative(s). Four (4) of the nominees shall be subject to the approval by the Judges who will participate in the State Court Judicial Advisory Committee referred to in Sections VIII.B.3-6 of the Settlement Agreement. These four Trustees shall serve for a period ending December 31, 2004. The initial Trustees shall be those persons named on the signature page of the Trust Agreement, and the Trustees who shall serve until December 31, 2004, shall be designated as such on the signature page of the Trust Agreement. Beginning on January 1, 2005, the Trust will be comprised of three (3) Trustees until the termination of the Trust. All nominee Trustees shall be subject to the approval of and appointment by the Federal District Court.

(b) There shall be a Chairperson of the Trustees, selected by the Trustees, who shall act as the liaison of the Trust, coordinate and schedule meetings of the Trustees, and handle all administrative matters that come before the Trustees. He or

she shall serve as Chairperson of the Trustees for a period of three (3) years from the effective date of the Trust. Upon the earlier of the completion of the three year period commencing on the effective date of the Trust, or the resignation or death of the Chairperson, the vacancy in the position of Chairperson shall be filled by the majority vote of all the Trustees, including the vote of the Chairperson upon resignation or at the completion of his or her term as Chairperson. The Trustees may reappoint the same Trustee to serve as Chairperson for successive terms.

3.02 Powers of Trustees. Board of Trustees shall have the powers set forth in Article VI hereof, all of which powers shall be deemed fiduciary powers to be exercised in a fiduciary capacity to accord each of the parties to the Settlement Agreement their rights and to enforce their obligations thereunder and otherwise to carry out the provisions and purposes thereof. Each Trustee shall carry out his or her fiduciary obligations in accordance with his or her own judgment, subject in all cases to the terms and conditions of this Trust Agreement and the Settlement Agreement.

3.03 Qualifications. Each Trustee shall be independent and have the qualifications set forth in Section VI.A.4.a of the Settlement Agreement. No person or entity shall serve as a Trustee if that person or entity is disqualified from serving as a Trustee under the provisions of Section VI.A.4.b of the Settlement Agreement unless such disqualification is waived pursuant to the terms of that section of the Settlement Agreement. If any qualified Trustee becomes ineligible after his or her appointment pursuant to the terms of this Section 3.03, such Trustee shall be removed from the Board of Trustees pursuant to Section 3.05(c) of this Trust Agreement.

3.04 Voting. Each Trustee shall be entitled to cast one vote with respect to any vote of the Board of Trustees. All decisions of the Board of Trustees shall require the affirmative vote of a majority of the Trustees.

3.05 Terms of Service; Removal.

(a) Each Trustee shall serve for the duration of the Trust or the shorter term as provided in Article 3.01 above, subject to his or her earlier death, resignation or removal.

(b) Any Trustee may resign by providing at least sixty (60) days prior written notice of resignation of the Trustee to AHP, Class Counsel and the Court.

(c) The Court may remove a Trustee for cause upon the provision of prior written notice to all Trustees, AHP and Class Counsel and opportunity for hearing.

3.06 Appointment of Successor Trustees.

(a) Within 60 days following a Trustee's death, resignation or removal, AHP and the Class Counsel Representative(s) shall nominate a successor Trustee, who shall be subject to the same approval and appointment provisions as set forth in Article 3.01 above.

(b) Upon the acceptance of office by any successor Trustee, all rights, titles, duties, obligations, powers and authority of the predecessor Trustee under this Trust Agreement shall be vested in and undertaken by the successor Trustee without any further act being required.

(c) The Trustees shall cause to be prepared at the end of each of the first three quarters of each calendar year a quarterly accounting containing unaudited financial statements of the Trust as of the end of such quarter, including, without limitation, a balance sheet of the Trust, a statement of receipts and disbursements, a statement of profit and loss prepared on an accrual basis, and a supplementary schedule of investments and assets, listing both principal and income, reported on, subject to normal year-end adjustments, as to fairness of presentation in accordance with generally accepted accounting principles consistently applied, by the Trustees or by an accountant or financial officer or agent regularly employed by the Trust.

5.04 Reporting. The Trustees shall cause the annual and quarterly accountings required by Section 5.03 of this Trust Agreement to be filed with the Court and to be provided to AHP and Class Counsel. The annual accountings shall be filed and provided as soon as available, but in no event later than 90 days following the end of each calendar year. The quarterly accountings shall be filed and provided as soon as available, but in no event later than 45 days following the end of the quarter of the calendar year to which such accounting relates.

ARTICLE VI

TRUST POWERS

6.01 Powers.

(a) Subject to the limitations set forth in this Trust Agreement and the Settlement Agreement, the Board of Trustees shall have the power to take any and all actions that, in the judgment of the Trustees, are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Article VI, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as expressly provided in this Agreement and in the Settlement Agreement, and unless the Court in its exercise of its general supervisory power enters an order as to any particular matter, the Trustees need not obtain the order or approval of the Court in the exercise of any power or discretion conferred hereunder.

6.02 Specific Powers. Without limiting the generality of Section 6.01 of this Trust Agreement, and subject to the other provisions of this Trust Agreement, the Board of Trustees shall have the power:

(a) to receive, hold, and administer hereunder, as part of the Trust Estate (i) the funds delivered to the Trust from time to time by AHP pursuant to the Settlement Agreement, subject to the adjustments and limitations described therein; (ii) any recoveries with respect to amounts previously expended by the Trust (such as, without limitation, refunds of taxes or administrative expenses previously paid by the Trust); and (iii) any interest or other earnings on any of the foregoing;

(b) to invest and reinvest the funds of the Trust as provided in this Trust Agreement;

(c) to employ and compensate counsel, accountants, appraisers, and other parties deemed by the Trustees to be qualified as experts on such matters as may arise before them, and the opinion of such parties on any matters submitted to them by the Trustees shall be full and complete protection to the Trustees with regard to any action taken by the Trustees hereunder in good faith and in accordance with such opinion;

(d) to indemnify any Person entitled to indemnification under Section 3.10 of this Trust Agreement, to purchase insurance to effect such indemnification, in accordance with such Section 3.10 and to meet the obligations of the Trust under Articles IV and V hereof;

(e) to appoint or hire such employees, and engage such legal, financial and other advisors and agents as are deemed necessary by the Trustees for the proper administration of the Trust and to compensate such officers, employees, advisers and agents for their services;

(f) to enter into such other arrangements with third parties as are deemed by the Trustees to be useful in carrying out the purposes of the Trust (including, without limitation, engaging a financial institution to act as paying agent, depository, custodian or trustee with respect to funds, reserves or accounts created hereby or established pursuant hereto), and to compensate such third parties for their services;

(g) to delegate any or all of the discretionary power and authority herein conferred at any time with respect to the investment of the Trust Estate to any one or more nationally recognized individual or institutional advisors or investment managers, and to compensate such advisors and managers for their services;

(h) to acquire, own, lease and convey such real and personal properties, in such locations as the Trustees may deem necessary or desirable for the proper administration of the Trust;

(i) to adopt and amend rules and procedures not inconsistent with the Settlement Agreement and this Trust Agreement, as the Trustees may deem necessary or desirable for the governance or administration of the Trust;

(j) to assign, pledge, or otherwise transfer or encumber Trust assets to the extent the Trustees deem necessary or desirable in the ordinary course of administration of the Trust;

(k) to obtain and pay the premiums for such fidelity bonds and other insurance policies as the Trustees may deem reasonably necessary or desirable for the protection of the Trust or the Trustees;

(l) following Final Judicial Approval, to borrow money and issue notes, guaranties and other evidences of indebtedness (which notes, guaranties or other evidences of indebtedness may exonerate the Trustees from personal liability with respect thereto), to the extent the Trustees deem necessary or desirable for the proper administration of the Trust; provided, however, that except for contracts or leases for the purchase or lease of items necessary for the proper administration of the Trust, the

Trustees shall have no power to borrow money or issue notes, guaranties, or other evidences of indebtedness in an amount outstanding at any one time in excess of \$1,000,000 unless it receives the prior approval of the Court for a greater amount;

(m) to consult with AHP and Class Counsel at such times with respect to such issues relating to the conduct of the Trust as the Trustees consider desirable, as provided in Section 10.03 hereof;

(n) to adopt and amend By-laws to manage internal affairs of the Trust, provided that no such By-law may be inconsistent with the provisions of this Trust Agreement or of the Settlement Agreement and provided further that the initial By-laws shall be as attached at Annex A; and

(o) to do all other acts and things not inconsistent with the provisions of the Settlement Agreement and this Trust Agreement which the Trustees may deem reasonably necessary or desirable to carry out the purpose of the Trust as set forth in Article 2.02, in the same manner and to the same extent as an individual might or could do with respect to his own property, subject to the limitations of applicable law governing the conduct of fiduciaries.

(p) to enter into any contract or otherwise engage in any transaction with any Trustee or Entity affiliated with any Trustee, provided that (a) such contract or transaction is approved by the unanimous vote of the disinterested Trustees upon full disclosure of all relevant facts, and (b) the terms and conditions of such contract or transaction are approved by the Court;

(q) The Trustees shall not have the power to guaranty any debt of other persons.

ARTICLE VII

TERMINATION AND REVERSION

7.01 Trust Termination. Subject to Article IX hereof, the Trust shall terminate within a reasonable time following: (1) the Trustees' determination that all of the purposes of the Trust have been met, (2) the Final Payment has been made by AHP pursuant to Section III.C.5 of the Settlement Agreement or has been deemed to have been made by AHP pursuant to Section III.C.7 of the Settlement Agreement, (3) notice by the Trustees to AHP and the Court of such determination and a recommendation to the Court that the Trust be terminated, (4) the Court's approval of termination of the Trust, and (5) the winding down of the Trust; provided, however, that in no event shall the Trust continue beyond the expiration of 21 years from the death of the survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James's, living on the date this Trust Agreement is executed.

7.02 Non-Reversion. Upon Final Judicial Approval, AHP's right of reversion in the Trust Estate shall terminate, and thereafter no amount remaining in the Trust Estate shall be distributed to AHP. Any amounts remaining in the Trust after termination