

STATE SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (“Agreement”) is entered into between the State of Michigan (“the State”) and Pfizer Inc (“Pfizer”), through their authorized representatives, hereinafter collectively referred to as “the Parties.”

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. At all relevant times, Pfizer, a Delaware corporation with its principal place of business in New York, developed, manufactured, distributed, marketed and sold pharmaceutical products in the United States, including drugs sold under the trade names of: Bextra, Geodon, Zyvox, Lyrica, Aricept, Celebrex, Lipitor, Norvasc, Relpax, Viagra, Zithromax, Zolof, and Zyrtec (collectively the “Covered Drugs”).

B. The Relators listed herein have filed the following *qui tam* actions:

- (1) United States et al. ex rel. Blair Collins v. Pfizer, Inc.,
Civ. No. 04-11780-DPW (D. Mass.);
- (2) United States et al. ex rel. John Kopchinski v. Pfizer, Inc. et al.,
Civ. No. 05-CV-12115 (D. Mass.);
- (3) United States ex rel. Dana Spencer v. Pfizer, Inc.,
Civ. No. 05-12326 (D. Mass.);
- (4) United States et al. ex rel. Glen DeMott v. Pfizer,
Civ. No. 05-12040 (D. Mass.);
- (5) United States et al., ex rel. David Farber and Casey Schildhauer v. Pfizer,
Civ. No. 07-10304 (D. Mass.);

- (6) United States et al. ex rel. Ronald Rainero v. Pfizer,
Civ. No. 07-11728 (D. Mass.);
- (7) United States et al. ex rel. Mark Westlock v. Pfizer, et al.,
Civ. No. 08-11318 (D. Mass.);
- (8) United States ex rel. Robert A. Liter v. Pfizer,
Civ. No. 06-00176 (E D Ky.); and,
- (9) United States et al. ex rel. Stefan Kruszewski v. Pfizer, Inc.,
Civ. No. 07-4106 (E.D. Pa.).

The *qui tam* actions identified above are referred to collectively as the “Civil Actions.”

C. On such date as may be determined by the Court, Pfizer subsidiary Pharmacia & Upjohn Company, Inc. (“Pharmacia”) will 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. Pharmacia & Upjohn Company, Inc., Criminal Action No. [to be assigned] (District of Massachusetts) (the “Criminal Action”) that will allege a violation of Title 21, United States Code, Sections 331(a) and 333(a), namely, the introduction into interstate commerce of a misbranded drug, Bextra, in violation of the Food, Drug and Cosmetic Act (“FDCA”).

D. Pfizer is entering into a separate civil settlement agreement (the “Federal Settlement Agreement”) with the United States (as that term is defined in the Federal Settlement Agreement).

E. The State contends that Pfizer caused to be submitted claims for payment for the Covered Drugs to the State’s Medicaid Program (Medicaid), 42 U.S.C. §§ 1396-1396(v).

F. The State contends that it has certain civil and administrative causes of actions, as specified immediately below, against Pfizer for knowingly causing false and/or fraudulent claims to be submitted to the State's Medicaid Program (the "Covered Conduct"):

(1) **Bextra:** During the period February 1, 2002, through April 30, 2005, Pfizer: (a) illegally promoted the sale and use of Bextra for a variety of conditions (including acute pain and various types of surgical pain) and at dosages other than those for which its use was approved by the Food and Drug Administration ("FDA") (i.e., "off-label" uses), in violation of the FDCA, 21 U.S.C. § 331, et seq., and which were not medically-accepted indications as defined by 42 U.S.C. § 1396r-8(k)(6) for which the State Medicaid Program provided coverage for Bextra; (b) offered and paid illegal remuneration to health care professionals to induce them to promote and prescribe Bextra, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); and (c) made and/or disseminated unsubstantiated and/or false representations or statements about the safety and efficacy of Bextra. As a result of the foregoing conduct, Pfizer knowingly caused false or fraudulent claims for Bextra to be submitted to, or caused purchases by, the State Medicaid Program.

(2) **Geodon:** During the period from January 1, 2001, through December 31, 2007, Pfizer: (a) illegally promoted the sale and use of Geodon for a variety of off-label conditions (including depression, bipolar maintenance, mood disorder, anxiety, aggression, dementia, attention deficit hyperactivity disorder, obsessive compulsive disorder, autism and post-traumatic stress disorder), and for patients (including pediatric and adolescent patients) and dosages that were off-label, in violation of the FDCA, 21 U.S.C. § 331, et seq., and which were not medically-accepted indications as defined by 42 U.S.C. § 1396r-8(k)(6) for which the State Medicaid Program provided coverage for Geodon; (b) offered and paid illegal remuneration to health care professionals to induce them to promote and prescribe Geodon, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); and (c) made and/or disseminated false representations or statements about the safety and efficacy of Geodon. As a result of the result of the foregoing conduct, Pfizer knowingly caused false or fraudulent claims for Geodon to be submitted to, or caused purchases by, the State Medicaid Program.

(3) **Zyvox:** During the period January 1, 2001, through February 28, 2008, Pfizer: (a) illegally promoted the sale and use of Zyvox for a variety of off-label conditions (including infections caused by methicillin-resistant *staphylococcus aureus* ("MRSA") generally, rather than only those types of MRSA infections for which Zyvox was FDA-approved), in violation of the FDCA, 21 U.S.C. § 331, *et seq.*, and which were not medically-accepted indications as defined by 42 U.S.C. § 1396r-8(k)(6) for which the State Medicaid Program provided coverage for Zyvox; (b) made and/or disseminated unsubstantiated and/or false representations or statements about the safety and efficacy of Zyvox (including that Zyvox was superior to vancomycin, its primary competitor drug for these indications); and (c) offered and paid illegal remuneration to health care professionals to induce them to promote and prescribe Zyvox, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320-7b(b). As a result of the foregoing conduct, Pfizer knowingly caused false or fraudulent claims for Zyvox to be submitted to, or caused purchases by, the State Medicaid Program.

(4) **Lyrica:** During the period September 1, 2005, through October 31, 2008, Pfizer: (a) illegally promoted the sale and use of Lyrica for a variety of off-label conditions (including chronic pain, neuropathic pain, perioperative pain, and migraine), in violation of the FDCA, 21 U.S.C. § 331, *et seq.*, and which were not medically-accepted indications as defined by 42 U.S.C. § 1396r-8(k)(6) for which the State Medicaid Program provided coverage for Lyrica; (b) made and/or disseminated unsubstantiated and/or false representations or statements about the safety and efficacy of Lyrica, including claims that it was superior to Neurontin and its generic equivalent, gabapentin; and (c) offered and paid illegal remuneration to health care professionals to induce them to promote and prescribe Lyrica, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320-7b(b). As a result of the foregoing conduct, Pfizer knowingly caused false or fraudulent claims for Lyrica to be submitted to, or caused purchases by, the State Medicaid Program.

(5) **Kickbacks:** From January 2001, through December 2004, Pfizer paid illegal remuneration for speaker programs, mentorships, preceptorships, journal clubs, and gifts (including entertainment, cash, travel and meals) to health care professionals to induce them to promote and prescribe the drugs Aricept, Celebrex, Lipitor, Norvasc, Relpax, Viagra, Zithromax, Zolofit, and/or Zyrtec, in violation of the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). As a result of the foregoing conduct,

Pfizer caused false claims to be submitted to the State Medicaid Program.

G. This Agreement is neither an admission of facts or liability by Pfizer nor a concession by the State that its allegations are not well founded. Except for the specific conduct for which Pfizer's subsidiary is pleading guilty as described in the plea agreement filed in the Criminal Action, Pfizer expressly denies the allegations of the State as set forth herein and in the Civil Actions.

H. To avoid the delay, expense, inconvenience, and uncertainty of protracted litigation of these causes of action, the Parties mutually desire to reach a full and final settlement as set forth below.

III. TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. Pfizer agrees to pay to the United States and the Medicaid Participating States collectively the sum of one billion dollars (\$1,000,000,000) plus (a) accrued interest at the rate of 3.75 % per annum on five hundred-two million, five hundred twenty- four thousand, three hundred sixteen dollars (\$502,524,316) from May 15, 2008 and continuing until and including the day before payment is made under the Federal Settlement Agreement, and (b) interest at the rate of 2.125% per annum on the remaining four hundred ninety-seven million, four hundred seventy-five thousand, six hundred eighty-four dollars (\$497,475,684) from January 23, 2009 and continuing until and including the date before payment is made under the Federal Settlement Agreement

(collectively the "Settlement Amount"). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the effective date of this Agreement. This debt shall be discharged by payments to the United States and the Medicaid Participating States, under the following terms and conditions:

(a) Pfizer shall pay to the United States the sum of six hundred sixty-eight million, five hundred fourteen thousand, eight hundred thirty dollars (\$668,514,830) plus accrued interest ("Federal Settlement Amount"). The Federal Settlement Amount shall consist of: (1) three hundred forty-three million, three hundred thirty-nine thousand, nine hundred ninety dollars (\$343,339,990) plus interest accrued on this amount at the rate of 3.75% per annum from May 15, 2008, continuing until and including the day before payment is made; and, (2) three hundred twenty-five million, one hundred seventy-four thousand, eight hundred forty dollars (\$325,174,840) plus interest accrued on this amount at the rate of 2.125% per annum from January 23, 2009, continuing until and including the day before payment is made. The Federal Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the United States, as set out in the Federal Settlement Agreement.

(b) Pfizer shall pay to the Medicaid Participating States the sum of three hundred thirty-one million, four hundred eighty-five thousand, one hundred seventy dollars (\$331,485,170) plus accrued interest ("State Medicaid Settlement Amount") The State Medicaid Settlement Amount shall consist of: (1) the sum of one hundred fifty-nine million, one hundred eighty-four thousand, three

hundred twenty six dollars (\$159,184,326) plus interest accrued thereon at the rate of 3.75% per annum from May 15, 2008, continuing until and including the day before payment is made; and, (2) the remaining one hundred seventy-two million, three hundred thousand, eight hundred forty-four dollars (\$172,300,844) plus interest accrued thereon from January 23, 2009, at the rate of 2.125% per annum until and including the day before payment is made.

(c) No later than seven (7) business days after (i) the Federal Settlement Agreement is fully executed by the parties to that agreement and delivered to Pfizer's attorneys; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later, the State Medicaid Settlement Amount shall be paid by electronic funds transfer into an interest bearing account pursuant to the written instructions from the National Association of Medicaid Fraud Control Units ("NAMFCU") Negotiating Team.

(d) The State shall constitute a Medicaid Participating State in this Settlement Agreement provided this Settlement Agreement is fully executed by the State and delivered to Pfizer's attorneys within 45 days of receipt. If this condition is not satisfied within 45 days, Pfizer's offer to resolve this matter with the individual State shall become null and void absent written agreement between Pfizer's attorneys and the NAMFCU team to extend the 45 day period.

(e) The total portion of the State Medicaid Settlement Amount paid by Pfizer in settlement for the Covered Conduct for the State is \$14,802,680.35, consisting of a portion paid to the State under this Agreement and another portion

paid to the Federal Government as part of the Federal Settlement Agreement. The individual portion of the State Medicaid Settlement Amount allocated to the State under this Agreement is the sum of \$7,088,898.60, plus applicable interest.

(f) If Pharmacia'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 State or Pfizer. If either the State or Pfizer exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within five business days of the Court's decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, Pfizer will not plead, argue or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims, actions or proceedings arising from the Covered Conduct that are brought by the State within 90 calendar days of rescission, except to the extent such defenses were available on November 15, 2005, or as otherwise preserved by the filing of those of the Civil Actions, referenced in Preamble Paragraph B, which were served on the State.

2. Contingent upon the receipt of their appropriate portion of the State Medicaid Settlement Amount, the Medicaid Participating States agree to pay, as soon as feasible after such receipt, agreed-upon amounts that have been addressed via side letters to the Relators in the Civil Actions not previously dismissed by Relators, in which the states are parties.

3 The State agrees to dismiss with prejudice any supplemental state law claims asserted in the Civil Actions, including any *qui tam* “whistleblower” claims in which the State has intervened and/or which the state has authority to dismiss, currently pending against Defendants in State or Federal courts for the Covered Conduct.

4. Subject to the exceptions in Paragraph 5 below, and in consideration of the obligations of Pfizer set forth in this Agreement, conditioned upon receipt by the State of its share of the Medicaid State Settlement Amount, and subject to Paragraph 13 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment under this Agreement), the State agrees to release Pfizer, its predecessors and current and former parents, divisions, subsidiaries, successors, transferees, heirs, and assigns, (collectively, the “Pfizer Released Entities”) and their current and former directors, officers and employees, from any civil or administrative monetary cause of action that the State has for any claims submitted or caused to be submitted to the State Medicaid Program for the Covered Conduct.

5. Notwithstanding any term of this Agreement, the State specifically does not release any person or entity from any of the following liabilities: (a) any criminal, civil, or administrative liability arising under state revenue codes; (b) any criminal liability not specifically released by this Agreement; (c) any civil liability that Pfizer or the Pfizer Released Entities have or may have under any state statute, regulation, or rule not covered by this Agreement; (d) any liability to the State for any conduct other than the Covered Conduct; (e) any liability which may be asserted by private payors or insurers, including those that are paid by the State’s Medicaid program on a capitated basis; (f) any liability based upon obligations created by this Agreement; (g) except as

explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from the State's Medicaid program; (h) any express or implied warranty claims or other liability for defective or deficient products and services provided by Pfizer; (i) any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; or (j) any liability based on a failure to deliver items or services due.

6. This Agreement is expressly conditioned upon resolution of the Criminal Action. In consideration of the acceptance of Pharmacia's plea of guilty in the Criminal Action, the State agrees, to the extent the Attorney General is authorized to do so on behalf of the State, that it shall not criminally investigate, prosecute, or refer for prosecution or criminal investigation to any agency, Pfizer, its present and former parents, divisions, and subsidiaries and their predecessors, successors and assigns, for the Covered Conduct.

7. In consideration of the obligations of Pfizer set forth in this Agreement, and the Corporate Integrity Agreement ("CIA") that Pfizer has entered into with the Office of the Inspector General of the United States Department of Health and Human Services ("HHS-OIG") in connection with this matter, and conditioned on receipt by the State of its share of the State Medicaid Settlement Amount, except as reserved in Paragraph 5 above and subject to Paragraph 13 below, the State agrees to release and refrain from instituting, recommending, directing, or maintaining any administrative action seeking exclusion from the State's Medicaid program against Pfizer or, except for Pharmacia & Upjohn Company, Inc., any of its predecessors and current and former parents, divisions, subsidiaries, successors, transferees, heirs, and assigns, for the

Covered Conduct or for the conviction in the Criminal Action. Nothing in this Agreement precludes the State from taking action against Pfizer in the event that Pfizer is excluded by the federal government, or for conduct and practices other than the Covered Conduct or the conviction in the Criminal Action

8. Pfizer waives and shall not assert any defenses it may have to criminal prosecution or administrative action for the Covered Conduct, which defenses may be based in whole or in part on a contention, under the Double Jeopardy Clause of the Fifth Amendment of the Constitution or the Excessive Fines Clause of the Eighth Amendment to the Constitution, that this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. In consideration of the obligations of the State set forth in this Agreement, Pfizer waives and discharges the State, its agencies, political subdivisions, employees, servants, and agents from any causes of actions (including attorneys' fees, costs, and expenses of every kind and however denominated) which Pfizer has asserted, could have asserted, or may assert in the future against the State, its agencies, political subdivisions, employees, servants, and agents, arising from the State's investigation and prosecution of the Covered Conduct.

10. The amount that Pfizer must pay to the State 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 the State's Medicaid program, or any other state payor, for the Covered Conduct; and, if applicable, Pfizer agrees not to resubmit to the State's Medicaid program or any other state payor, any previously denied claims, which denials were

based on the Covered Conduct, and agrees not to appeal or cause the appeal of any such denials of claims.

11 Pfizer shall not seek payment for any of the claims for reimbursement to Medicaid covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors.

12 Pfizer agrees 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 of Pfizer, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be “Unallowable Costs” on government contracts and under the State Medicaid Program:
- (1) the matters covered by this Agreement and the related plea agreement;
 - (2) the United States’ and Participating States’ audits and civil and criminal investigations of the matters covered by this Agreement;
 - (3) Pfizer’s investigation, defense, and any corrective actions undertaken in response to the United States or Participating 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, other Participating State Agreements, the plea agreement, and the Federal Settlement Agreement;
- (5) the payments Pfizer makes to the United States or any State pursuant to this Agreement, other State Agreements, the plea agreement, or the Federal Settlement Agreement and any payments that Pfizer may make to Relators;
- (6) the negotiation of, and the obligations undertaken pursuant to the CIA to:
 - (i) retain an independent review organization and outside reviewer to perform annual reviews as described in Section III of the CIA; and
 - (ii) prepare and submit reports to the OIG-HHS. However, nothing in this paragraph 12 (a)(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Pfizer. (All costs described or set forth in this paragraph 12 are hereafter “Unallowable Costs”)
- (b) Future Treatment of Unallowable Costs: These Unallowable Costs shall be separately determined and accounted for by Pfizer, and Pfizer shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid Program, or seek

payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Pfizer or any of its subsidiaries or affiliates to the Medicaid Program.

(c) Treatment of Unallowable Costs Previously Submitted for

Payment: Pfizer further agrees that within 90 days of the Effective Date of this Agreement, it shall identify to applicable Medicaid fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the 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 any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Pfizer agrees that the State, at a minimum, shall be entitled to recoup from Pfizer any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the State pursuant to the direction of the affected agency. The State reserves its right to disagree with any calculations submitted by Pfizer or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Pfizer or any of its

subsidiaries' or affiliates' cost reports, cost statements, or information reports.

(d) Nothing in this Agreement shall constitute a waiver of the rights of the State to examine or reexamine Pfizer's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

13. Pfizer expressly warrants that it has reviewed its financial condition and that it is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(B)(ii)(I), and shall remain solvent following payment of the Settlement Amount under the Federal Agreement and this Agreement. 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 within the meaning of 11 U.S.C. § 547(c)(1), and (b) have concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange.

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

15. Pfizer agrees to cooperate fully and truthfully with any State investigation of individuals or entities not released in this Agreement, stemming from the Covered Conduct. Upon reasonable notice, Pfizer shall facilitate, and agrees not to impair, the cooperation of its directors, officers, employees or agents, for interviews and testimony, consistent with the rights and privileges of such individuals and of Pfizer. Upon request, Pfizer agrees to furnish to the State complete and unredacted copies of all non-privileged

documents and records in its possession, custody or control, concerning the Covered Conduct.

16. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability against any other person or entity.

18. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of the State's revenue code.

19. In addition to all other payments and responsibilities under this Agreement, Pfizer agrees to pay all reasonable travel costs and expenses of the NAMFCU Team. Pfizer will pay this amount by separate check made payable to the National Association of Medicaid Fraud Control Units, after the Medicaid Participating States execute their respective Agreements, or as otherwise agreed by the Parties.

20. This Agreement is governed by the laws of the State.

21. The undersigned Pfizer signatories represent and warrant that they are authorized as a result of appropriate corporate action to execute this Agreement. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State through their respective agencies and departments.

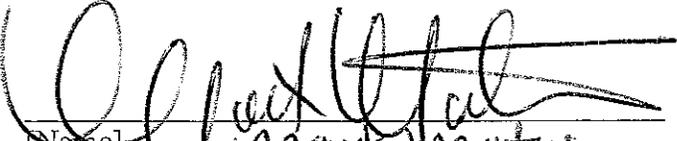
22. The "Effective Date" of this Agreement shall be the date of signature of the last signatory to this Agreement. Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement.

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

24. This Settlement Agreement constitutes the complete agreement between the Parties with respect to this matter and shall not be amended except by written consent of the Parties.

25. 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.

STATE OF MICHIGAN

By:  Dated: August 28, 2009
[Name] Mark Matus
[Title] Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL

By:  Dated: 6/25/09
[Name] James R. Brandell
Title: Director, Bureau of Financial Mgmt. + Administrative
Medicaid Program: Services

PFIZER INC

By: _____

Dated: _____

Pfizer Inc

By: _____

Dated: _____

BRIEN O'CONNOR

JOSHUA LEVY

Ropes & Gray LLP

Counsel to Pfizer Inc and Pharmacia & Upjohn Company, Inc.