ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("AVC") is entered into by the Attorneys General of Arizona, Arkansas, California, Colorado, Delaware, the District of Columbia, Florida, Hawaii, Idaho, Illinois, Iowa, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia, and Wisconsin, acting pursuant to their respective State Consumer Protection Laws, and Schering-Plough Corporation, Merck & Co., Inc., and MSP Singapore Company, LLC.

PREAMBLE

WHEREAS, the Multistate Working Group has initiated an investigation of the Companies with respect to the Covered Conduct;

WHEREAS, the Companies deny that they have engaged in any wrongful or unlawful conduct;

WHEREAS, the Parties have agreed to resolve the issues raised by the Covered Conduct by entering into this AVC;

WHEREAS, the Companies have voluntarily cooperated with the investigation and consented to the entry of this AVC, and have not admitted any violation of law or finding of fact;

WHEREAS, no court has entered any findings of fact or conclusions of law relating to this investigation;

IT IS on this 8th day of July, 2009 AGREED, as follows:

DEFINITIONS

1. "Companies" shall mean Schering, Merck, and MSP collectively.

2. "Covered Conduct" shall mean the Companies' promotional and marketing practices regarding the prescription drugs Vytorin® and Zetia®, the Companies' practices related to Data Safety Monitoring Boards, the Companies' publication of clinical trials and disclosure of clinical trial results, and the Companies' support of continuing medical education that were the subject of an investigation by the Signatory Attorneys General under the State Consumer Protection Laws.

3. "Effective Date" shall mean the date by which all Parties have executed the AVC.

4. "FDA Amendments Act of 2007 ("or FDA Amendments Act" or "the Act") shall mean Public Law No. 110-85, which, among other things, creates a federal clinical trial registry and results data bank.

5. "FDA's Guidances for Industry" shall mean documents published by the United States Department of Health and Human Services, Food and Drug Administration (FDA), that represent the FDA's current recommendations on a topic.

6. "Individual States" and "State" shall mean each Signatory Attorney General who is participating in the Multistate Working Group.

7. "Joint Venture(s)" shall mean any entity in which Merck or Schering maintains a direct and/or indirect ownership interest of 50% or less on the date this Agreement is signed.

8. "Merck" shall mean Merck & Co., Inc., and its United States-based affiliates, subsidiaries, predecessors, successors, and assigns, but shall not include any Joint Ventures (as that term is defined in the prior subparagraph) except for MSP.

9. "MSP" shall mean MSP Singapore Company, LLC.

10. "Multistate Executive Committee" shall mean the Attorneys General and their staffs representing Arizona, California, the District of Columbia, Florida, Illinois, New Jersey, Ohio, Oregon, Pennsylvania, South Carolina, and Texas.

11. "Multistate Working Group" ("MSWG") shall mean the Attorneys General and their staffs representing Arizona, Arkansas, California, Colorado, Delaware, the District of Columbia, Florida, Hawaii, Idaho, Illinois, Iowa, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, West Virginia, Washington, and Wisconsin.

12. "Parties" shall mean the Companies and the Individual States.

13. "Product" shall mean any prescription drug or biological product manufactured, distributed, sold, marketed, or promoted in the United States in any way.

14. "Schering" shall mean Schering-Plough Corporation and its United States-based affiliates, subsidiaries, predecessors, successors, and assigns, but shall not include any Joint Ventures (as that term is defined in the prior subparagraph) except for MSP.

15. "Signatory Attorney(s) General" shall mean the Attorney General, or his or her designee, of each state in the Multistate Working Group.

16. "State Consumer Protection Laws" shall mean the consumer protection laws under which the Signatory Attorneys General have conducted their investigation.[1]

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[1] ARIZONA – *Arizona Consumer Fraud Act*, A.R.S. § 44-1521 *et seq.*; ARKANSAS – Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, *et seq.*; CALIFORNIA – Bus. & Prof Code §§ 17200 *et seq.* and 17500 *et seq.*; COLORADO – *Colorado Consumer Protection Act*, Colo. Rev. Stat. § 6-1-101 *et seq.*; DELAWARE – *Delaware Consumer Fraud Act*, Del. CODE ANN. tit. 6, §§ 2511 to 2527; DISTRICT OF COLUMBIA, *Consumer Protection Procedures Act*, D.C. Code §§ 28-3901 *et seq.*; FLORIDA – *Florida Deceptive and Unfair Trade Practices Act, Part II*, Chapter 501, Florida Statutes, 501.001-501.164, 501.207; HAWAII – *Uniform*

17. "Vytorin®" shall mean ezetimibe/simvastatin.

18. "Zetia®" shall mean ezetimibe or any product that contains ezetimibe other than Vytorin®.

ASSURANCES

19. The Companies agree that each of them shall, with respect to the products Vytorin® and Zetia®, be bound by the provisions contained in Paragraphs 3 through 5 of the Stipulated General Judgment attached hereto as Exhibit A (hereinafter "Exhibit A").

20. The Companies agree that each of them shall, with respect to the products Vytorin® and Zetia®, be bound by the provisions contained in Paragraph 9 of Exhibit A. The Companies' obligations with respect to the provisions contained in Paragraph 9 of Exhibit A shall remain in effect for six years following the Effective Date. With respect to the provisions contained in Paragraph 9 of Exhibit A, the Companies shall abide by

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Deceptive Trade Practice Act, Haw. Rev. Stat. Chpt. 481A and Haw. 501.201 *et seq.*; IDAHO – *Consumer Protection Act*, Idaho Code Section 48-601 *et seq.*; ILLINOIS – *Consumer Fraud and Deceptive Business Practices Act*, 815 ILCS 505/2 *et seq.*; IOWA – *Iowa Consumer Fraud Act*, Iowa Code Section 714.16; KENTUCKY – *Kentucky Consumer Protection Act*, KRS Ch. 367.110, *et seq.*; LOUISIANA – *Unfair Trade-Practices and Consumer Protection Law*, LSA-R.S. 51:1401, *et seq.*; MAINE – *Unfair Trade Practices Act*, 5 M.R.S.A. § 207 *et seq.*; MASSACHUSETTS – Mass. Gen. Laws c. 93A, §§ 2 and 4; MICHIGAN – *Michigan Consumer Protection Act*, MCL § 445.901 *et seq.*; MISSISSIPPI – *Mississippi Consumer Protection Act*, Miss. Code Ann. § 75-24-1 *et seq.* (1972 as amended); MISSOURI – *Missouri Merchandising Practices Act*, Mo. Rev. Stat. §§ 407 et seq.; MONTANA – Montana Code Annotated 30-14-101 *et seq.*; NEBRASKA – *Uniform Deceptive Trade Practices Act*, NRS §§ 87-301 *et seq.*; NEVADA – Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 *et seq.*; NEW JERSEY – *New Jersey Consumer Fraud Act*, NJSA 56:8-1 *et seq.*; NEW MEXICO – NMSA 1978, § 57-12-1 *et seq.*; NORTH CAROLINA – North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. 75-1,1, *et seq.*; NORTH DAKOTA – *Unlawful Sales or Advertising Practices*, N.D. Cent. Code § 51-15-02 *et seq.*; OHIO – *Ohio Consumer Sales Practices Act*, R.C. 1345.01, *et seq.*; OREGON – *Oregon Unlawful Trade Practices Act*, ORS 646.605 *et seq.*; PENNSYLVANIA – *Pennsylvania Unfair Trade Practices and Consumer Protection Law*, 73 P.S. 201-1 *et seq.*; SOUTH CAROLINA – *South Carolina Unfair Trade Practices Act*, sections 39-5-10 *et seq.*; SOUTH DAKOTA – *South Dakota Deceptive Trade Practices and Consumer Protection*, SDCL ch. 37-24; TENNESSEE – *Tennessee Consumer Protection Act*, Tenn. Code Ann. 47-18-101 *et seq.*; TEXAS – *Texas Deceptive Trade Practices-Consumer Protection Act*, Tex. Bus. And Com. Code 17.47, *et seq.*; VERMONT – *Consumer Fraud Act*, 9 V.S.A. §§ 2451 *et seq.*; WASHINGTON – *Unfair Business Practices/Consumer Protection Act*, RCW §§ 19.86 *et seq.*; WEST VIRGINIA – *West Virginia Consumer Credit and Protection Act*, W. Va. Code § 46A-1101 *et seq.*; WISCONSIN – Wis. Stat. § 100.18 (Fraudulent Representations).

any such written recommendation when such submission is made within six years of the Effective Date.

21. The Companies agree that each of them shall, with respect to the products Vytorin® and Zetia®, be bound by the provisions contained in Paragraphs 11 through 14 of Exhibit A. The Companies' obligations with respect to the provisions contained in Paragraph 14 of Exhibit A shall remain in effect for eight years following the Effective Date. The Companies' obligations with respect to the provisions contained in Paragraph 14(b) of Exhibit A shall only apply to speakers' contracts entered into, amended to extend the contract period, or renewed after the Effective Date.

22. The Companies agree that each of them shall, with respect to the products Vytorin® and Zetia®, be bound by the provisions contained in Paragraphs 16 and 18 through 20 of Exhibit A. The provisions contained in subparagraph 16(d)(ii) of Exhibit A shall also apply to consulting relationships with Schering-Plough Research Institute. The Companies' obligations with respect to the provisions contained in Paragraph 16 of Exhibit A shall remain in effect for six years following the Effective Date.

23. Nothing in this AVC shall require the Companies to:

    a. take an action that is prohibited by the FDCA or any regulation promulgated thereunder, or by FDA; or

    b. fail to take an action that is required by the FDCA or any regulation promulgated thereunder, or by FDA. Any written or oral promotional claim subject to this AVC which is the same, or materially the same, as the language required or agreed to by the Director of DDMAC or the Director of the Center for Drug Evaluation or their authorized designees in writing shall not constitute a violation of this-AVC.

24. All obligations undertaken by the Companies in this AVC shall apply prospectively, except, to the extent permitted by the National Library of Medicine, the Companies shall submit, as soon as practicable, clinical trial results to the clinical trial registry and results data bank created by the FDA Amendments Act for all "applicable clinical trials" (as that term is defined by the Act) of Vytorin® and/or Zetia® that were initiated after July 1, 2005.

25. The Companies shall be bound by the provisions of paragraphs 19 through 24 of this AVC beginning 120 days after the Effective Date.

GENERAL PROVISIONS

26. Release of Claims: By its execution of this AVC, each Individual State releases the Companies and all of their past and present subsidiaries, affiliates, predecessors and successors (collectively, the "Released Parties") from all civil claims, causes of action, damages, restitution, fines, costs, and penalties on behalf of the Individual State under the consumer protection statutes listed in footnote 1 of this AVC arising from the Covered Conduct that is the subject of this AVC.

27. Claims Reserved: Notwithstanding any term of the AVC, specifically reserved and excluded from the Release in Paragraph 26 as to any entity or person, including Released Parties, are any and all of the following:

    a. Any criminal liability that any person or entity, including Released Parties, has or may have to any State;

    b. Any civil or administrative liability that any person or entity, including Released Parties, has or may have to any State under any statute, regulation or rule not

expressly covered by the release in Paragraph 26 above, including but not limited to any and all of the following claims:

i. State or federal antitrust violations;

ii. Reporting practices, including "best price," "average wholesale price," or "wholesale acquisition cost";

iii. Medicaid violations, including federal Medicaid drug rebate statute violations, Medicaid fraud or abuse, and/or kickback violations related to any State's Medicaid program; and

iv. State false claims violations.

c. Any liability under the State Consumer Protection Laws which any person or entity, including Released Parties, has or may have to individual consumers or State program payors of said State, and which have not been specifically enumerated as included herein.

28. Mutual Understanding: The Parties mutually recognize the following:

a. The Companies are entering into this AVC solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or any other matter of fact or law, or of any liability or wrongdoing, all of which the Companies expressly deny. The Companies do not admit any violation of the State Consumer Protection Laws set forth in footnote 1, and do not admit any wrongdoing that was or could have been alleged by any Attorney General before the date of the AVC under those laws. No part of this AVC, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by the Companies.

b. This AVC shall not be construed or used as a waiver or limitation of any defense otherwise available to the Companies in any action, or of the Companies' right to defend themselves from, or make any arguments in, any private individual or class claims or suits relating to the subject matter or terms of this AVC. This AVC is made without trial or adjudication of any issue of fact or law or finding of liability of any kind.

c. It is the intent of the Parties that this AVC not be admissible in other cases or binding on the Companies in any respect other than in connection with the enforcement of this AVC.

d. No part of this AVC shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that a State may file an action to enforce the terms of this AVC.

29. Reimbursement for Investigative Costs: Within ten business days of the Effective Date of this AVC, the Companies shall pay a total amount of $5,400,000.00 to the Signatory Attorneys General. A portion of this amount designated by the Multistate Executive Committee in the sole discretion of that Committee shall be paid by the Companies directly to each Signatory Attorney General. Said payments shall be made in reimbursement of the Multistate Working Group's attorneys' fees and other costs of investigation and shall be placed in, or applied to, the consumer protection enforcement fund, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading to this AVC, or for other uses permitted by state law, at the sole discretion of each Signatory Attorney General.

30. Compliance: For purposes of resolving disputes with respect to compliance with this AVC:

a. Should any of the Signatory Attorneys General have a reasonable basis to believe that the Companies have engaged in a practice that violates a provision of this AVC subsequent to the Effective Date of this AVC, then such Attorney General shall notify the Companies in writing of the specific objection, identify with particularity the provisions of this AVC that the practice appears to violate, and give the Companies thirty (30) days to respond to the notification; provided, however, that a Signatory Attorney General may take any action where the Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

b. Upon receipt of written notice, the Companies shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why the Companies believe they are in compliance with the AVC, or a detailed explanation of how the alleged violation occurred and a statement explaining how the Companies intend to cure the alleged breach.

c. Upon giving the Companies thirty (30) days to respond to the notification described above, the Signatory Attorney General shall also be permitted reasonable access to relevant, non-privileged, non-work product records and documents in the possession, custody, or control of the Companies that relate to the Companies' compliance with each provision of this AVC as to which cause that is legally sufficient in the State has been shown. If the Signatory Attorney General makes or requests copies of any documents during the course of that inspection, the Signatory Attorney General will

provide a list of those documents to the Companies. Nothing in this paragraph shall be interpreted to limit the State's Civil Investigative Demand ("CID") or subpoena authority, to the extent such authority exists under applicable state law, and the Companies reserve all rights with respect to a CID or subpoena issued pursuant to such authority.

d. The State may assert any claim that the Companies have violated this AVC in a separate civil action to enforce this AVC, or to seek any other relief afforded by law, only after providing the Companies an opportunity to respond to the notification described in Paragraph 30(a) above; provided, however, that a Signatory Attorney General may take any action where the Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

31. Entire Agreement: This AVC represents the entire agreement entered into by the Parties hereto and shall bind the Parties hereto. In any action undertaken by either the Attorneys General, or any of them, or the Companies, no prior versions of this AVC, and no prior versions of any of its terms may be introduced for any purpose whatsoever.

32. Modification: Any Party to the AVC may seek modification of the AVC if it believes that facts and circumstances underlying the AVC have changed in any material respect. The Multistate Executive Committee agrees to coordinate discussions with the Companies regarding any such modification and to make recommendations to the Multistate Working Group. This AVC shall be modified only by mutual assent of the parties and only by a written instrument, signed by or on behalf of the Parties, and, where required, by court order. If, after the date of entry of this AVC, an Individual State, its Attorney

General, or any agency of an Individual State enacts or promulgates legislation, rules or regulations with respect to matters governed by this AVC that conflict with any provision of this AVC, or if the applicable law of the Individual State shall otherwise change so as to conflict with any provision of this AVC, the Attorney General shall not unreasonably withhold his or her consent to the modification of such provision to the extent necessary to eliminate such conflict. Laws, rules, or regulations, or other changes in Individual State law, with respect to the matters governed by this AVC, shall not be deemed to conflict with a provision of this AVC unless the Companies cannot reasonably comply with both such law, rule, or regulation and the applicable provision of this AVC.

33. Severability: If any portion of this AVC is held invalid or unenforceable by operation of law, the remaining terms of this AVC shall not be affected.

34. Certification: The Parties certify that their undersigned representative is fully authorized to enter into the terms and conditions of this AVC and to legally bind the party represented.

For Schering-Plough Corporation:

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Date: 7/9/09

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