

connection with the negotiation of the Settlement Agreement, the alleged inadequacy of notice provided to the Class in connection with the Settlement Agreement, the process by which the Settlement Agreement was approved, the payment of claims to Class Members not qualified to receive benefits under the Settlement Agreement, and any alleged inadequacy of funds available to the Trust to pay all claims for Matrix Compensation Benefits. This Release and Covenant Not to Sue is solely for the benefit of the Released Parties.

2. I shall not initiate, assert, maintain or prosecute any legal action against any Trustee, officer or employee of the Trust arising from the performance of their duties under the Settlement Agreement, as to which the Trustee and/or Trust officer or employee may have a right of indemnity from the Settlement Fund or against the Trust with respect to any such claims; provided, however, that nothing contained herein shall preclude the Releasing Parties from recovering benefits due under the Settlement Agreement, as amended by the Seventh Amendment.
3. I shall not initiate, assert, maintain or prosecute any claim released by the foregoing clauses, seek to enforce any such right or claim, including by action, motion, appeal or any other manner, or attempt to establish a right not to be bound by the Settlement Agreement. I waive and relinquish any right under any applicable law not to be bound by the Settlement Agreement which might be established on behalf of Class Members by action taken by any other person.
4. Nothing in this Release and Covenant Not to Sue shall be interpreted as depriving me of the right to assert and/or enforce by appropriate legal action rights expressly provided to me by the Settlement Agreement, as amended by the Seventh Amendment.

FURTHER COVENANTS RELATING TO THIRD PARTY CLAIMS

I covenant that:

1. I shall satisfy any lawful outstanding liens or claims, whether currently asserted or unasserted, for reimbursement of medical expenses, including the cost of medical services, by any private subrogee or government entity ("Third Party Payors") that have paid for your medical care or provided medical services in connection with any health problem arising out of or relating to the Diet Drugs, including any claims for reimbursement of medical expenses paid or medical services provided by Medicare, after receipt of payment from the Fund Administrator or the Trust.
2. I shall indemnify and hold harmless the Fund Administrator, the Trust, and Wyeth from and against any claims, suits or demands asserted by any Third Party Payor arising out of or relating to the payment of medical expenses or provision of medical services by such Third Party Payor or the failure of the Fund Administrator or Wyeth to pay the Third Party Payor, including the cost of investigating and defending against such claims, suits or demands, and including any settlement thereof. I am obligated to cooperate as reasonably requested by the indemnitee in such investigation and defense. I acknowledge that the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2), may permit recovery of double the amount of such expenses paid by Medicare, and I agree that the foregoing indemnity includes the amount of any such double recovery or any other penalty or interest imposed.
3. The U.S. District Court for the Eastern District of Pennsylvania, in Philadelphia, Pennsylvania, shall have the power to enforce the obligations under this Release and Covenant Not to Sue pursuant to the Court's reserved power to enforce the Settlement Agreement.

I HAVE CAREFULLY READ (OR HAVE HAD READ TO ME) THIS RELEASE AND COVENANT NOT TO SUE. I UNDERSTAND THE TERMS OF IT AND AGREE TO BE BOUND BY IT.

Signature: _____
Diet Drug Recipient or Representative Claimant

Date: _____ / _____ / _____
(month) (day) (year)

- (3) the prescription or dispensing of Pondimin[®] and/or Redux[™] for concomitant use with Phentermine hydrochloride or Phentermine resin; and/or
- (4) a claim that the physician's or pharmacist's liability stems solely from having prescribed or dispensed Pondimin[®] and/or Redux[™]; and/or
- (5) a claim that the physician's or pharmacist's liability stems solely from the prescription or dispensing of a defective or unreasonably dangerous product.

Physicians, pharmacists and pharmacies are not Released Parties with respect to any claims based on their independent negligence or culpable conduct, not consisting of the conduct described in paragraphs (1)-(5) of this Subsection 1.e.

Notwithstanding the foregoing, manufacturers, sellers, wholesalers, or distributors of any Phentermine hydrochloride or Phentermine resin pharmaceutical product are not Released Parties with respect to the manufacture, sale, or distribution of any Phentermine hydrochloride or Phentermine resin pharmaceutical product, and Les Laboratoires Servier S.A. and all of its affiliates and subsidiaries, including, without limitation, Servier S.A.S., Oril, Orsem, Servier Amerique, Science Union et Cie, Institut de Recherches Internationales Servier, Servier Research (collectively hereinafter "Servier") and Interneuron Pharmaceuticals, Inc. (hereinafter "Interneuron") are not Released Parties.

2. **"Settled Claims"** shall mean any and all claims, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future by any or all members of the Settlement Class arising out of or relating to the purchase, use, manufacture, sale, dispensing, distribution, promotion, marketing, clinical investigation, administration, regulatory approval, prescription, ingestion, and labeling of Pondimin[®] and/or Redux[™], alone or in combination with any other substance, including, without limitation, any other drug, dietary supplement, herb, or botanical. These "Settled Claims" include, without limitation and by way of example, all claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for:
 - a. personal injury and/or bodily injury, damage, death, fear of disease or injury, mental or physical pain or suffering, emotional or mental harm, or loss of enjoyment of life;
 - b. compensatory damages, punitive, exemplary, statutory and other multiple damages or penalties of any kind;
 - c. loss of wages, income, earnings, and earning capacity, medical expenses, doctor, hospital, nursing, and drug bills;
 - d. loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, parents, children, other relatives or "significant others" of Settlement Class Members;
 - e. consumer fraud, refunds, unfair business practices, deceptive trade practices, Unfair and Deceptive Acts and Practices ("UDAP"), and other similar claims whether arising under statute, regulation, or judicial decision;
 - f. wrongful death and survival actions;
 - g. medical screening and monitoring, injunctive and declaratory relief;
 - h. economic or business losses or disgorgement of profits arising out of personal injury; and
 - i. prejudgment or post-judgment interest.

Notwithstanding the foregoing, Settled Claims do not include claims based on PPH, including claims for compensatory, punitive, exemplary or multiple damages based on PPH; provided, however, that if a Class Member receives Matrix Compensation Benefits or Seventh Amendment Matrix Compensation Benefits from the Settlement Fund and/or Individual Payment Amounts (including any Interim Distributions) from the Supplemental Class Settlement Fund, he/she may not bring a lawsuit based upon a claim for PPH, unless the Class Member was diagnosed with PPH before the Class Member had left-sided heart valve abnormalities (other than those which produce trivial, clinically insignificant left-sided regurgitation) or Endocardial Fibrosis. In addition, notwithstanding the foregoing, Settled Claims do not include claims arising from the exposure of unborn children, *in utero*, to Pondimin[®] or Redux[™], and persons alleging exposure *in utero* to Pondimin[®] or Redux[™] shall not be considered Diet Drug Recipients eligible for benefits under this Agreement.