

RETENTION AGREEMENT

WHEREAS, the Attorney General has determined that claims should be made against Merck & Co., Inc., ("Merck") manufacturer of the pharmaceutical drug, VIOXX®, which has not paid to the lawful citizens of the State of Mississippi or is not paying lawful amounts to which the State is entitled ("the Claims") on account of the violation of certain laws and statutes, including, Miss. Code Ann. § 43-13-223, § 75-24-1, *et seq.*, and § 97-23-3, Miss. Code Ann.(1972), and

WHEREAS, the Attorney General has determined that the claims include an award of civil penalties against Merck, pursuant to § 75-24-19 Miss. Code Ann.(1972); an award pursuant to § 43-13-223, *et seq.*, Miss. Code Ann.(1972), of an amount equal to the full amount Merck received as a result of payments made by the State and its agencies and instrumentalities for VIOXX®, plus an additional civil penalty equal to triple the full amount received by Merck on account of these payments; an order enjoining Merck from engaging in practices in violation of §75-24-9 Miss. Code Ann.(1972); an award of compensatory damages; an award of punitive damages; and attorneys fees and prejudgment interest at the legal rate of interest, for intentionally violating the statutes of the State of Mississippi in connection with the marketing and sale of VIOXX® to the State and its citizens.

WHEREAS, the Attorney General has determined that the investigation, research, and litigation of the Claims will require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, accountants, and secretaries who are familiar with VIOXX® and related issues for an extended period of time; and

WHEREAS, the Attorney General has further determined that it is in the best interests of the

State and its citizens that the State retain attorneys experienced in the areas of pharmaceutical litigation to pursue the Claims; and,

WHEREAS, the below listed Law Firm is experienced in pharmaceutical law and litigation and has consented to represent the State of Mississippi, in association with the Attorney General, respecting the Claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Office of the Attorney General hereby retains the Law Firm of Bossier & Kitchens, PLLC ("Law Firm") and its principal members, Sheila M. Bossier and John T. Kitchens, are hereby designated as Special Assistants Attorney General to investigate, research and file the Claims in any appropriate Court or Courts or before any appropriate governmental agency.
2. The Attorney General does not relinquish his constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General has the sole authority to settle this litigation on behalf of the State of Mississippi and its citizens. The Law Firm shall consult with the Attorney General and obtain his approval on all material matters pertinent to these Claims and any litigation arising therefrom, and the Attorney General shall cooperate with the Law Firm and use his best efforts to secure the cooperation of other State agencies. Prior to initiating inquiries or demands to any persons or entities, the Attorney General and the Firm will agree upon entities to be contacted and/or claims to be pursued; the Firm will thereafter be entitled to its reasonable fees and expenses, as provided below, on any recovery from such agreed-upon entity or claims, discovered as a consequence of the Firm's inquiry/demand. The Attorney General is not required, however, to assign any members of his staff to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate. The Attorney General shall

designate a member(s) of his staff to monitor these Claims, and the Law Firm shall keep the Attorney General and his designated staff member(s) fully informed on all matters pertaining to the Claims.

3. The Attorney General and the Law Firm both recognize that the claims present numerous factual and legal obstacles, and that no assurance of success on the Claims has or can be made.

4. The Attorney General shall maintain responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General for comment and response.

5. Notwithstanding the potential difficulties, the Law Firm has agreed to represent the State, and the Attorney General hereby agrees that the Law Firm will be compensated for its efforts on the following basis:

A. Fee Agreements:

Exhibit A - Retention Agreement - Matter Settled Prior to Initiation of Litigation

Exhibit B - Retention Agreement - Matter Resolved After Initiation of Litigation

B. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the Attorney General, shall initially be borne entirely by the Law Firm, but shall be reimbursed first from any gross recoveries from the pursuit of such claims;

C. The Law Firm shall receive no compensation or reimbursement other than set out above. In the event that no recovery is realized, the Law Firm shall

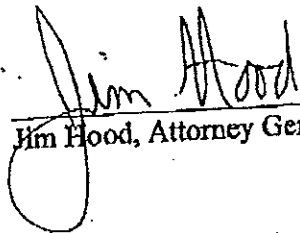
receive no compensation or reimbursement.

6. With the approval of the Attorney General, the Law Firm may associate and/or assign to other attorneys, at its own expense and at no cost to the State of Mississippi.

DATED this 4th day of March, 2005.

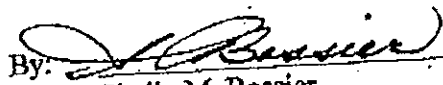
**ATTORNEY GENERAL OF
THE STATE OF MISSISSIPPI**

By:

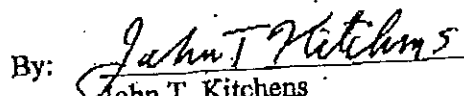

Jim Hood, Attorney General

BOSSIER & KITCHENS, PLLC

By:


Sheila M. Bossier

By:


John T. Kitchens

Attachment A
(Retention Agreement)
(Matter Settled Prior to Initiation of Litigation) *

The following shall be the structured contingent fee schedule:

For Sums Up to \$25,000,000.00:

15%; then in addition;

For those sums between \$25,000,000.00 and \$75,000,000.00:

13%; then in addition;

For those sums between \$75,000,000.00 to \$200,000,000.00:

7%; then in addition;

For those sums between \$200,000,000.00 to \$500,000,000.00:

4%; then in addition;

For all those sums greater than \$500,000,000.00:

2%; then in addition;

For all those sums greater than \$1,000,000,000.00:

1%

* Due diligence and good faith must be exercised to settle this matter prior to filing a complaint, or before any significant discovery initiated.

Attachment B
(Retention Agreement)
(Matter Resolved After Initiation of Litigation)

The following shall be the structured contingent fee schedule:

For Sums Up to \$25,000,000.00:

After filing complaint before discovery completed:	17%
After filing complaint after discovery complete awaiting trial:	20%
After commencement of trial:	25%

then in addition;

For those sums between \$25,000,000.00 and \$75,000,000.00:

After filing complaint before discovery completed:	15%
After filing complaint after discovery complete awaiting trial:	18%
After commencement of trial:	21%

then in addition;

For those sums between \$75,000,000.00 to \$200,000,000.00:

After filing complaint before discovery completed:	10%
After filing complaint after discovery complete awaiting trial:	14%
After commencement of trial:	18%

then in addition;

For those sums between \$200,000,000.00 to \$500,000,000.00:

After filing complaint before discovery completed:	6%
After filing complaint after discovery complete awaiting trial:	8%
After commencement of trial:	10%

then in addition;

For all those sums greater than \$500,000,000.00:

After filing complaint before discovery completed:	3%
After filing complaint after discovery complete awaiting trial:	4%
After commencement of trial:	5%

then in addition;

For all those sums greater than \$1,000,000,000.00:

After filing complaint before discovery completed:	2%
After filing complaint after discovery complete awaiting trial:	3%
After commencement of trial:	4%