MEDA PENSION EQUITY PLAN

SUMMARY PLAN DESCRIPTION

September, 2010

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I. Introduction to the Meda Pension Equity Plan

A. *History of the Plan*

The Employees' Retirement Plan of Carter-Wallace, Inc. was originally established to provide retirement benefits to eligible employees of Carter-Wallace, Inc. ("Carter-Wallace") who retired from service on or after April 1, 1960.

As a result of certain corporate transactions, effective September 28, 2001, MedPointe Healthcare Inc. ("MedPointe") became the Plan sponsor as successor to Carter-Wallace. Effective January 1, 2002, the Plan was renamed the MedPointe Pension Equity Plan, and the Plan's benefit formula was amended. Effective December 13, 2007, MedPointe changed its name to Meda Pharmaceuticals, Inc. and, effective as of January 1, 2008, the Plan was renamed the Meda Pension Equity Plan.

The Plan was "frozen" effective January 31, 2003. This means that there are no benefit accruals after that date and no service or compensation earned after January 31, 2003, will be taken into account in determining your benefits. However, service completed after January 31, 2003 will be taken into account for purposes of determining your eligibility for early retirement benefits.

B. *Purpose of the Summary Plan Description*

This Summary Plan Description ("SPD") describes the key features of the Plan. The official Plan document will always govern in the event of any questions or disputes concerning the provisions of the Plan.

Please read this SPD carefully and, if you are married, please have your spouse read it as well. It described the Plan as in effect on September 1, 2010. If you have any questions regarding the Plan, please contact the Human Resources Department.

Throughout this SPD, the word "Company" is used to refer to Meda, or, for periods prior to September 28, 2001, Carter Wallace. The term "Carter-Wallace Plan" is used to refer to the Plan as it existed prior to January 1, 2002.

Although every effort has been made to provide accurate information in this SPD, the possibility of error always exists. The estimates of benefit values in this brochure do not represent a guarantee of the benefits reported.

This SPD does not constitute a contract of employment. This SPD is not intended to be a complete description of the Plan. If there are discrepancies between the information in this SPD and the legal document, the legal document will govern. The Company reserves the right to amend, modify, or terminate the Plan described in this SPD at any time, at its sole discretion; however, no amendment, modification or termination may reduce your Accrued Benefit under the Plan.

II. Participation in the Plan

If you were a participant in the Carter-Wallace Plan on December 31, 2001, you continued to participate in the Plan automatically on January 1, 2002. If you were not a participant in the Carter-Wallace Plan on December 31, 2001, you became eligible once you had completed a Year of Service and were at least age 21. For purposes of determining when (and whether) you were eligible to participate in the Plan, you were treated as having a Year of Service if you complete twelve consecutive months of employment.

IMPORTANT NOTE: The Plan was frozen to new participants effective December 31, 2002. Consequently, that means that if you were first hired after December 31, 2001, you will not be eligible to participate in the Plan. You must have satisfied the Plan's eligibility requirements on or before December 31, 2002, in order to become a participant in the Plan.

III. <u>Determining Your Benefits</u>

If you first became a participant in the Plan on or after January 1, 2002, your benefit under the Plan (your "Accrued Benefit") is equal to your Pension Equity Benefit, as described below.

If you were a participant in the Plan prior to January 1, 2002 (but do not meet the requirements to be a "Grandfathered Member"), your Accrued Benefit under the Plan is equal to your Pension Equity Benefit plus your 2001 Accrued Benefit, as described below. (For more information about the requirements to be a Grandfathered Member, and the special formula that applies to a Grandfathered Member, see, *Grandfathered Members* at page 6).

A. *Pension Equity Benefit*

Your Pension Equity Benefit is determined under a formula which takes into account your Years of Service, your Final Average Compensation, and your age, as explained more fully below.

B. *The Pension Equity Benefit Formula*

For each Year of Service, you earned a "percentage credit" that ranged between 3% and 11% of your Final Average Compensation, depending on your age at the end of the Plan Year, as shown in the following chart.

If your age as of the last day of the Plan Year was…	Your percentage credit for the Plan Year was. . . .
Less than 25	3%
25-29	4%
30-34	5%
35-39	6%
40-44	7%
45-49	8%
50-54	9%
55-59	10%
60+	11%

A special rule applied in 2003 for determining your service. As long as you were employed on January 31, 2003, and had at least one (1) Hour of Service during the month of January 2003, you earned a Pension Equity Benefit, based on 1/12th of your percentage credit, for that month.

The sum of all of your percentage credits, multiplied by your Final Average Compensation, equals your "Single Sum Pension Equity Benefit". Beginning on the earlier of January 31, 2003, or the date your employment with the Company terminated, your Single Sum Pension Equity Benefit is increased 4% per year, as specified by the Plan, until you are permitted to take a distribution, which is generally after you terminate employment, see, *Distribution of Your Benefits* at page 11. Your Single Sum Pension Equity Benefit is then converted to an actuarially equivalent life annuity.

For more information about how Years of Service is determined for purposes of calculating your Pension Equity Benefit, see, *Service* at page 10.

The following examples illustrate how your Pension Equity Benefit will be calculated:

<u>EXAMPLE 1</u>

Your participation in the Plan commences on January 1, 2002, at age 40, and you continue working until the Plan "freeze" date of January 31, 2003, when your Final Average Annual Compensation equals $50,000.

Your Single Sum Pension Equity Benefit is determined by multiplying the sum of your annual percentage credits for your service through January 31, 2003, by your Final Average Compensation, as follows:

Benefit Percentage	7.5833%	7% per year for 1 year during 2002 = 7%, plus 7% for 1/12th of a year up to 1/31/2003 = 0.5833%
Final Average Compensation	X	$50,000

Your Single Sum Pension Equity Benefit as of January 31, 2003 = $3,791.65 ($50,000 X 7.5833%). This amount will increase 4% per year until you receive a distribution of your Pension Equity Benefit. If you elect to receive a distribution at age 65, your estimated Single Sum Pension Equity Benefit at age 65 will be approximately $10,075, and your estimated life annuity at age 65 is $927 per year. The life annuity is calculated using an assumed 6% interest rate and current mortality tables required by law, which are both subject to change.

C. *2001 Accrued Benefit*

If you participated in the Plan before January 1, 2002 (and are not a Grandfathered Member), your Accrued Benefit under the Plan will also be based on your benefit accruals calculated under the Carter-Wallace Plan through December 31, 2001. This additional benefit is your "2001 Accrued Benefit" and is generally fixed as of December 31, 2001.

A participant's 2001 Accrued Benefit is generally calculated using the following formula:

2% of your Final Average Compensation
(determined as of December 31, 2001)

TIMES
your Credited Service under the Plan
as of December 31, 2001

MINUS

2% of your Primary Social Security Benefit
TIMES
your Credited Service under the Plan
as of December 31, 2001
(up to a maximum of 25 years)

Your Credited Service used to calculate your 2001 Accrued Benefit will be determined using the provisions of the Plan in effect prior to January 1, 2002.

EXAMPLE 2

You began working at age 35 (back in 1992), and you are age 45 at the start of 2002. You continue working at least until January 31, 2003, when your Final Average Compensation is $50,000. Your benefit will be composed of the sum of your 2001 Accrued Benefit and your Pension Equity Benefit.

Total Pension Benefit Payable at Age 65	**Lump Sum**	**Life Annuity**
2001 Accrued Benefit as of December 31, 2001	$79,300	$7,300
Pension Equity Benefit (based on a total of 8.6667 benefit percentage credits for your 1 and 1/12th Years of Service after January 1, 2002, increased by 4% per year to age 65	$9,464	$872
Total Benefit	$88,764	$8,172

The Single Sum Pension Equity Benefit determined as of January 31, 2003, would be $4,333 (which is the product of your $50,000 Final Average Compensation and your 8.6667 benefit percentage credits). The Pension Equity Benefit payable at age 65 reflects increases of 4% per year from January 31, 2003, through age 65, as specified by the terms of the Plan. For this example, the lump sum value of the 2001 Accrued Benefit and all life annuities were calculated assuming an 8% interest rate and using the mortality tables required by law, which are both subject to change.

If you were a participant in the Carter-Wallace Plan on October 1, 1980, there are two additional formulas that can be used to calculate your Accrued Benefit. If you are included in this group, your 2001 Accrued Benefit will be calculated under the formula which provides you with the highest Accrued Benefit. Further information regarding these additional formulas is available from Human Resources.

D. ***Grandfathered Members***

If you are a participant who was at least age 53 and completed at least 8 years of Continuous Service as of December 31, 2001, you are designated as a "Grandfathered Member." Your total Accrued Benefit under the Plan will be the greater of your benefit as determined for any other participant who is not a Grandfathered Member, or the benefit you would have using the formula for calculating the 2001 Accrued Benefit, but continuing that formula through the earlier of January 31, 2003 or the date your employment terminated. The extension of the 2001 Accrued Benefit formula for Grandfathered Members takes into account both their service and their Compensation for the extended period. If you are a Grandfathered Member, certain other special rules apply to the calculation of your Accrued Benefit. Further information is available from Human Resources.

E. ***Transitional Employees***

A Transitional Employee is an employee who was employed by the Company on September 28, 2001, and who was expected to work only for a limited period of time following the acquisition of Carter-Wallace by MedPointe. The Plan benefit of a Transitional Employee continues to be determined in all respects under the provisions of the Plan as in effect as of December 31, 2001, subject, however, to the freeze of all accruals effective as of January 31, 2003. A Transitional Employee is not eligible for a Pension Equity Benefit. **PLEASE NOTE:** If you are a Transitional Employee, the provisions of this SPD that relate to the Pension Equity Benefit will not apply to you.

F. ***Determination of Single Sum Equivalents***

As explained above, your Single Sum Pension Equity Benefit is determined by your Years of Service and Final Average Compensation. However, the Company uses certain factors to convert your Single Sum Pension Equity Benefit into a monthly benefit under a normal or optional form of payment. These factors include an interest rate of 8% and a mortality table mandated by the Internal Revenue Service (IRS).

The interest rate used to calculate the actuarially equivalent life annuity form of your Pension Equity Benefit is the applicable rate prescribed by the Secretary of the Treasury for the November, February, May, or August immediately preceding the first day of the quarter of the Plan Year on which your Plan benefit is calculated. These rates are subject to change.

G. ***Compensation and Final Average Compensation***

For the purposes of calculating your Accrued Benefit, your "Final Average Compensation" is your average annual Compensation during the five consecutive years during the last 10 years of your Continuous Service that result in the highest average. If you have 5 or less years of Continuous Service, however, your Final Average Compensation will be the average of all of your years of Continuous Service.

If you were employed on January 1, 2003 and earned at least one (1) Hour of Service during the month of January, 2003, a special rule applies in calculating your Final Average Compensation for purposes of determining your Pension Equity Benefit. If this special rule applies to you, your Final Average Compensation will be based solely on Compensation you earned for services rendered during the period January 1, 2002 through January 31, 2003.

"Compensation" is the income you earn at the Company including base pay, overtime, bonuses, and commissions, and any amounts you contribute to a Section 125 or 401(k) plan. Compensation does not include deferred compensation, stock options, benefit credits under a cafeteria plan, imputed income, insurance benefits, severance payments, tuition refunds, relocation or other expense allowance payments, suggestion or recruitment awards, other welfare or fringe benefits, and other special payments as determined by the Retirement Committee. In addition, the IRS limits the amount of annual Compensation that may be considered when calculating your Company contributions to the Plan. For 2003, the maximum was $200,000.

For Plan Years beginning before January 1, 2002, "Compensation" was defined as your regular pay—including base pay, overtime, and any amounts you contribute to a Section 125 or 401(k) plan—but excluding bonuses, commissions, special pay, any lump sum severance payments, and the Company's cost for any public or private employee benefits plan (including this Plan and the MedPointe Savings Plan (the "Savings Plan")) under rules uniformly applicable to all similarly-situated employees. The most important difference is that bonuses and commissions are not included in Compensation for years before 2002. **Because of the freeze of the Plan, no Compensation earned or Continuous Service completed after January 31, 2003 is taken into account in these calculations; however, Continuous Service completed after January 31, 2003 will be taken into account for purposes of determining your eligibility for early retirement benefits.**

H. *Maximum Benefits*

All benefits payable to a participant or anyone else on his or her behalf for any Plan Year may not exceed the maximum benefit limitations for that year in accordance with legal requirements as stated in the Plan. The limits are indexed and the Plan provides for increasing the dollar limits automatically as such changes become effective. If these limitations affect you, you will be notified in writing when you commence your benefits.

IV. <u>Retirement Dates</u>

This section describes when your Plan benefit is payable to you. For information on how the benefit is payable, see, *Distribution of Your Benefits* at page 11.

A. *Normal Retirement*

Your "Normal Retirement Date" is the first day of the month on or after your 65th birthday.

B. *Deferred Vested Retirement*

If you decide to leave the Company before your Normal Retirement Date and after you have completed 5 Years of Service with the Company, you are eligible to receive your Accrued Benefit on your Normal Retirement Date. You may also elect to receive your Accrued Benefit (or a portion thereof) before your Normal Retirement Date, depending on the type of benefit (Pension Equity Benefit or 2001 Accrued Benefit) and your age and length of service.

(i) <u>Pension Equity Benefit</u>

You will be eligible to receive your entire vested Pension Equity Benefit before your Normal Retirement Date if you wish. See, *Distribution of Your Benefits* at page 11.

Note: If you do not elect an immediate distribution of your Pension Equity Benefit following the termination of your employment, your Pension Equity Benefit will be increased by 4% per year from the earlier of January 31, 2003 or the date of your termination of employment, until the date you elect to begin distribution.

(ii) <u>2001 Accrued Benefit</u>

If you terminate employment prior to age 55 and you are eligible for a 2001 Accrued Benefit, you may elect to commence your 2001 Accrued Benefit after attaining age 55 but prior to your Normal Retirement Date, if you have completed 10 Years of Service at the time of your termination from employment (15 Years of Service if your termination date was before October 1, 1980). Your 2001 Accrued Benefit will be actuarially reduced in order for it to be paid out over a longer period of time.

C. *Early Retirement*

This Section is applicable to the 2001 Accrued Benefit and to Grandfathered Members and Transitional Employees. This Section does not apply to the Pension Equity Benefit.

You may retire under the early retirement provision of the Plan prior to attaining your Normal Retirement Age if you terminate employment after having reached age 55 with 10 years of Continuous Service. The payment of your accrued early retirement benefit will be deferred until your Normal Retirement Date unless you elect to begin receiving payment on your early retirement date.

Under the early retirement provision, your 2001 Accrued Benefit will be reduced by ¼ of 1% (0.25%) for each month that your retirement begins before your Normal Retirement Date. In addition, your benefit will be reduced by an additional ¼ of 1% (0.25%) for each month your retirement begins before your 60th birthday. There is no actuarial reduction applicable to your Pension Equity Benefit for early retirement.

D. ***Late Retirement***

You may delay your retirement beyond your Normal Retirement Date and continue to accrue a benefit under the Plan, through January 31, 2003. There is no mandatory retirement age, though the Plan requires that benefits must begin in the year after you reach age 70½. Each year that you continue to work thereafter, you will continue to earn additional percentage credits (for participants entitled to a Pension Equity Benefit) or Credited Service (for participants entitled to a 2001 Accrued Benefit, Grandfathered Members or Transitional Employees), through January 31, 2003.

E. ***Disability***

While totally disabled, you do not earn service or benefit credits under the Pension Equity Benefit portion of the Plan. For any participant who became disabled prior to December 31, 2001, you will continue to earn Continuous Service for eligibility and vesting purposes toward your 2001 Accrued Benefit.

The Plan Administrator will determine whether you are disabled based on the results of a medical examination and any other necessary or desirable evidence. Eligibility for disability benefits under either Social Security or the Company's long-term disability plan will be conclusive evidence that you are disabled.

It is possible that you will become eligible for early retirement benefits after you become totally disabled (applicable only to the 2001 Accrued Benefit, Grandfathered Members, and Transitional Employees). If this is the case, you may begin receiving your Plan benefit on the first day of the month after you are eligible for early retirement. Also, if you are eligible for early retirement benefits, your Accrued Benefit will be reduced in the manner described under Early Retirement if you begin to receive your Accrued Benefit before your Normal Retirement Date. However, it is important to note that once you become totally disabled, you will not earn additional Pension Equity Benefits.

If you do retire early and continue to receive long-term disability benefits, your long-term disability benefit will be reduced, or "offset," by the amount of your Plan benefit. Moreover, if your Plan benefit is greater than your disability benefit, you will receive only your Plan benefit.

V. Vesting and Service

A. *Vesting*

Vesting means you have a non-forfeitable (permanent) right to receive a retirement benefit from the Plan, whether or not you remain employed by the Company until you retire. You are fully vested in your Accrued Benefit, meaning you cannot lose it, once you have completed five Years of Service with the Company. If you were employed by the Company on September 28, 2001, you are automatically fully vested in your Accrued Benefit under the Plan. Additionally, if you are employed by the Company on January 31, 2003, the date the Plan was "frozen," your Accrued Benefit became fully vested.

A special rule applied in 2003 for determining your service. As long as you were employed on January 31, 2003, and had at least one (1) Hour of Service during the month of January 2003, you earned a Pension Equity Benefit, based on $1/12^{th}$ of your percentage credit, for that month.

B. *Pre-2002 Service*

For the purpose of determining your 2001 Accrued Benefit prior to January 1, 2002, an elapsed time method was used for counting your service. Under the elapsed time method, you earned two types of service under the Plan. They were:

- *Continuous Service* – service that was used to determine your eligibility and vesting in the Plan, and

- *Credited Service* – service that was used to calculate the amount of your benefit under the Plan.

Under the previous elapsed time method of counting service, you received a year of Continuous Service and Credited Service for each 12-month period of service you completed beginning on your date of hire. The 2001 Accrued Benefit is now fixed, or "frozen."

C. *Important Note for "Grandfathered Members" and "Transitional Employees"*

If you are a "Grandfathered Member" (age 53 with 8 years of continuous service as of December 31, 2001), your Plan benefit under the "old" plan formula will be calculated using the elapsed time method. Also, if you are a Transitional Employee, your service will continue to be counted using the elapsed time method even after December 31, 2002.

VI. <u>Distribution of Your Benefits</u>

If you are vested when you leave the Company, you will receive your benefit in the normal payment method described below, unless you choose an optional method of payment. The Plan allows you to pick the payment method best suited to your situation. However, some rules apply:

- If the value of your benefit is less than $1,000, your benefit will be paid to you in a lump sum.
- If you leave before age 65 and you are eligible to commence your benefit, (see, *Retirement Dates* at page 8), your benefit will be paid in one of the forms described below.

Also, if you are eligible to receive a Pension Equity Benefit and a 2001 Accrued Benefit, you can receive both benefits under the same option or choose two different payment methods.

A. *Normal Form of Payment*

(i) ***If you are single*** – Monthly payments will be paid to you for your lifetime only. When you die, payments end. This is called a Life Annuity.

(ii) ***If you are married*** – Reduced monthly payments will be made to you for your lifetime. If your spouse outlives you, he or she will receive monthly payments, equal to 50% of the amount you had been receiving, for the remainder of his or her lifetime. This is called a Joint Life and 50% Survivor Annuity.

B. *Optional Forms of Payment*

The Plan provides for additional optional forms of benefit payment as an alternative to the normal forms of payment previously described. The Plan will provide you with an explanation of the automatic and optional forms of payment under the Plan as soon as feasible after you notify the Plan Administrator of your intent to retire. If you choose to receive your retirement benefit in one of the following optional forms of payment, you must provide the Plan Administrator with a completed election form no later than 90 days before your Plan benefit payments are scheduled to begin, and no less than 30 days after receiving the explanation. You may change your election as many times as you wish before you begin receiving your benefits, and you may waive all but 7 days of the 30-day election period by making an affirmative election prior to the expiration of such period. You may not change your election, however, once your benefits have commenced.

(i) ***Lump Sum*** – You may elect to receive the entire value of your benefit in a single payment through this option. You may receive the lump sum payable to you or directly roll over all or part of the amount into another employer's qualified plan or Individual Retirement Account ("IRA"). If the value of your benefit is less than $1,000, your benefits will only be distributed to you in the form of a lump sum payment.

(ii) ***Life Annuity*** **–** Equal payments will be paid to you for the rest of your life with no benefits continuing to anyone after your death.

(iii) ***Joint Life and 50% Survivor Annuity*** **–** Reduced monthly payments will be made to you for your lifetime. You may designate an individual beneficiary other than your spouse. If your designated beneficiary outlives you, he or she will receive monthly benefit payments of 50% of the amount you had been receiving, for the remainder of his or her life.

(iv) ***Joint Life and 75% Survivor Annuity (Qualified Optional Survivor Annuity)*** **–** Reduced monthly payments will be made to you for your lifetime. You may designate an individual beneficiary other than your spouse. If your designated beneficiary outlives you, he or she will receive monthly benefit payments of 75% of the amount you had been receiving, for the remainder of his or her life.

(v) ***Joint Life and 100% Survivor Annuity*** **–** Monthly payments will be made to you for your lifetime. You may designate an individual beneficiary other than your spouse. If your designated beneficiary outlives you, he or she will receive monthly benefit payments of 100% of the amount you had been receiving, for the remainder of his or her life.

(vi) ***Partial Distribution*** **–** If you are eligible to begin receiving a 2001 Accrued Benefit after September 28, 2001, you may elect this option. Under this option, you can elect to receive up to 90% of your 2001 Accrued Benefit in a single lump sum and the balance under any other form of payment under the Plan. You do not have to start both payment options on the same date.

If you are married, your spouse must consent, in a notarized writing, to your choice of an optional payment method and a beneficiary other than him/herself.

C. *Survivor Benefits*

If you were an employee of the Company on or after August 23, 1984 and:

- Become vested in any portion of your benefit under the Plan,
- Have been married to your spouse throughout the one-year year immediately before your death, and
- Die before retirement,

your spouse will be eligible to receive a survivor benefit based on your 2001 Accrued Benefit and your entire Pension Equity Benefit. Your spouse may begin receiving this benefit during the month following the month of your death, if you were then eligible to receive a retirement benefit, or, during the first month you would have been eligible to receive benefits if you had terminated employment on the date of your death and survived until you became eligible to begin receiving benefits, or anytime up to the date you would have been eligible for normal retirement. The survivor benefit attributable to the 2001 Accrued Benefit will be paid to your spouse as if you had chosen the Joint Life and 50% Survivor Annuity payment option.

Your entire Pension Equity Benefit will be payable to your spouse in the event of your death prior to retirement, unless a different beneficiary is designated in accordance with the rules of the Plan.

If you are not married, you may not designate a beneficiary for your 2001 Accrued Benefit.

D. *When Benefits Are Not Paid*

This SPD describes when and how the Plan pays retirement benefits to you or your survivor. You should know, however, those conditions under which benefits might be reduced or not paid at all. The following are some of those conditions.

- If you leave the Company before age 65 and before becoming vested, you are not eligible for a benefit from the Plan.

- If you choose the life annuity or lump sum payment method, no benefits are payable to anyone after your death.

- If you choose a payment method that continues an annuity to someone after your death, your annuity will be smaller so that payment can be made over a longer period.

- If you retire early, your benefits will be reduced so that payment can be made over a longer period of time.

E. *Claiming Your Benefit*

Upon your written or telephone request, the Company will furnish you with information about your retirement benefit before you retire. You will also receive the proper forms so that you may choose when your payments begin and apply for any optional methods of payments provided by the Plan.

VII. Other Information About the Plan

A. *Non-Assignment of Benefits*

Your benefits under the Plan are not subject to the claims of your creditors, your spouse or beneficiaries. You may not assign or commit any unpaid benefits, except pursuant to the terms of a Qualified Domestic Relations Order, as explained below.

B. *Qualified Domestic Relations Order*

The Plan will pay all or a portion of your benefit in compliance with a Qualified Domestic Relations Order ("QDRO") issued by a court. For the purposes of this Plan, a QDRO is any judgment, order decree or approval of a property settlement agreement made on the basis of a domestic relations law. The order may relate to child support, alimony or marital property rights to a spouse, child or other dependent and may direct payment of all or part of your Plan benefit to such a person.

Plan participants and beneficiaries may obtain from the Plan Administrator, free of charge, a copy of the Plan's procedures governing QDRO determinations.

C. *Payment to Minors*

If anyone who is entitled to income from your Plan benefit is a minor or is judged to be physically or mentally incompetent, the Plan Administrator may direct the Trustees to pay the income to a third-party (e.g., a legal guardian) for the benefit of the recipient.

D. *How Your Benefit is Taxed*

Under the current federal income tax law, your Plan benefit is not taxable while it remains in the Plan. However, when you receive a payout of your benefits from the Plan, you are responsible for paying the applicable taxes.

You can defer paying taxes if your payout is $1,000 or less and paid in the form of a lump sum distribution by directly or indirectly rolling the amount over into an IRA or other qualified plan.

E. *The Pension Benefit Guaranty Corporation (PBGC)*

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. The Company pays a yearly premium for this insurance. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

F. *Not A Contract of Employment*

Participation in the Plan does not imply a contract of employment between you and the Company. The Company's right to take disciplinary action against or terminate any employee, if necessary, is not affected by any provision of the Plan.

G. *Plan Termination*

While the Company expects to continue the Plan indefinitely, it has the right to amend or terminate the Plan at any time. No amendments, however, can reduce the benefits you have already accumulated and no money can go back to the Company unless all accumulated benefits are paid.

If the Plan is terminated, the Plan's assets will be distributed in the order of priority established by the Employee Retirement Income Security Act of 1974 ("ERISA"):

If assets remain after liabilities for all accrued benefits have been satisfied, excess assets may revert to the Company.

H. *Cost of the Plan*

The Company pays the entire cost of the Plan, by making a contribution in an amount determined by the Plan's actuary. There are no participant contributions to the Plan.

VIII. <u>Your Rights Under ERISA</u>

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including the Plan document and Trust agreement and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including the Plan document and copies of the latest annual report (Form 5500 series) and updated version of this SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement of your total accrued benefits and the vested (nonforfeitable) benefits you will be entitled to (if any) or the earliest date on which your benefits will become vested (nonforfeitable). This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. The Company may not fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

Enforce Your Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. In particular, if you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or

Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator for assistance. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

IX. Claims Procedures

You or your beneficiaries may authorize a representative to act on your behalf in pursuing a benefit claim or an appeal of an adverse benefit determination. You must notify the Plan in writing of any authorization. References in this Section to "you" will include your authorized representative.

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a notice of this adverse benefit determination. This notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by the Plan Administrator. The notice must contain the following information:

(a) the specific reason or reasons for the adverse benefit determination;

(b) specific reference to those Plan provisions on which the determination is based;

(c) a description of any additional information or material necessary to perfect your claim and an explanation of why such material or information is necessary;

(d) appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review under the Plan review procedures; and

(e) a statement of your right to bring a civil lawsuit under Section 502(a) of ERISA following an adverse benefit determination on review.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

(a) Upon the adverse determination of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

(b) You must file the claim for review no later than 60 days after you have received written notification of the adverse determination of your claim for benefits.

(c) You may review all relevant documents relating to the adverse determination of your claim and submit any issues and comments, in writing, to the Plan Administrator.

(d) Your claim for review must be given a full and fair review. If your claim is denied, the Plan Administrator must provide you with notice of this denial within 60 days after the Plan Administrator's receipt of your written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Plan Administrator of your claim for review.

(e) The Plan Administrator's decision on your claim for review will be communicated to you and will include specific references to the pertinent Plan provisions and other information submitted by you. If, on review, an adverse benefit determination is made, the notification of such determination shall include (1) the specific reason or reasons for the adverse determination; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) information on your access to all information relevant to your claim for benefits, and (4) information about your right to sue for benefits under Section 502(a) of ERISA.

(f) If the Plan Administrator's decision on review is not furnished to you within the time limitations described above, your claim will be deemed denied on review.

(g) If benefits are provided or administered by an insurance company, insurance service, or other similar organization which is subject to regulation under the insurance laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Plan Administrator.

X. <u>Additional Plan Information</u>

Employer Identification Number (EIN)

The employer identification number assigned by the IRS to Meda Pharmaceuticals Inc. is 13-4986583.

Plan Sponsor

The Plan described in this SPD covers eligible employees of Meda Pharmaceuticals Inc. Meda Pharmaceuticals Inc. is the Plan Sponsor of the Plan and its official business address is:

265 Davidson Avenue, Suite 300
Somerset, NJ 08873-4120

Plan Administration

The Benefits Committee is responsible for the general administration of the Plan. You may contact the Benefits Committee at:

Benefits Committee
c/o Meda Pharmaceuticals Inc.
265 Davison Avenue, Suite 300
Somerset, New Jersey 08873-4120
732-564-2200

Plan Name

The name of the Plan is the Meda Pension Equity Plan.

Plan Number

The Plan number is 001.

Plan Type

The Plan is a defined benefit plan.

Plan Year

The Plan Year is January 1 – December 31.

Plan Trustee

SEI Investments Company
1 Freedom Valley Drive
Oaks, Pennsylvania 19456

Agent for Legal Process

Legal process may be served on the Plan Sponsor or the Plan Administrator.