

OFFER OF SETTLEMENT AND RELEASE

This agreement is made between _____
("Dog Owner") and Pfizer Inc. (Pfizer), the manufacturer of Rimadyl™.

1. Dog Owner is the owner of _____ ("The Dog"), who was prescribed Rimadyl™ and who allegedly died as a result of taking Rimadyl™.

2. Dog Owner, by signing below, hereby offers to settle his/her/their claim arising from The Dog's consumption or ingestion of Rimadyl™ for the total sum of \$ _____.

3. This agreement will not be binding on either party until and unless it is co-signed below by a representative of Pfizer on or before April 15, 2004.

4. Payment will be made by check or wire transfer payable to Speights and Runyan, attorneys for Dog Owner. Dog Owner understands that Speights and Runyan may deduct any applicable attorneys' fees or costs prior to forwarding payment to Dog Owner. Pfizer's obligation to make payment is discharged upon making payment to Speights and Runyan, and Pfizer is not responsible for payment of any fees or costs that are owed by Dog Owner to Speights and Runyan.

5. In consideration of the payment described above, Dog Owner, upon delivery of such payment by Pfizer to Speights and Runyan, releases any and all claims, known or unknown, which Dog Owner has against Pfizer and Other Released Parties (as defined in the following paragraph) relating in any way to death or injury of The Dog as a result of taking Rimadyl™. Dog Owner acknowledges that he or she is (or they are) releasing all claims for damages, including damages that may arise in the future, as a result of The Dog taking Rimadyl™, including damages for death or injury to The Dog, veterinary or medical expenses, lost income or property damage, emotional distress, punitive damages, or any other type of injury or damage of any kind.

6. "Other Released Parties" means that Dog Owner is releasing not only Pfizer, but also all subsidiaries and affiliates of Pfizer.

7. Dog Owner, upon delivery of such payment by Pfizer to Speights and Runyan, will hold harmless Pfizer from any and all liability, including attorneys' fees and costs, arising from liens and/or subrogation claims including any medical payments due or claimed to be due to the Rimadyl™-related side effects allegedly suffered or sustained by The Dog and Dog Owner's resulting damages therefrom under the law of any state or federal regulation or contract. Dog Owner expressly acknowledges that all obligations to satisfy such liens are those of Dog Owner, not Pfizer.

8. Dog Owner agrees and understands that this agreement does not amount to an admission of any kind of liability by Pfizer, such liability being expressly denied by Pfizer, but represents a full compromise and settlement of any and all past, present, and future

claims Dog Owner ever had, now has, or may in the future have, against Pfizer as a result of The Dog taking Rimadyl™.

9. Dog Owner understands that other dog owners represented by the same plaintiff's counsel will be simultaneously making settlement offers to Pfizer. The settlement amount offered by Dog Owner represents the amount that Dog Owner, in consultation with counsel (Speights and Runyan), has determined to be a fair settlement of Dog Owner's individual claim. Dog Owner understands that Pfizer may evaluate the collective total of all such offers in determining whether to accept or reject Dog Owner's individual offer.

10. This agreement is binding on the parties, their predecessors, successors and assigns.

11. This is the entire agreement of the parties. Oral or written statements not contained in this agreement are not part of the agreement and are not binding. The invalidity and unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision.

WHEREFORE, Dog Owner hereto sets his or her hand and seal this ____ day of _____, 2004.

WITNESSES:

DOG OWNER

SOC. SEC. NO. _____

DOG OWNER

SOC. SEC. NO. _____

[NOTARY ACKNOWLEDGEMENT ON SUBSEQUENT PAGE]

STATE OF _____)
)
CITY/COUNTY OF _____)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared _____, personally known to be the person(s) who executed the foregoing Offer of Release and Settlement, and being first duly sworn, acknowledged reading the Offer of Release and Settlement in full and fully understanding the terms thereof, and who further acknowledged the execution of the same as his/her/their voluntary act.

Witness my hand and seal this _____ day of _____, 2004.

_____(L.S.)
Notary Public for _____

My Commission Expires: _____