



**UNITED STATES
NUCLEAR REGULATORY COMMISSION**

REGION III
2443 WARRENVILLE ROAD, SUITE 210
LISLE, ILLINOIS 60532-4352

October 27, 2009

Mr. Gareth J. Port, Paralegal
Environment, Health, and Safety
Legal Division
Pfizer Inc
150 East 42nd Street
150/2/71
New York, New York 10017

Dear Mr. Port:

This is in response to your telephone call with Kevin Null of my staff on October 6, 2009, regarding your request that the NRC cancel and return Amendment Number 2 to Letter of Credit (LOC) number P-217667. This request was in follow-up to the NRC's cancellation and return of the original LOC number P-217667 on January 14, 2009, as a result of the termination of NRC License Number 21-01443-06.

On September 29, 2008, we terminated NRC License Number 21-01443-06, originally issued to Parke, Davis & Company, and on January 14, 2009, we canceled and returned the original Irrevocable Standby Letter of Credit (LOC) No. P-217667 dated September 28, 2001, and Standby Trust Agreement (STA) dated October 1, 2001.

The LOC, valued at \$6,000,000, and STA were held by our office for Decommissioning Financial Assurance (DFA). As a result of the license termination, the DFA was no longer required. However, we neglected to cancel and return Amendment Number 2 to that LOC dated October 17, 2005, which had been under NRC review.

Therefore, we are enclosing, for your records, Amendment Number 2 to the original LOC dated October 17, 2005, and STA dated October 27, 2005, which we have canceled.

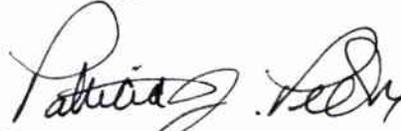
In accordance with 10 CFR 2.390 of the NRC's "Rules of Practice," a copy of this letter will be available electronically for public inspection in the NRC Public Document Room or from the Publicly Available Records (PARS) component of NRC's document system (ADAMS). The NRC's document system is accessible from the NRC Web site at <http://www.nrc.gov/reading-rm/adams.html>.

G. Port

-2-

If you have any questions, please contact Kevin Null of my staff at (630) 829-9854.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia J. Felke". The signature is fluid and cursive, with the first name being the most prominent.

Patricia J. Felke, Chief
Materials Licensing Branch
Division of Nuclear Materials Safety

License No.: 21-01443-06
Docket No.: 030-04794

Enclosure:
As stated

JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

OCT 17, 2005
OUR L/C NO.: P-217667

AMENDMENT NO.: 2

TO:
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, DC 20555

APPLICANT:
WARNER-LAMBERT COMPANY LLC
2800 PLYMOUTH RD.
ANN ARBOR, MI 48106-1047

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE: NONREF

APPLICANT'S NAME AND ADDRESS ARE CHANGED TO
WARNER-LAMBERT COMPANY LLC
2800 PLYMOUTH RD.
ANN ARBOR, MI 48106-1047

THE TEXT OF THE LETTER OF CREDIT HAS BEEN DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

BENEFICIARY:
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, DC 20555

APPLICANT:
WARNER-LAMBERT COMPANY LLC
2800 PLYMOUTH RD.
ANN ARBOR, MI 48106-1047

Letitia J. [Signature] 10/23/2005

IRREVOCABLE STANDBY LETTER OF CREDIT NO. P-217667
THIS CREDIT EXPIRES OCTOBER 1, 2002

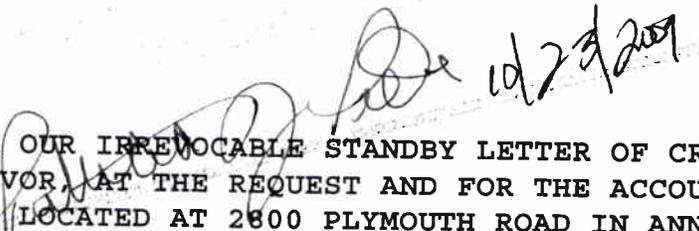
ISSUED TO: U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, DC 20555

DEAR SIR OR MADAM:

JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

OCT 17, 2005
OUR L/C NO.: P-217667

AMENDMENT NO.: 2


WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. P-217667 IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF WARNER-LAMBERT COMPANY LLC LOCATED AT 2800 PLYMOUTH ROAD IN ANN ARBOR, MI 48106 UP TO THE AGGREGATE AMOUNT OF SIX MILLION U.S. DOLLARS AND NO CENTS (U.S.\$6,000,000.00), AVAILABLE UPON PRESENTATION OF:

- (1) YOUR SIGHT DRAFT, BEARING REFERENCE TO THIS LETTER OF CREDIT NO. P-217667, AND
- (2) YOUR SIGNED STATEMENT READING AS FOLLOWS: "I CERTIFY THAT THE AMOUNT OF THE DRAFT IS PAYABLE PURSUANT TO REGULATIONS ISSUED UNDER AUTHORITY OF U.S. NUCLEAR REGULATORY COMMISSION."

OUR CUSTOMER ADVISES US THAT:

THIS LETTER OF CREDIT IS ISSUED IN ACCORDANCE WITH REGULATIONS ISSUED UNDER THE AUTHORITY OF THE U.S. NUCLEAR REGULATORY COMMISSION (NRC), AN AGENCY OF THE U.S. GOVERNMENT, PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, AS AMENDED, AND THE ENERGY REORGANIZATION ACT OF 1974. THE NRC HAS PROMULGATED REGULATIONS IN TITLE 10, CHAPTER I OF THE CODE OF FEDERAL REGULATIONS PART 30 WHICH REQUIRES THAT A HOLDER OF, OR AN APPLICANT FOR, A LICENSE ISSUED UNDER 10 CFR PART 30 PROVIDE ASSURANCE THAT FUNDS WILL BE AVAILABLE WHEN NEEDED FOR DECOMMISSIONING.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF SEPTEMBER 28, 2001 AND SHALL ON EXPIRE ON OCTOBER 1, 2002 BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF 1 YEAR ON OCTOBER 1, 2002 AND ON EACH SUCCESSIVE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS BEFORE THE CURRENT EXPIRATION DATE, WE NOTIFY BOTH YOU AND WARNER-LAMBERT COMPANY LLC, BY CERTIFIED MAIL, AS SHOWN ON THE SIGNED RETURN RECEIPTS. IF WARNER-LAMBERT COMPANY LLC IS UNABLE TO SECURE ALTERNATIVE FINANCIAL ASSURANCE TO REPLACE THIS LETTER OF CREDIT WITHIN 30 DAYS OF NOTIFICATION OF CANCELLATION, THE NRC MAY DRAW UPON THE FULL VALUE OF THIS LETTER OF CREDIT PRIOR TO CANCELLATION. THE BANK SHALL GIVE IMMEDIATE NOTICE TO THE APPLICANT AND THE NRC OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING (1) THE INSOLVENCY OR BANKRUPTCY OF THE FINANCIAL INSTITUTION OR (2) ANY VIOLATION OF REGULATORY REQUIREMENTS THAT COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS. THE FINANCIAL INSTITUTION ALSO SHALL GIVE IMMEDIATE NOTICE IF THE BANK, FOR ANY REASON, BECOMES

JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

OCT 17, 2005
OUR L/C NO.: P-217667

AMENDMENT NO.: 2

UNABLE TO FULFILL ITS OBLIGATION UNDER THE LETTER OF CREDIT.

WHENEVER THIS LETTER OF CREDIT IS DRAWN ON, UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON ITS PRESENTATION TO US WITHIN 30 DAYS AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT DIRECTLY INTO THE STANDBY TRUST FUND OF WARNER-LAMBERT COMPANY LLC IN ACCORDANCE WITH YOUR INSTRUCTIONS.

EACH DRAFT MUST BEAR ON ITS FACE THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. P-217667 DATED SEPTEMBER 28, 2001 AND THE TOTAL OF THIS DRAFT AND ALL OTHER DRAFTS PREVIOUSLY DRAWN UNDER THIS LETTER OF CREDIT DOES NOT EXCEED \$6,000,000.00"

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO 500.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

~~CANCELLED~~

Henry Avelino 10/23/2005

AUTHORIZED SIGNATURE

HENRY AVELINO
ASSISTANT VICE PRESIDENT

STANDBY TRUST AGREEMENT

TRUST AGREEMENT, the Agreement entered into as of October 27, 2005, by and between Warner-Lambert Company LLC, a Delaware corporation, herein referred to as the "Grantor," and JPMorgan Chase Manhattan Bank N.A., 4 New York Plaza, 21st Floor, New York, NY 10004, the "Trustee."

WHEREAS, the U.S. Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter 1, of the Code of Federal Regulations, Part 30. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a materials license issued pursuant to 10 CFR Part 30 provide assurance that funds will be available when needed for required decommissioning activities.

WHEREAS, the Grantor has elected to use a letter of credit to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a letter of credit, this standby trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the trustee who enters into this Agreement and any successor trustee.

Section 2. Costs of Decommissioning. This Agreement pertains to the costs of decommissioning the materials and activities identified in License Number 21-01443-06 issued pursuant to 10 CFR Part 30, as shown in Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund (the Fund) for the benefit of the NRC. The Grantor and the Trustee intend that no third party shall have access to the Fund except as provided herein.

Section 4. Payments Constituting the Fund. Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee are referred to as the "Fund," together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount of, or adequacy of the Fund,

nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the NRC.

Section 5. Payment for Required Activities Specified in the Plan. The Trustee shall make payments from the Fund to the Grantor upon presentation to the Trustee of the following:

- (a) A certificate duly executed by the Secretary of the Grantor attesting to the occurrence of the events, and in the form set forth in the attached Certificate of Events, and
- (b) A certificate attesting to the following conditions:
 - (1) that decommissioning is proceeding pursuant to an NRC-approved plan;
 - (2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan; and
 - (3) that the NRC has been given 30 days prior notice of Warner-Lambert Company LLC's intent to withdraw funds from the trust fund.

No withdrawal from the Fund for a particular license can exceed 10 percent of the remaining funds available for that license unless NRC written approval is attached.

In addition, the Trustee shall make payments from the Fund as the NRC shall direct, in writing, to provide for the payment of the costs of required activities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the NRC from the Fund for expenditures for required activities in such amounts as the NRC shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the NRC specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge its duties with respect to the Fund solely in the interest of the beneficiary and with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80a-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal government, and in obligations of the Federal government such as GNMA, FNMA, and FHLM bonds and certificates or State and Municipal bonds rated BBB or higher by Standard & Poor's or Baa or higher by Moody's Investment Services; and

- (c) For a reasonable time, not to exceed 60 days, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution, without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.), including one that may be created, managed, underwritten, or to which investment advice is rendered, or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary to allow duly authorized withdrawals at the joint request of the Grantor and the NRC or to reinvest in securities at the direction of the Grantor;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name, or in the name of a nominee, and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, to reinvest interest payments and funds from matured and redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee or such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into this standby trust fund, the Trustee shall annually, at least 30 days before the anniversary date of receipt of payment into the standby trust fund, furnish to the Grantor and to the NRC a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the NRC shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor. (See Schedule C.)

Section 13. Successor Trustee. Upon 90 days notice to the NRC and the Grantor, the Trustee may resign; upon 90 days notice to NRC and the Trustee, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee, the successor accepts the appointment, the successor is ready to assume its duties as trustee, and NRC has agreed, in writing, that the successor is an appropriate State or Federal government agency or an entity that has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or State agency. The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. When the resignation or replacement is effective, the Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee shall specify the date on which it assumes administration of the trust, in a writing sent to the Grantor, the NRC, and the present Trustee, by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are signatories to this Agreement or such other designees as the Grantor may designate in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. If the NRC issues orders, requests, or instructions to the Trustee these shall be in writing, signed by the NRC or its designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee

shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the NRC hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the NRC, except as provided for herein.

Section 15. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC if the Grantor ceases to exist. All amendments shall meet the relevant regulatory requirements of the NRC.

Section 16. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 15, this trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC if the Grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor or its successor.

Section 17. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this trust, or in carrying out any directions by the Grantor or the NRC issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the trust fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

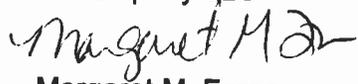
Section 18. This Agreement shall be administered, construed, and enforced according to the laws of State of New York.

Section 19. Interpretation and Severability. As used in this Agreement, words in the singular include plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of this Agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

~~CANCELLED~~
Patricia J. Fiedor 10/23/2019

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers duly authorized and the incorporate seals to be hereunto affixed and attested as of the date first written above.

Warner-Lambert Company LLC

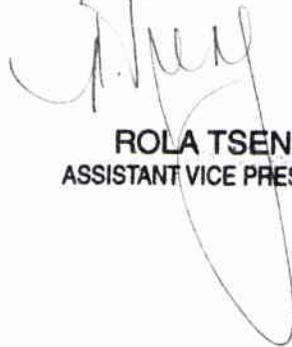
BY: 
NAME: Margaret M. Foran

TITLE:  Vice President and Secretary

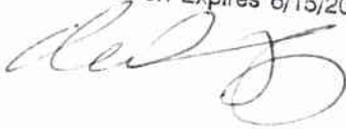
ATTEST: 
FRANCES DORRIS


SAINT JOHN'S UNIVERSITY
VICE PRESIDENT

JPMorgan Chase Manhattan Bank, N.A.

BY: 
NAME: ROLA TSENG
TITLE: ASSISTANT VICE PRESIDENT

ATTEST: MICHAEL JOHN KUZMICZ
Notary Public, State of New York
No. 02KU4997809
Qualified in Queens County
Commission Expires 6/15/20 06



~~CANCELLED~~

~~ 10/23/2009~~

Schedule A

This Agreement demonstrates financial assurance for the following cost estimates or certification amounts for the following licensed activities:

<u>U.S. NUCLEAR REGULATORY COMMISSION LICENSE NUMBER(S)</u>	<u>NAME AND ADDRESS OF LICENSEE</u>	<u>ADDRESS OF LICENSED ACTIVITY</u>	<u>COST ESTIMATES FOR REGULATORY ASSURANCES DEMONSTRATED BY THIS AGREEMENT</u>
21-01443-06	Warner-Lambert Company LLC 2800 Plymouth Road Ann Arbor, MI 48106-1047	(Same)	\$6,000,000

The cost estimates listed here were last adjusted and approved by the NRC on July 29, 1992.

~~CANCELLED~~
Leticia J. Adams 11/23/2007

Schedule B

DOLLAR AMOUNT: None

AS EVIDENCED BY: N/A

CANCELLED

Antonia J. Silva 10/23/2009

Schedule C

Trustee's fees shall be \$5,000 per annum without pro-ration for partial years.

CANCELLED
James J. Fene 10/23/2009

SPECIMEN CERTIFICATE OF EVENTS

JPMorgan Chase Bank, N.A.
4 New York Plaza, 21st Floor
New York, N.Y. 10004
Attn: Simone Lyken

Attention: Trust Division

Gentlemen:

In accordance with the terms of the Agreement with you dated _____, I, Margaret M. Foran Secretary of Warner-Lambert Company LLC, hereby certify that the following events have occurred:

1. Warner-Lambert Company LLC is required to commence the decommissioning of its facility located at 2800 Plymouth Road in Ann Arbor, Michigan (hereinafter called the decommissioning).
2. The plans and procedures for the commencement and conduct of the decommissioning have been approved by the United States Nuclear Regulatory Commission, or its successor, on (copy of approval attached).
3. The Board of Managers of Warner-Lambert Company LLC has adopted the attached resolution authorizing the commencement of the decommissioning.

Secretary of Warner-Lambert Company LLC

Date

CANCELLED
Patricia J. Foran 10/23/2009

CERTIFICATE OF RESOLUTION

I, Margaret M. Foran, do hereby certify that I am Secretary of Warner-Lambert Company LLC, a Delaware limited liability company, and that the resolution listed below was duly adopted at a meeting of this Company's Board of Managers on October 27, 2005.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of this Company this 27th day of October, 2005


Secretary

RESOLVED, that this Board of Managers hereby authorizes the President, or such other employee of the Company as he may designate, to commence decommissioning activities at Warner-Lambert Company LLC's Ann Arbor, Michigan facility in accordance with the terms and conditions described to this Board of Managers at this meeting and with such other terms and conditions as the President shall approve with and upon the advice of Counsel.

~~CANCELLED~~

~~Patricia J. Adams 10/23/2009~~

LETTER OF ACKNOWLEDGMENT

STATE OF New York

To Wit: _____

CITY OF New York

On this 16th day of November before me, a notary public in and for the city and State aforesaid, personally appeared Hela Tseng, and she/he did depose and say that she/he is the [insert title] of Asst. Vice President [if applicable, insert ", national banking association" or ", State banking association"], Trustee, which executed the above instrument; that she/he knows the seal of said association; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the association; and that she/he signed her/his name thereto by like order.

[Signature]
[Signature of notary public]

My Commission Expires: 6/15/06
[Date]

MICHAEL JOHN KUZMIOZ
Notary Public, State of New York
No. 02KU4897809
Qualified in Queens County
Commission Expires 6/15/20 06

CANCELLED
Leticia J. Adre 10/23/2009