

## STANDBY TRUST AGREEMENT

Trust Agreement (the "Agreement"), entered into as of the 28<sup>th</sup> day of July, 1995 by and between WYETH LABORATORIES, INC., a New York Corporation (herein referred to as the "Grantor") and CoreStates Bank, N.A. (the "Trustee").

WHEREAS, the U.S. Nuclear Regulatory Commission (the "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 I of the Code of Federal Regulations, Parts 30, 40, 70 or 72. These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a Part 30, 40, 70 or 72 license provide assurance that funds will be available when needed for required decommissioning activities; and

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

WHEREAS, when payment is made under the surety bond, 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;

Information in this record was deleted  
in accordance with the Freedom of Information  
Act, exemptions 4  
FOIA- 2002-0034

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

**NONNEGOTIABLE**

C/7

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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 the 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 37-00401-03 issued pursuant to 10 CFR Part 30, 40, 70 or 72 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 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 unfunded, since the financial assurance is to be provided through the surety bond from the parent corporation. Any property subsequently transferred to the Trustee is 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 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. Payments 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 an authorized officer of the Grantor attesting to the occurrence of the events, and in the form, set forth in the attached Specimen Certificate, 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 the Grantor's intention to withdraw funds from the Fund.

No withdrawal from the Fund shall exceed ten percent (10%) of the outstanding balance of the Fund or \$75,000, whichever is greater, unless NRC approval is attached.

In the event of the Grantor's default or inability to direct decommissioning activities, 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 the 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
- (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 or an affiliate in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trust 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 which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee or an affiliate. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions 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 for prudent management of the Fund.
- (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 of such depository with other securities deposited therein by another person or to deposit or arrange for the deposit of any securities issued by the United States 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 prior to 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 prior to such anniversary date. The failure of the Grantor to object in writing to the Trustee with 90 calendar days after the statement has been furnished to the Grantor and the NRC shall constitute an conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to 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 of any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

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

Section 13. Successor Trustee. Upon 90 days' notice to the NRC, the Trustee may resign; and upon 90 days' notice to the Trustee and the NRC, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, 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 calendar

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, and instructions to the Trustee, these shall be in writing, signed by the NRC or its designee 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 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.

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 of 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 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 Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of New Jersey.

Section 19. Interpretation and Severability. As used in this Agreement, words in the singular include the 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 declared invalid, it shall not affect the remaining provisions which shall remain valid and enforceable.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers, duly authorized, and their corporate seals to be hereunto affixed and attested, as of the date first above written.

WYETH LABORATORIES, INC.

By:

Title: President

ATTEST:

[Title/Seal]

Asst. Secretary

ATTEST:

[Title/Seal]

SR. CORPORATE TRUST OFFICER

CORESTATES BANK, N.A.

By:

Title:

VP

## ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA :

SS

COUNTY OF DELAWARE :

On the 11th day of July, 1995, before me, a notary public in and for the county and state aforesaid, personally appeared Robert Essner and he did depose and say that he is the President of Wyeth Laboratories Inc., Grantor which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the corporation; and that he signed his name thereto by like order.

Patricia A. Schaffer

[Signature of Notary Public]

My Commission Expires: APRIL 11, 1996

NOTARIAL SEAL  
PATRICIA A. SCHAFFER, Notary Public  
Radnor Twp., Delaware County  
My Commission Expires April 11, 1996

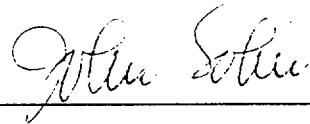
ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA :

SS

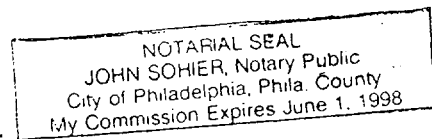
COUNTY OF PHILADELPHIA :

On the <sup>28<sup>TH</sup></sup> day of July, 1995, before me, a notary public in and for the county and state aforesaid, personally appeared MARY MCCracken and he/she did depose and say that he/she is the ASST. VICE PRESIDENT of CoreStates Bank, N.A., a national banking association, Trustee which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the corporation; and that he/she signed his/her name thereto by like order.



[Signature of Notary Public]

My Commission Expires: \_\_\_\_\_



## SCHEDULE A

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

United States Nuclear Regulatory Commission (NRC) License Number 37-00401-03.

### NAME AND ADDRESS OF LICENSEE:

Wyeth Laboratories, Inc.  
CN 8000  
Princeton, NJ 08543-8000

Attn: Dr. Eric Muth

### MAILING ADDRESS FOR NRC COMMUNICATIONS TO:

Wyeth-Ayerst Research  
CN8000  
Princeton, NJ 08543-8000


Attn: Ms. Sheila Gosselin

### ADDRESS WHERE LICENSED MATERIALS WILL BE USED OR POSSESSED:

As described in the most recent NRC License Renewal dated 11/01/94:

Wyeth Laboratories, Inc.  
145 King of Prussia Rd.  
Radnor, PA 19087

### COST ESTIMATES FOR WHICH FINANCIAL ASSURANCE IS BEING DEMONSTRATED BY THIS AGREEMENT:

 Ex. 4

(The cost estimates listed here are based on NRC regulations contained in Paragraph 30.35 of Title 10 of the Code of Federal Regulations).

SCHEDULE B

Specimen Certificate

Corestates Bank, N.A.  
Institutional Trust  
530 Walnut Street  
P O Box 7907  
Philadelphia, Pa. 19101-7907

Attention: Corporate Trust Administration

Gentlemen:

In accordance with the terms of the Standby Trust Agreement with you dated \_\_\_\_\_, I \_\_\_\_\_ of Wyeth-Laboratories Inc., do hereby certify that the following events have occurred:

1. Wyeth Laboratories Inc. is required to commence the decommissioning of its facility located at [insert location of facility] (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 Directors of Wyeth Laboratories Inc. has adopted the attached resolution authorizing the commencement of the decommissioning.

\_\_\_\_\_  
\_\_\_\_\_ of Wyeth Laboratories Inc.,

\_\_\_\_\_  
Date

SCHEDULE C

Standby Trustee Fee Schedule

Until Standby Trust Agreement is Activated

Initial Acceptance Fee(one-time)

Annual Administration Fee

EX. 4

The initial and first year's annual fee are payable upon execution of the Standby Trust Agreement.

Should activation of the Trust take place, customer agrees to pay the prevailing administrative fees, based on the Trustee's standard fee schedule at that time, for the Trustee's activities in administering the withdrawal of funds from the Trust.

**Federal Insurance Company**

**Payment Surety Bond**

**Date bond Executed:** June 26, 1995  
**Effective date:** June 26, 1995  
**Principal:** Wyeth Laboratories Inc.  
**Type of organization:** Corporation  
**State of Incorporation:** Delaware  
**NRC License number:** 37-00401-03

**Surety:** Federal Insurance Company  
15 Mountain View Road  
Warren, NJ 07061

**Type of organization:** Corporation

Surety's qualification in jurisdiction where licensed facility(ies) is (are located): See  
Certification on Power of Attorney

**Surety's bond number:** [REDACTED] EX. 4

**Total penal sum of bond:** [REDACTED] EX. 4

**Know all persons by these presents,** That we, the Principal and surety(ies) hereto, are firmly bound to the U.S. Nuclear Regulatory Commission (hereinafter called NRC), in the above penal sum for the payment of which we bind ourselves, our heirs, executors administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally: only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety; but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

**NONNEGOTIABLE**



EX. 4

**WHEREAS**, the U.S. Nuclear Regulatory Commission, 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 I of the Code of Federal Regulations, "Part 30", applicable to the Principal, which require that a license holder or an applicant for a facility license provide financial assurance that funds will be available when needed for facility decommissioning:

**NOW, THEREFORE**, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of decommissioning of each facility identified above, fund the standby trust fund in the amount (s) identified above for the facility:

Or, if the Principal shall fund the standby trust fund in such amount (s) after an order to begin facility decommissioning is issued by the NRC or a U.S. district court or other court of competent jurisdiction;

Or, if the Principal shall provide alternative financial assurance and obtain the written approval of the NRC of such assurance, within 30 days after the date a notice of cancellation from the Surety (ies) is received by both the Principal and the NRC, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety (ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the NRC that the Principal has failed to perform as guaranteed by this bond, the Surety (ies) shall place funds in the amount guaranteed for the facility (ies) into the standby trust fund.

The liability of the Surety (ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety (ies) hereunder exceed the amount of said penal sum.

The Surety (ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the NRC provided, however, that cancellation shall not occur during the 90 days beginning on the date of receipt of the notice of cancellation by both the Principal and the NRC, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the NRC and to Surety(ies) 90 days prior to the proposed date of termination, provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond from the NRC

Payment Surety Bond  
page 3

[REDACTED] EX. 4

The Principal and Surety hereby agree to adjust, to the extent necessary, the penal sum of the bond yearly so that it guarantees a new amount, provided that the penal sum does not increase by more than 20 percent in any one year, and that no decrease in the penal sum takes place without the written permission of the NRC.

If any part of this agreement is invalid, it shall not affect the remaining provisions which will remain valid and enforceable.

In Witness Whereof, the Principal and Surety(ies) have executed this financial guarantee bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies)

Wyeth Laboratories Inc.

BY: Charles N. Ross  
Name CHARLES N ROSS  
Title Asst. Secretary

Federal Insurance Company  
15 Mountain View Road  
Warren, NJ 07061

State of Incorporation: Indiana  
Liability Limit: [REDACTED] EX. 4

BY: Ana W. Oliveras  
Name: Ana W. Oliveras  
Title: Attorney-in-Fact

Bond Premium: [REDACTED] EX. 4

COUNTERSIGNED BY:

Christine A. Hartung  
Christine A. Hartung  
Pennsylvania Resident Agent

**POWER OF ATTORNEY**  
**FEDERAL INSURANCE COMPANY**  
ATTN: SURETY DEPARTMENT  
15 Mountain View Road, Warren, NJ 07059  
Telephone: (908) 903-2000  
Fax No.: (908) 903-3656

Know all Men by these Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint Vincent Moy, Catherine Rosano, Ana W. Oliveras, William J. Paterno and Theresa Giraldo of New York, New York -----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Bail Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument Bonds; Lease Bonds, Workers' Compensation Bonds, Miscellaneous Surety Bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 3rd

day of May 19 95.

Corporate Seal



Kenneth C. Wendel

Assistant Secretary

**FEDERAL INSURANCE COMPANY**  
BY

Gerardo G. Mauriz  
Vice President

**STATE OF NEW JERSEY** } ss.  
County of Somerset

On this 3rd day of May 19 95, before me personally came Kenneth C. Wendel to me known and by me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with Gerardo G. Mauriz and knows him to be the Vice President of said Company, and that the signature of said Gerardo G. Mauriz subscribed to said Power of Attorney is in the genuine handwriting of said Gerardo G. Mauriz and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Acknowledged and Sworn to before me  
on the date above written.

Notary Public

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE WRITE TO US AT THE ADDRESS LISTED ABOVE.**

State of NEW YORK

County of NEW YORK

On this 26th day of June, 19 95 before me personally came Ana W. Oliveras who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of the **FEDERAL INSURANCE COMPANY**, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said Instrument as an Attorney-In-Fact of said Company by like authority.

THERESA RODRIGUEZ  
NOTARY PUBLIC, State of New York  
No. 01RO5023501  
Qualified in Kings County  
Commission Expires Feb. 7, 19 96

Acknowledged and Sworn to before me  
on the date above written

  
Notary Public Signature

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 1993

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash.....	EX. 4	Outstanding Losses and Loss Expenses.....
United States Treasury Bonds.....		Unearned Premiums.....
United States Government and Federal Agency Guaranteed Bonds.....		Provision for Reinsurance.....
State and Municipal Bonds.....		Loss Portfolio Transfer.....
Other Bonds.....		Other Liabilities.....
Stocks.....		TOTAL LIABILITIES.....
Short Term Investments.....		
Other Invested Assets.....		
TOTAL INVESTMENTS.....		
Investments in Affiliates:	EX. 4	Capital Stock.....
Vigilant Insurance Company.....		Paid-In Surplus.....
Great Northern Insurance Company.....		Unassigned Funds.....
Pacific Indemnity Company.....		Unrealized Appreciation of Investments.....
Bellemead Development Corporation.....		SURPLUS TO POLICYHOLDERS.....
CC Canada Holdings Ltd. ....		
Other Affiliates.....		TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....
Net Premiums Receivable.....		
Other Assets.....		
TOTAL ADMITTED ASSETS.....		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
Investments valued at \$16,745 are deposited with government authorities as required by law.

State, County & City of New York, - ss:

Richard Hight, Assistant Secretary of the Federal Insurance Company being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 1993 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 1993.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

*Allen A. Brown*  
Notary Public

*Richard Hight*  
Assistant Secretary  
EILEEN L. BROWN  
Notary Public, State of New York  
NO. 31-68223  
Qualified in New York County  
Commission Expires December 31, 1994

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA :

SS

COUNTY OF DELAWARE :

On the *25<sup>th</sup>* day of *July*, 1995, before me, a notary public in and for the county and state aforesaid, personally appeared Charles N. Ross and he did depose and say that he is the Assistant Secretary of Wyeth Laboratories Inc., Grantor which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the corporation; and that he signed his name thereto by like order.

*Janet A. Ross*

[Signature of Notary Public]

My Commission Expires: \_\_\_\_\_

NOTARIAL SEAL  
JANET A. ROSS, Notary Public  
Radnor Twp., Delaware County  
My Commission Expires June 26, 1999