Your Retirement Plan Benefits

This Summary Plan Description (SPD) describes the Merck & Co., Inc. Retirement Plan for Hourly Employees (sometimes referred to as the “Retirement Plan” or the “Pension Plan”). It applies only to:

MERCK EMPLOYEES REPRESENTED BY: The Paper, Allied-Industrial, Chemical and Energy Workers (commonly known as PACE) and its Locals 2-575 and 2-580, and the International Chemical Workers Union Council of the United Food and Commercial Workers Union and its Locals 94C and 609-C, and the Union of Needletrades, Industrial and Textile Employees and its Local 1398 (collectively compromise the “IUC employees”).

Retirees (other than those with a retirement date after January 1, 2001 but on or before January 1, 2003) who were IUC employees immediately prior to the date their employment with Merck ended.

This SPD does not apply to any employee or former employee of Merck (or its subsidiaries or joint ventures) other than those identified above.

Merck reserves the right to amend the Retirement Plan in whole or in part or completely discontinue the Plan at any time, except as otherwise provided pursuant to any applicable collective bargaining agreement.

This SPD replaces the Summary Plan Description entitled “The Merck Benefits Book Your Retirement Plan Benefits/IUC” previously provided to you and all applicable summaries of material modifications dated before June 1, 2005. This SPD reflects the provisions of the Plan in effect as of June 1, 2005.

Terms that are frequently used in this SPD are defined in the Glossary.
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About Your Retirement Benefits

This About Your Retirement Benefits section provides you with important information about eligibility and enrollment and other administrative details. The following section, The Retirement Plan, provides more detail about the amount of benefits under the Retirement Plan, and when and how benefits are paid.

Overview

The Retirement Plan offers benefits to eligible employees represented by the Inter-Union Council (IUC). The Retirement Plan is designed to help eligible employees invest in the future and prepare for retirement income needs. Through the Retirement Plan, you receive pension benefits when you retire. Payment(s) is based on:

- Your compensation;
- Your years of Plan membership;
- A benefit rate;
- A minimum benefit amount; and
- Your age when you retire.

The Retirement Plan allows you to select among available payment methods to choose the one you want.

Eligibility

You will participate in the Retirement Plan if you are an eligible employee.

For Employees

The chart on the following page describes when eligibility to participate in the Retirement Plan begins, based on your employment status.
### Eligibility and Participation Chart

<table>
<thead>
<tr>
<th>Employee Status</th>
<th>On Your Date of Hire</th>
<th>On January 1 or July 1 Coinciding with or Following Your Date of Hire</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Employee</td>
<td>No participation.</td>
<td>You are automatically enrolled for participation on the January 1 or July 1 coinciding with or next following your date of hire.</td>
<td>There is no cost to you.</td>
</tr>
<tr>
<td>Rehired Employee</td>
<td>If you previously participated in the Retirement Plan, you are automatically re-enrolled for participation on the first of the month coincident with or next following your date of re-employment.</td>
<td>If you did not previously participate in the Retirement Plan, you are automatically enrolled for participation on the January 1 or July 1 coinciding with or next following your date of re-employment.</td>
<td>There is no cost to you.</td>
</tr>
<tr>
<td>Transferred Employee</td>
<td>If you previously participated in the Retirement Plan, you are automatically re-enrolled for participation on your date of transfer.</td>
<td>If you did not previously participate in the Retirement Plan, you are automatically enrolled for participation on the January 1 or July 1 coinciding with or next following your date of transfer.</td>
<td>There is no cost to you.</td>
</tr>
</tbody>
</table>

1. If you are hired by January 5th or July 5th, for Retirement Plan purposes only, participation will be deemed to have occurred beginning on the prior January 1st or July 1st, respectively.
2. If you leave the Company and are rehired, you are eligible to participate in the Retirement Plan. For more information about participation and vesting service for rehired employees, see If You Are Rehired.
3. For example, if you begin working for the Company on December 3, your participation in the Retirement Plan automatically begins as of the following January 1. If you begin working for the Company on April 3, your participation automatically begins as of the following July 1.
4. If you are not an eligible employee when you are first hired, but you become eligible for the Retirement Plan at a later date (for example, you have a change in your job classification from a salaried employee to an hourly paid employee after becoming a Salaried Plan participant) or you were participating in another Company-sponsored retirement plan before you became an eligible employee under the Retirement Plan, your participation in the Retirement Plan begins immediately.
5. Eligible Employees hired prior to January 1, 1976 became eligible for participation on the January 1st coincident with or next following date of hire.

Leased employees (that is, generally employees who work for another company, such as an employment or payroll service company, that provides services to a Company), do not participate in the Retirement Plan. For leased employees who provide services on a substantially full-time basis to a Company for at least one year and who later become employees of a Company, service as a leased employee (that is, service after the first full year or substantially full-time service) does count for purposes of vesting to the extent required by law, but does not count towards credited service of your benefit accrual or eligibility for post-retirement medical/dental benefits.
Enrollment
Eligible employees are automatically covered and do not need to enroll for participation.

Paying For Benefits
The Company funds the trust that provides benefits under the Retirement Plan. Participant contributions are not allowed.

Taxation of Benefits
You do not pay federal income taxes on your Retirement Plan benefits until you receive one or more distributions from the Retirement Plan.

When Received, distributions are taxed according to federal, state and local law as then in effect. These laws are extremely complicated and in 2005 depend upon a number of factors, including but not limited to the participant’s age, timing and circumstances of employment termination, form of benefit, relationship to the participant in the case of distributions to a beneficiary, and even distributions received from other qualified plans. The laws have been revised numerous times over the past several years and are subject to change in the future. So, you will receive the tax information as required by the Internal Revenue Service in connection with your receipt of a distribution from the Retirement Plan. At that time, you should carefully consider seeking professional financial and tax guidance before you decide when and how to take your distribution.

When Participation Begins
If you are eligible for participation under the Retirement Plan, the date your participation begins is based on your employment status. See the chart under Eligibility for a description of when participation begins.

When Life Changes
When life changes occur (e.g., if you are rehired, become disabled or die), your benefits may be affected.

Changing Coverage During the Year
You will accrue credited service in the Retirement Plan from the date you begin participating in the Retirement Plan (January 1 or July 1) until you are no longer eligible to participate (see When Participation Ends). Permitted plan changes do not apply to the Retirement Plan.

If You Are Rehired
If you leave the Company and have prior participation in the retirement plan, and you are rehired, you automatically begin participation in the Retirement Plan on the first of the month coincident with or next following your date of rehire. If you were vested at the time you left the Company, you will automatically be vested in any additional benefits you earn after you return to work. If you were not vested before you left, and your termination occurred on or after January 1, 1976, and you were subsequently rehired, you will receive vesting and credited service for that prior period and for your subsequent service. However, a participant whose employment began before January 1, 1973, and who terminated employment before that date when not vested does not receive credit for the prior service for vesting purposes if he/she is rehired after December 31, 1972.

If you are receiving monthly pension benefits under the Retirement Plan and you are rehired as an eligible employee at a later date and you work at least eight days per month, your pension payments will be suspended and your participation in the Retirement Plan resumes (you will receive a suspension of benefits notice) and you will accrue pension benefits based on your earnings and service after reemployment. When you subsequently retire, your pension benefit will be calculated under the pension formula then in effect, using your pay and credited service as of your later retirement date. Your pension benefit, however, will be reduced by the actuarial equivalent of the
pension benefit you had received prior to your rehire and prior to age 65. In no event will the pension amount payable upon subsequent retirement be less than the amount at your initial retirement. Because actuarial equivalents are used for benefits that may have included early retirement subsidies, it is possible that former retirees will not earn any additional pension benefits even though they earn additional credited service after being rehired. The income option you elected prior to your initial retirement may not be changed as a result of subsequent re-employment. However, you may elect a different option applicable to your re-employment period. The Qualified Pre-Retirement Spouse’s Benefit is applicable to re-employed retirees only for the period of re-employment.

If you continue to work past your normal retirement age, payment of your pension will be suspended until your retirement (you will receive a suspension of benefits notice). In that case, you continue to accrue pension benefits as any other plan participant.

If You Retire
See When You Retire from Active Employment.

If You Take a Leave of Absence
If you take an approved unpaid leave of absence, you will continue to earn vesting and credited service until your employment terminates. For purposes of the “Career Average Formula” no compensation is included for these periods so there may be no additional accrued benefit for unpaid leave of absences.

Effective January 1, 1997, and thereafter, compensation also will include imputed compensation for each period of unpaid leave of absence in excess of two months for military service, based on the affected employee’s base rate at the time each military leave began.

If You Become Disabled
If you become disabled and are—or become an LTD employee, you will continue to earn vesting and credited service (for calculation of the minimum benefit formula) under the Retirement Plan while your employment continues as with any other employee on an approved leave of absence. When your employment terminates, you will receive your pension benefits as described in When You Retire from Active Employment or If You Leave Before Retirement sections, as appropriate, unless you qualify for a disability retirement, as described below.

Disability Retirement
The Retirement Plan also provides that if you are totally and permanently disabled and can prove your disability to the Hourly Pension Committee, you may qualify for a disability retirement. A disability retirement is available regardless of your age or length of service at the time your disability begins. For purposes of a disability retirement, you must prove by objective evidence that, as a result of a physical or mental condition, you are permanently incapable of performing any substantial gainful employment. You must establish these facts by competent medical proof satisfactory to the Committee. In determining if you are disabled, the Committee will consider all evidence it considers relevant. The Committee generally will not necessarily consider evidence from your own treating physician to be more probative than any other evidence it considers.

If you are approved for a disability retirement, you will receive an unreduced accrued benefit based on your credited service until your disability retirement date, which may be any day of the month. This means there will be no reduction for the years benefits begin prior to age 65. However, any retirement benefit payments may be used as an offset to any LTD benefits that you might be receiving, as provided by the LTD Plan (See the LTD Plan SPD). Your employment will end as of the day before your disability retirement date. Once you reach age 65, if your disability benefits under the LTD Plan have run out, you will be covered under the automatic forms of payment provisions of the Retirement Plan unless you elect one of the optional forms of payment described in Payment Choices.
About Your Retirement Benefits

Key Point

Your spouse may receive benefits if you die:

- While still employed by Merck;
- After you leave Merck with a vested benefit if you die before your benefit begins and you did not waive this coverage; or
- After your pension begins if you selected a payment option with a death benefit of continuing income.

Applying For Disability Retirement

To apply for disability retirement, contact Merck’s Benefit Services department (see Contact Information) or the Merck HR Service Center (see Contact Information) during normal business hours to request information, instructions and forms for disability retirement.

The completed retirement application (including all required consents) must be received while you (employee) are alive on the retirement date you request and when the application is received by the Company. The application is considered received by the Company as of the date and time shown with respect to the four methods below:

- Via hand delivery, when in the hands of any Benefit Services person or any Human Resource person designated to accept disability retirement applications.
- Via U.S. Postal Service to the following address—as of the date of the postmark:
  Manager, HR Services, CR-BS
  Merck & Co., Inc.
  200 Corporate Drive
  Lebanon, NJ 08833
- Via guaranteed overnight delivery service (e.g., Federal Express) as of the day delivered to the service.
- Via fax to Manager, HR Services at 908-236-1707 or 908-236-1754 or Secretary of the Pension Committee at 908-534-3026 if above fax numbers are unavailable.

If You Die

If You Die While You’re Employed By The Company

If you die while you are still employed by Merck and after you have a vested right to a retirement benefit, the Retirement Plan provides a death benefit for your spouse or estate (if you are not married at the time of your death). A benefit is paid regardless of your age or length of service at the time you die and the Retirement Plan subsidizes the full cost of providing this death benefit protection. The benefit amount is based on the early retirement benefit you would have received assuming you were eligible to retire the day before your death. The benefit to your spouse or estate (if you are not married at the time of your death) is then figured as if you had elected a Life Income for You, Then 50% to Your Spouse benefit option. See Life Income for You, Then 50% to Your Spouse). The 3% per year reduction for every year between your age at death (or date payments commence, if later) and age 62 (see Payment Choices) is used in this situation, if applicable, and then 50% of the resulting amount is payable to your spouse or estate. You may not designate another beneficiary to receive this death benefit.

If you are married at the time of your death, your spouse receives the death benefit. Your spouse can receive payments right away, or elect to postpone payments to a later date but not beyond the time you would have attained age 65. Your spouse can elect to receive a single life annuity for the remainder of his/her life or a single lump-sum payment. However, if the lump-sum value of your spouse’s benefit is $3,500 or less, your spouse automatically will receive a lump-sum.

If you are single at the time of your death, an equivalent lump-sum payment is made to your estate. The benefit amount is figured as above as though you had a surviving spouse the same age as you, and you had been an early retiree the day before your death. The single payment value of the resulting survivor’s pension is then paid to your estate. Once a lump-sum payment has been paid on your behalf, no further Retirement Plan benefits are payable to your estate.
If You Die After You Leave the Company

If you have a vested right to a benefit, terminate employment with the Company and die before payments have commenced, and are married at the time of your death, your spouse may be entitled to a spouse’s annuity, referred to as a qualified pre-retirement survivor’s annuity (QPSA). Your spouse can receive payments as soon as the first day of the month after he or she applies, or can wait for a later date, but not beyond the time you would have attained age 65. You may not designate another beneficiary to receive this death benefit. The amount of the benefit is calculated as if your accrued benefit were payable as a Life Income for You, Then 50% to Your Spouse benefit option (see Payment Choices) on the day before your spouse elects to begin receiving benefits. The amount of your accrued benefit is reduced actuarially (see If You Leave Before Retirement) for commencement prior to the time you would have reached age 65 if you had survived. The Plan charges for this benefit by reducing the accrued benefit of participants who do not die before they elect to begin receiving benefits. This benefit generally is payable only in the form of a single life annuity to your spouse (unless the lump-sum amount is $3,500 or less, in which case the amount is payable only as a lump-sum).

The amount of the reduction is determined as follows:

<table>
<thead>
<tr>
<th>Nearest Age When QPSA Coverage Becomes Effective…</th>
<th>Percentage Reduction in Benefit for Each Year Between Effective Date of Spouse’s Coverage and Date Payments Begin…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 30</td>
<td>0.20%</td>
</tr>
<tr>
<td>Age 30—39</td>
<td>0.25%</td>
</tr>
<tr>
<td>Age 40—49</td>
<td>0.35%</td>
</tr>
<tr>
<td>Age 50—59</td>
<td>0.75%</td>
</tr>
<tr>
<td>Age 60—65</td>
<td>1.00%</td>
</tr>
</tbody>
</table>

If this reduction applies to you, you will be given a chance to waive the coverage, but your spouse must consent in writing to your waiver. If you waive the coverage and survive to the time you want to start receiving benefits from the Retirement Plan, the reduction described above will not apply to your benefit. But, if you waive the coverage and die before you have elected to receive your benefits from the Retirement Plan, your spouse will not receive any benefit. You will receive additional details concerning the QPSA, and be given the opportunity to waive it, before the charge will be imposed.

If you do not have a vested right to a benefit, terminate employment with the Company and die, no benefit is payable from the Retirement Plan.

If you have prior contributions (see If You Contributed to the Retirement Plan in the Past) in the Retirement Plan at the time of your death, your beneficiary is entitled to any balance due you from those contributions. That balance is figured by deducting any benefit payments made to you before your death from the value of your contributions plus interest.

You can name anyone you want as beneficiary for your prior contribution account. However, if you are married and you name someone other than your spouse as beneficiary, you will need your spouse’s written and notarized consent. If you are not married and have no contributions left in the Retirement Plan, no benefit is payable if you die before you elect to receive your benefit.

When Participation Ends

Once you enter the Retirement Plan, you will always be considered to be a participant (unless your employment terminates prior to vesting in the Plan). However, you will stop accruing credited service when:

- You terminate employment;
- You are no longer eligible to participate (see Eligibility); or
- You die.
ERISA

As a participant in the Retirement 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 Retirement Plan, including insurance contracts and collective bargaining agreements, 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 documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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 telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Retirement Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Retirement 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 employee benefit plan. The people who operate your 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. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension 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. See Filing a Claim and Appealing a Claim.

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 administrator.

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 order or medical child support order, you may file suit in federal court. If it should happen that the 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 the Retirement Plan, you should contact the Plan administrator. 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the:

Division of Technical Assistance and Inquiries
Pension and Welfare Benefits Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration. See Contact Information.

**Administrative Information**

This section contains information on the administration and funding for the Retirement Plan, as well as your rights as a Retirement Plan participant. While you may not need this information for day-to-day participation in the Retirement Plan, you should read through this section. It is important for you to understand your rights, the procedures you need to follow, and the appropriate contacts you may need in certain situations.

**Employer/Sponsor**

Merck sponsors the Retirement Plan. The employer identification number assigned to Merck by the IRS is #22-1109110. The address and phone number for Merck is as follows:

One Merck Drive
P.O. Box 100
Whitehouse Station, NJ 08889-0100
(908) 423-1000

**Plan Administrator/Claims Administrator**

The Plan administrator for the Retirement Plan is Merck. Administration of the Retirement Plan is the responsibility of the Plan administrator. The claims administrator determines eligibility for benefits under the Retirement Plan in accordance with the official Retirement Plan document(s). For claims administrator information see the Plan Funding and Administration chart.

Merck, as Plan administrator, has the exclusive discretionary authority to:
- Construe and interpret the provisions of the Retirement Plan;
- Make factual determinations;
- Decide all questions of eligibility for benefits;
- Determine the amount of such benefits;
- Resolve issues arising in the administration, interpretation, and/or application of the Retirement Plan;
- Correct any defects;
- Reconcile any inconsistencies; and
- Supply any omissions with respect to the Retirement Plan.

Its decisions on such matters are final and conclusive. Merck, as Plan administrator, has reserved the right to delegate all or any portion of its discretionary authority described in the preceding sentence to a representative (e.g., claims administrator) and such representative’s decisions on such matters are final and conclusive. Any interpretations or determinations made pursuant to such discretionary authority of the Plan administrator or its representative will be upheld in judicial review unless it is shown that the interpretation or determination was an abuse of discretion.
Contact the Plan administrator if you have any questions about the Retirement Plan other than routine questions or questions about the filing or status of claims under the Retirement Plan. For routine questions, call the Merck HR Service Center. See Contact Information.

For questions about the filing status of claims, contact the claims administrator at the address listed in Filing a Claim. The Plan administrator may be contacted through the Company’s HR Services Department as follows:

Merck HR Services
Plan Administrator—CR-HR
Merck & Co., Inc.
One Merck Drive
P.O. Box 100
Whitehouse Station, NJ 08889-0100

Agent for Services of Legal Process
If, for any reason, you want to seek legal action against the Retirement Plan, you can serve legal process on Merck & Co., Inc., by directing such service to Senior Director, HR Services at the following address:

Senior Director, HR Services CR-HR
Merck & Co., Inc.
One Merck Drive
P.O. Box 100
Whitehouse Station, NJ 08889-0100

Service of legal process may also be made upon Merck, the Plan administrator, or the Trustee.

Plan Funding and Administration
The Retirement Plan is funded and administered through various sources. The Retirement Plan is financed by contributions from the Company (and, prior to January 1, 1973 by participating employees). Contributions are held in a trust. The amount of the contributions are based upon actuarial valuation. The Trustee is:

State Street Bank and Trust Company
One International Place
Boston, MA 02110

Trust
In general, the benefits provided to participants in the Retirement Plan may be funded by contributions made by Merck (and/or certain affiliates of Merck) and/or the participants of one or more trusts. Merck is responsible for the funding policy of the trusts and for determining the amount of contributions. The trusts are intended to be tax-exempt under the Internal Revenue Code of 1986, as amended. The Company may fund additional benefits through the trust(s) at a later time. If a trust is terminated, the assets in the trust will be used to pay all existing liabilities. Any remaining assets may then be used to provide other benefits for employees in accordance with Internal Revenue Code guidelines.

Plan Funding and Administration Chart

<table>
<thead>
<tr>
<th>Formal Plan Name</th>
<th>Plan Number</th>
<th>Plan Type/ Benefits Type</th>
<th>Claims Administrator</th>
<th>Type of Administration</th>
<th>Insured or Self-insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retirement Plan for the Hourly Employees of Merck &amp; Co., Inc.</td>
<td>002</td>
<td>Pension; Defined Benefit</td>
<td>Director, Benefit Services</td>
<td>Trust Administration</td>
<td>N/A</td>
</tr>
</tbody>
</table>
The Company contributes the money necessary to fund your benefit under the Retirement Plan, and the Retirement Plan’s funds are maintained by a trustee. Some employee contributions are still invested in the trust from years before January 1, 1973 when the Retirement Plan was contributory.

If the Retirement Plan is discontinued, your benefit will be paid according to priorities set by federal law. That means the assets in the trust fund, after providing for the expenses of the Retirement Plan, must be used for benefits for Retirement Plan participants. The Company cannot recover any money unless all accrued benefits are paid. If all accrued benefits are paid, any excess assets in the trust fund will revert to the Company.

Benefits under this Retirement Plan are insured by the Pension Benefit Guaranty Corporation (PBGC). Generally, if the Retirement Plan terminates, the PBGC guarantees most vested normal retirement age benefits, early retirement benefits, and certain disability and survivor’s pensions. However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminated, or if benefits have been increased within the five years before plan termination, the whole amount of the plan’s vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask the Plan administrator or the PBGC. Inquiries to the PBGC should be addressed to:

Pension Benefit Guaranty Corporation  
Technical Assistance Division  
1200 K Street, N.W.  
Suite 930  
Washington, DC  20005-4026  
202-326-4000

The Company pays an annual premium to the PBGC for this protection of your benefits.

No Right to Employment
Nothing in this SPD represents or is considered an employment contract, and neither the existence of the Retirement Plan nor any statements made by or on behalf of the Company shall be construed to create any promise or contractual right to employment or to the benefits of employment.

Plan Amendment and Termination
Merck reserves the right, except as otherwise provided pursuant to any collective bargaining agreements, to amend the Retirement Plan in whole or in part or to completely discontinue the Retirement Plan at any time as provided in the plan document. If the Company takes such action, it would be subject to legal and plan provisions with respect to employees and retirees regarding your benefits earned to the date of such action.

If the Retirement Plan is terminated and surplus assets remain after all liabilities have been paid, such surplus shall revert to Merck to the extent permitted under the Plan and applicable law.

Non-Alienation of Benefits
You may not transfer, pledge, alienate or assign any benefit to which you are entitled under the Retirement Plan. In addition, no benefit may be subject to your debts or other liabilities unless specifically permitted by law (although the Retirement Plan does permit a voluntary, revocable assignment of up to 10% of any benefit payable). In addition, a participant’s benefit may be subject to offset as provided by tax laws. If the Plan administrator receives a Qualified Domestic Relations Order (QDRO) relating to marital property rights, alimony payments, or child support, all or part of your benefit may be payable to someone else.
Qualified Domestic Relations Order
A participant’s benefit may be assigned to an “alternate payee” (the participant’s spouse, former spouse, child or other dependent) pursuant to a state court domestic relations order that is qualified by the Plan administrator or its delegate. Required procedures and available model orders are available from:

Merck & Co., Inc.
Domestic Relations Information Center, WS 3B-35
One Merck Drive
P.O. Box 100
Whitehouse Station, NJ 08889-0100
(908) 423-7962

Payments in Event of Incapacity
If a person is entitled to benefits under the Retirement Plan but is incapable of properly receipting for and receiving such payments, the Hourly Pension Committee may direct that benefits be paid to a legally appointed guardian or committee. If a guardian or committee has not been appointed, the Hourly Pension Committee will pay benefits to the spouse, if one exists, and if not, to an individual responsible for such person.

Plan Documents
This SPD is intended merely as a summary of the official plan document(s). In the event of any disagreement between this summary and the official plan document(s), as they may be amended from time-to-time, the provisions of the plan document(s) will govern.

Plan Year
The Plan Year for the Retirement Plan ends on December 31 of each calendar year. The financial records of the Retirement Plan are kept on a calendar-year basis.
### Contact Information

If you have questions about your benefits, you should contact **Merck** directly by phone or through Merck websites:

<table>
<thead>
<tr>
<th>For More Information About…</th>
<th>Contact…</th>
<th>By Phone…</th>
<th>By Web…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merck Retirement Plan for Hourly Employees</td>
<td>Merck HR Service Center</td>
<td>800-255-5794 or 908-236-1999 Monday-Friday, 8:00 a.m. to 5:00 p.m., Eastern Time</td>
<td>To access lump-sum interest rates: <a href="http://humres.merck.com/benefits">http://humres.merck.com/benefits</a></td>
</tr>
<tr>
<td>Retirement Plan Calculator (available through the Merck PeopleInfo Tool)</td>
<td>PeopleInfo</td>
<td>N/A</td>
<td>Access Merck’s online PeopleInfo Tool from the myMerck Home Page by selecting “about me”, then “my personal information.” <a href="http://peopleinfo.merck.com">http://peopleinfo.merck.com</a></td>
</tr>
<tr>
<td>Disability Retirements</td>
<td>Manager, HR Outreach Team</td>
<td>800-255-5794 Fax Numbers: 908-236-1707; or 908-236-1754; or if unavailable; 908-534-3026</td>
<td>N/A</td>
</tr>
<tr>
<td>Qualified Domestic Relations Orders</td>
<td>Domestic Relations Hotline</td>
<td>908-423-7962</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Fidelity Investments/ The Merck Benefits Service Center</td>
<td>The Merck Benefits Service Center</td>
<td>800-66-MERCK (800-666-3725)</td>
<td><a href="http://netbenefits.fidelity.com">http://netbenefits.fidelity.com</a></td>
</tr>
<tr>
<td>Financial Engines®</td>
<td></td>
<td>888-443-8577 Monday-Friday, 9:00 a.m. to 9:00 p.m., Eastern Time</td>
<td><a href="http://www.financialengines.com/">http://www.financialengines.com/</a></td>
</tr>
</tbody>
</table>
The Retirement Plan

The Retirement Plan is designed to be one of the principal foundations of your financial security during retirement. This section provides you with important information about the amount of benefits under the Retirement Plan, and when and how benefits are paid. Eligibility and enrollment and other administrative details are found in the preceding section, About Your Retirement Benefits.

The Retirement Plan is administered by Merck.

At-a-Glance

Here are some key features of the Retirement Plan:

- The Company pays the entire cost of funding your retirement benefit. No contributions are required from you.
- You are guaranteed your accrued benefit even if you leave the Company before retirement if you have five years of vesting service or are age 65 (regardless of your length of service).
- You can retire and start receiving reduced benefits anytime after age 55, as long as you have completed at least 10 years of credited service. However, your benefit may be reduced if you retire early before age 62.
- You can retire and start receiving unreduced benefits starting at age 62, as long as you have completed at least 10 years of credited service.
- You can choose from a range of benefit payment options.

How the Retirement Plan Works

How Benefits Are Figured

Your benefit is payable on the first of the month following age 65 as a monthly income for your lifetime (an "annuity"). It is figured under a career average formula and a minimum formula, both as in effect when your employment ceases. You receive your benefit based on the formula that produces the larger monthly income for you.

Career Average Formula

The “benefit rate”, as defined below, is set by the Plan and is applied to your earnings. Each year you are in the Plan, you receive Plan credits based on the benefit rate applied to your earnings. Then when your employment ends, your normal Plan income equals the sum of all these “credits.”

Earnings are your total compensation from the Company each calendar year you are enrolled in the Plan, including incentive payments, overtime pay, COLAs, bonuses and similar special or supplemental compensation up to the maximum includable amount set each year by the Secretary of Treasury ($205,000 for 2004). Your earnings are determined before any Pre-Tax Contributions are made to the Savings Plan or any other elective deferrals. Effective January 1, 1997, and thereafter, compensation also will include imputed compensation for each period of unpaid leave of absence in excess of two months for military service, based on the affected employee’s base rate at the time each military leave began. All other payments to participants that are not “pensionable” include but are not limited to Company contributions to or any benefits paid under this Plan; any pension or other retirement benefit; Workers Compensation payments; any payments made to, under or in respect of any employee benefit plan (other than a sickness or disability Plan) including but not limited to group insurance, hospitalization, medical surgical plans, any severance plan, statutory or otherwise; reimbursement in respect of expenses incurred on behalf of the Company.
outside of the United States on account of such service; and income from the exercise of stock options. The Career Average Pay calculation was updated July 1, 2000. This one-time, permanent update to the pension benefit calculation reflects the use of an 18-year average of your highest year wages between 1999 and 1980 rather than the actual wages earned. The average of all wages as a participant will be used for participants with less than 18 years of credited service as of July 1, 2000. The benefit rate in effect on December 31, 1999 will be used for all years. The expected result is an increase in the accrued benefit. For years after 1999, actual wages will be used.

**Pension Formula:**
The Benefit Rate varies by earnings levels:
- For years after 1999: 1.25% of the first $4,800 annual earnings plus 1.50% of earnings over $4,800.
- For years prior to 2000: 1.25% of the average of the 18 highest wages between 1980 and 1999 up to $4,800 plus 1.50% of such average over $4,800 this sum is then multiplied by credited service earned as of December 31, 1999.

**Example:**
Suppose you retire on July 1, 2004 at 65 with 35 years of Plan membership and earnings of $50,000 a year during 2003 and 2004. Here is how your income from the Plan might work:

**Merck Annual Retirement Income**

<table>
<thead>
<tr>
<th>Career Average Accrued Benefit as of December 31, 2002</th>
<th>$24,723.00 a year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Accrual for 2003</strong></td>
<td></td>
</tr>
<tr>
<td>1.25% x first $4,800 = $60</td>
<td></td>
</tr>
<tr>
<td>plus</td>
<td>$738.00 a year</td>
</tr>
<tr>
<td>1.5% x $45,200 (pay over $4,800) = $678</td>
<td></td>
</tr>
<tr>
<td><strong>Accrual for 2004</strong></td>
<td></td>
</tr>
<tr>
<td>1.25% x first $4,800 = $60</td>
<td></td>
</tr>
<tr>
<td>plus</td>
<td>$363.00 a year</td>
</tr>
<tr>
<td>1.5% x $20,200 (pay over $4,800) = $303</td>
<td></td>
</tr>
<tr>
<td><strong>Total benefit under the Plan</strong></td>
<td>$25,824.00 a year</td>
</tr>
</tbody>
</table>

**Minimum Benefit Formula**
The Plan also contains a minimum benefit provision for determining pension payments. At retirement, your benefit will be figured both ways. Your benefit under the Career Average Formula will be compared to your benefit under the Minimum Benefit Formula and the larger of the two amounts will be paid.

Effective July 1, 2003, the minimum monthly retirement benefit used to calculate payments under the Retirement Plan was set at $55 per month for each year of credited service (an increase from the prior minimum benefit rate of $50). For certain participants (those who kept their earlier employee contributions in the Plan), the new minimum benefit increased to $56 per month.

Please note that if you retired and transferred to another Merck subsidiary that does not participate in the Plan or otherwise left Merck prior to July 1, 2003, you will receive the minimum benefit value in effect at the time your employment with Merck had terminated.

**Retirement Plan Wear-Away Enhancement**
Effective July 1, 2003 and applicable to participants who retired from active service on May 1, 2003 or later, the Retirement Plan has added a new wear-away provision that enhances retirement benefits for eligible employees. Beginning July 1, 2003, participants who are (or will be, if employment were to continue) at least age 55 with at least 10 years of credited service on or before March 31, 2006, will be eligible for the 10% Wear-Away Enhancement on the Minimum or Career Average Formula as described above as of July 1, 2003.

Under this enhancement, the accrued benefit under the Retirement Plan—based on the higher of the career average
earnings formula or the flat dollar minimum (see Minimum Benefit Formula)—as of July 1, 2003 will be increased by 10%. This amount is frozen and will not increase after June 30, 2003.

Employees who do not meet the age and service requirements (younger than age 55 or projected to have less than 10 years of credited service by March 31, 2006) are not eligible for this benefit even if they later retire, for example, under a disability retirement.

This enhancement is in addition to the July 1, 1997 enhancement described in the 1999 IUC Summary Plan Description.

How the Wear-Away Enhancement Works
If you are eligible for the Wear-Away Enhancement, several calculations will be performed—and compared—to provide the greatest benefit. At any future retirement date your benefit is based on credited service and pay through such date will be compared to the Wear-Away Enhancement Benefits as described in the table below.

<table>
<thead>
<tr>
<th>Formula</th>
<th>Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhanced Minimum Benefit Formula</td>
<td>$55/$56 x credited service as of June 30, 2003 x 12 (to annualize), such resulting amount increased by 10%.</td>
</tr>
<tr>
<td>Enhanced Career Average Earnings Formula</td>
<td>The regular Plan Career Average Earnings Formula under the Plan based on career average earnings and credited service as of June 30, 2003, such resulting amount increased by 10%.</td>
</tr>
</tbody>
</table>

The amount of the enhanced benefits shown above does not change as a result of future pay or credited service after July 1, 2003.

Special Provisions
At the time certain subsidiaries or other entities joined or left the Retirement Plan, special provisions were outlined that may affect how your benefit is figured if you worked for one of these entities. The details of these special provisions are included in the official plan document and in summaries which are available from Merck HR Services (see Contact Information). The subsidiaries affected by these provisions are listed in Appendix A—Special Provisions.

Benefit Limits
Federal tax laws limit the benefit amount you can receive from a qualified plan like this Retirement Plan. There are limits on the wages used in the annual accruals as well as the annual benefit under this Retirement Plan and other Company defined benefit plans combined. Another of these limits is designed to prevent discrimination in favor of key employees. Under current tax law, if 60% or more of the value of all benefits are to be paid to key employees, the Retirement Plan is considered to be “top-heavy.” You will be notified when you elect to receive your benefit if it is affected by these limits.

Currently, the Retirement Plan is not top-heavy. In the unlikely event that the Retirement Plan becomes top-heavy, alternative plan provisions become effective. You will be notified if the Retirement Plan is determined to be a top-heavy plan.

When You Retire from Active Employment
Retiring After Age 55
You can retire from service and start receiving benefits at any time after age 55, if you have at least 10 years of credited service when your employment terminates.
Retiring After Age 62 With Unreduced Benefits

If you have reached age 62 and completed at least 10 years of credited service, or you have reached age 65 regardless of your credited service, you can retire and start receiving unreduced benefits. In fact, you can retire after reaching age 55 with 10 years of credited service and receive an unreduced benefit if you delay payment (your Annuity Starting Date) until you reach at least age 62.

You can also retire with full, unreduced benefits anytime after age 55, if your age plus your years of credited Service total at least 85 and you terminate employment at or after age 55. This is called the “Rule of 85.”

<table>
<thead>
<tr>
<th>You qualify under the Rule of 85 at this age…</th>
<th>If you have these many years of credited service or more…</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>30</td>
</tr>
<tr>
<td>56</td>
<td>29</td>
</tr>
<tr>
<td>57</td>
<td>28</td>
</tr>
<tr>
<td>58</td>
<td>27</td>
</tr>
<tr>
<td>59</td>
<td>26</td>
</tr>
<tr>
<td>60</td>
<td>25</td>
</tr>
<tr>
<td>61</td>
<td>24</td>
</tr>
</tbody>
</table>

Retiring After Age 65

For all Plan participants, “Credited Service” includes service after age 65.

Suspension of Benefits Notice

When you terminate employment after your 65th birthday, you may receive full normal benefits under the Retirement Plan as of the first day of the following month. If you decide to continue your employment beyond age 65, no payments will be made from the Retirement Plan until employment subsequently ends or until the April 1 of the calendar year following the calendar year in which you attain age 70½, whichever occurs first. In other words, continued employment is an alternative to pension benefits for the period of continued employment, and not just a deferral of the benefits that would have been paid during that time, had you chosen not to continue to work. You will continue to accrue pension benefits for your continued employment past your 65th birthday.

The Retirement Plan provides that in the event you continue to work beyond Normal Retirement Date (as distinguished from being rehired after Normal Retirement Date), you will continue to be a Participant in the Plan and the Accrued Benefit payable upon termination of employment will be computed using your credited service and remuneration as of the date of actual retirement and the benefit formula(s) in effect on that date, without Actuarial increases, thereon, provided the Company has complied with notice requirements in accordance with 29 CFR section 2530.203-3(b)(4).

You may request a review of your benefits during periods of continued employment. For example, if you have a change in employment status (i.e., moving from full-time to part-time employment of less than 8 days worked per month) and wish to have your benefits reviewed, you may file a claim for benefits. See Filing a Claim.

The applicable U. S. Department of Labor regulations may be found at 29 Code of Federal Regulations sections 2530.203.3.

If you are still working on April 1 of the year after you reach age 70½, the Retirement Plan will start paying your retirement benefit according to the payment option you elect. See Payment Choices. If you refuse to elect a payment option, the benefit will begin according to the Automatic Form of Payment provisions. See Automatic Form of Payment. Even though you are receiving your retirement benefit, you may still continue to work. If you continue to work, you will also continue to accrue pension benefits. Your benefit will be recalculated annually to reflect the accrual, if any, of additional benefits each year you continue to work.
Retiring Before Age 62 With Reduced Benefits

If you retire from active service after attaining age 55 with 10 years of credited service, but commence benefits before age 62, your benefit is reduced. The reduction is 0.25% for each month, i.e., 3% for each year benefit payments begin before age 62.

### Reduction Table

<table>
<thead>
<tr>
<th>If you retire from active service and your benefits begin at this age…</th>
<th>You receive this percentage of your accrued benefit…</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>79%</td>
</tr>
<tr>
<td>56</td>
<td>82%</td>
</tr>
<tr>
<td>57</td>
<td>85%</td>
</tr>
<tr>
<td>58</td>
<td>88%</td>
</tr>
<tr>
<td>59</td>
<td>91%</td>
</tr>
<tr>
<td>60</td>
<td>94%</td>
</tr>
<tr>
<td>61</td>
<td>97%</td>
</tr>
<tr>
<td>62 or older</td>
<td>100%</td>
</tr>
</tbody>
</table>

Additional adjustments will be made to that benefit amount if you receive some form of benefit other than the single life annuity. For additional details about the available forms of benefit payments. See Payment Choices.

Why Early Retirement Benefits Are Reduced

If you retire between the ages of 62 to 65 with at least 10 years of credited service, your early retirement benefits will not be reduced. If you retire from active service after attaining age 55 and 10 years of credited service, but before age 62, your benefit will be reduced for each month your payments begin prior to age 62 if you start to receive payments before age 62. To understand why the Retirement Plan reduces benefits for early commencement, remember that the Retirement Plan is designed to give you a monthly benefit beginning when you reach age 65. Payments made to you before you attain age 65 are additional, so your benefit is reduced to account for these additional early payments. However, the reductions represent early retirement subsidies; that is, the reductions are less than would be required if the Retirement Plan were designed to recover all of the additional costs imposed on the Retirement Plan when eligible retirees begin to receive benefits early. For participants who leave with a vested right (see Receiving Your Vested Benefit) but before meeting the requirements for an early retirement benefit, the Retirement Plan reduces the benefits on an actuarially equivalent basis, which is designed to recover all of the additional costs due to early commencement.

An Example of How the Formula Works

Suppose an employee retires on July 1, 2004 at age 65 with 35 years of credited service and earnings of $50,000 for 2003 and 2004. No prior contributions are left in the Plan. Here’s how the income from the Plan might work out.

### Career Average Formula

<table>
<thead>
<tr>
<th>Merck Annual Retirement Income accrued as of December 31, 2002</th>
<th>$24,723.00 a year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrual for 2003</td>
<td></td>
</tr>
<tr>
<td>1.25% x first $4,800 =</td>
<td>$60.00</td>
</tr>
<tr>
<td>1.50% x $45,200 (pay over $4,800) =</td>
<td>$678.00</td>
</tr>
<tr>
<td></td>
<td>$738.00 a year</td>
</tr>
<tr>
<td>Accrual for 2004</td>
<td></td>
</tr>
<tr>
<td>1.25% x first $4,800 =</td>
<td>$60.00</td>
</tr>
<tr>
<td>1.50% x $20,200 (pay over $4,800) =</td>
<td>$303.00</td>
</tr>
<tr>
<td></td>
<td>$363.00 a year</td>
</tr>
<tr>
<td>Annual benefit at June 30, 2004</td>
<td>$25,824.00 a year</td>
</tr>
</tbody>
</table>
Minimum Formula:

Your minimum benefit would be calculated as follows:

$55 \times 35 \text{ years credited service} \times 12 = $23,100.00 \text{ Annual Benefit at Age 65}

Since the Career Average Formula yields the higher annual benefit—that is the annual amount this employee would receive on a life income basis.

Also, the employee in this example is eligible for the Wear-Away Benefit provision. The above calculation is compared to the Wear-Away Benefit; the highest result is paid to the employee. To continue this example:

Enhancement

i. Career Average Formula Benefit as of July 1, 2003 $25,086.00
ii. Minimum Formula: $55 \times 12 \times 34 \text{ years of credited service}= 22,440.00
iii. The greater of i and ii 25,086.00
iv. 10% Enhancement on (iii): $25,086.00 \times 1.10 = 27,594.60

Since the Wear-Away Benefit is higher ($27,594.60) than the Career Average Formula at retirement calculation ($25,824.00) this employee will receive $27,594.60 on an annual income basis. The approximate Social Security benefit for the previous example payable in 2004 is $20,280 per year. This would be paid by the Social Security Administration in addition to the Merck Retirement Plan income. Thus, the total combined retirement income from the Plan and Social Security would be $47,874.20.

If You Retire Under The “Rule of 85”

Suppose you retire on July 1, 2004 at 56 with 35 years of Plan membership. Assuming your final average pay is $50,000 and you have no prior contributions left in the Plan, your calculation would be the same as the one shown above, and your annual life income benefit would be $27,594.60. This is because you qualified for the 10% enhanced Wear-Away Benefit. Since your age and years of credited service are more than 85 (91 in the example), when you retire your benefit would not be reduced for early commencement.

Retiring Early With Reduced Benefits

If you do not qualify for full, unreduced benefits under the Rule of 85, then your monthly benefit is reduced when you retire and elect to start payments before age 62. The reduction is .25% for each month, i.e., 3% for each year, benefit payments begin before age 62.

<table>
<thead>
<tr>
<th>If your benefits begin at this age…</th>
<th>You receive this percentage of the benefit you have earned…</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>79%</td>
</tr>
<tr>
<td>56</td>
<td>82%</td>
</tr>
<tr>
<td>57</td>
<td>85%</td>
</tr>
<tr>
<td>58</td>
<td>88%</td>
</tr>
<tr>
<td>59</td>
<td>91%</td>
</tr>
<tr>
<td>60</td>
<td>94%</td>
</tr>
<tr>
<td>61</td>
<td>97%</td>
</tr>
<tr>
<td>62 or older</td>
<td>100%</td>
</tr>
</tbody>
</table>

---

Retirement Plan

Merck & Co., Inc.
Your Retirement Benefits/IUC
Released June 2005
If You Retire Before Age 62 Without the “Rule of 85”

Assume you retire on July 1, 2004 at 56 with 27 years of Credited Service, wages of $50,000 for 2003 and 2004, and you have no prior contributions left in the Plan. Under the Pension formula your benefit otherwise payable at age 65 is multiplied by a factor which reflects the earlier commencement of benefits.

### Career Average Formula

<table>
<thead>
<tr>
<th>Formula</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merck Annual Retirement Income accrued as of December 31, 2002</td>
<td>$18,819.00 a year</td>
<td></td>
</tr>
<tr>
<td>Accrual for 2003</td>
<td>1.25% x first $4,800 =</td>
<td>$60.00</td>
</tr>
<tr>
<td></td>
<td>1.50% x $45,200 (pay over $4,800) =</td>
<td>$678.00</td>
</tr>
<tr>
<td></td>
<td>=</td>
<td>$738.00 a year</td>
</tr>
<tr>
<td>Accrual for 2004</td>
<td>1.25% x first $4,800 =</td>
<td>$60.00</td>
</tr>
<tr>
<td></td>
<td>1.50% x $20,200 (pay over $4,800) =</td>
<td>$303.00</td>
</tr>
<tr>
<td></td>
<td>=</td>
<td>$363.00 a year</td>
</tr>
<tr>
<td>Total benefit under the Plan at age 65</td>
<td>=</td>
<td>$19,920.00 a year</td>
</tr>
<tr>
<td>Early Retirement percentage</td>
<td>x .82</td>
<td></td>
</tr>
<tr>
<td>Annual Benefit at age 56</td>
<td>=</td>
<td>$16,334.40 a year</td>
</tr>
</tbody>
</table>

### Minimum Formula

<table>
<thead>
<tr>
<th>Formula</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$55 x 27 years credited service x 12 x</td>
<td></td>
<td>$17,820.00</td>
</tr>
<tr>
<td>Early retirement percentage</td>
<td>x .82</td>
<td>a year</td>
</tr>
<tr>
<td>Annual Benefit at age 56</td>
<td>=</td>
<td>$14,612.40 a year</td>
</tr>
</tbody>
</table>

Again, the Career Average formula yields the higher amount, so you would receive $16,334.40 per year on a life income basis. This result is compared to the Wear-Away Benefit calculation shown below, the highest amount is payable to you.

### Wear-Away Benefit Enhancement

<table>
<thead>
<tr>
<th>Formula</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Career Average Formula Benefit as of 7/1/03</td>
<td></td>
<td>$19,182.00</td>
</tr>
<tr>
<td>ii. Minimum Formula Benefit: $55 x 12 x 26 years credited service=</td>
<td></td>
<td>17,160.00</td>
</tr>
<tr>
<td>iii. Regular Benefit Prior to Enhancement Greater of (i) and (ii)</td>
<td></td>
<td>19,182.00</td>
</tr>
<tr>
<td>iv. 10% Minimum Enhancement $19,182.00 times 1.10 =</td>
<td></td>
<td>21,102.20</td>
</tr>
<tr>
<td>Early Retirement Percentage</td>
<td>x .82</td>
<td></td>
</tr>
<tr>
<td>Enhancement</td>
<td>=</td>
<td>$17,302.16</td>
</tr>
<tr>
<td>Annual Benefit at Age 56</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Since the Career Average formula with the 10% enhancement produces the highest life income amount, $17,302.16 in this example, that amount would be payable to you.

### If You Leave Before Retirement

If you terminate employment with the Company before you retire, you will be “Vested”—that is, you will be entitled to benefits from the Retirement Plan if you complete five years of Vesting Service with the Company prior to your date of termination.

After you terminate employment with the Company and its affiliates, if you are entitled to a vested benefit from the Retirement Plan, you will receive a statement which will tell you what your single life monthly annuity will be at age
65. If you terminate employment before you are vested, you and your beneficiaries will not receive any benefits from the Retirement Plan and your participation will cease as of your employment termination date.

Receiving Your Vested Benefit

If you are vested when you terminate employment with the Company before you retire, payments begin no later than the first day of the month following your attainment of age 65. However, you can start receiving a reduced benefit anytime after the first day of the month after you attain age 55. The early payment reduction for a vested participant is an “actuarial” reduction. That is, your life expectancy and certain other actuarial assumptions go into figuring the reduction amount. You should expect this to reduce your benefits substantially.

The table below shows examples of actuarial reductions from the age 65 benefit (for retirements occurring on or after January 1, 2004).

<table>
<thead>
<tr>
<th>If you are entitled to a vested benefit which will begin at this age…</th>
<th>You will receive this percentage of your accrued benefit…</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>34.4%</td>
</tr>
<tr>
<td>56</td>
<td>38.1%</td>
</tr>
<tr>
<td>57</td>
<td>42.1%</td>
</tr>
<tr>
<td>58</td>
<td>46.7%</td>
</tr>
<tr>
<td>59</td>
<td>51.8%</td>
</tr>
<tr>
<td>60</td>
<td>57.6%</td>
</tr>
<tr>
<td>61</td>
<td>64.1%</td>
</tr>
<tr>
<td>62</td>
<td>71.4%</td>
</tr>
<tr>
<td>63</td>
<td>79.8%</td>
</tr>
<tr>
<td>64</td>
<td>89.2%</td>
</tr>
<tr>
<td>65</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Note: Actual factors are based on attained age in years and months.

Keep in mind that certain early retirement plan provisions discussed earlier in this summary, such as the early retirement subsidies and the Rule of 85, apply only to Plan participants who retire directly from active employment at Merck after attaining age 55 with 10 years of Credited Service. Alternate payees under qualified domestic relations orders (which can require the Plan to pay benefits to someone other than a Plan participant, such as the participant’s spouse, former spouse, child or other dependent) generally are treated as terminated vested participants for relevant purposes under the Plan.

Your retirement benefit will begin automatically at age 65 if you have not elected to receive it earlier. The Company will provide you with the appropriate forms before your retirement date, so it is important to keep your address information up to date by contacting the Merck HR Service Center whenever you move, even after leaving the Company. If you want your benefit to begin early, you must apply for it. Before your benefit begins, you’ll have the opportunity to choose the method of payment you want (see Payment Choices). There is one exception: If the single payment value of your benefit is $3,500 or less, you will automatically receive a single payment at the time payment of your benefit would begin.

When Benefits May Not Be Payable to You

Here are some situations in which you may not receive benefits:

- If you stop working for the Company before completing five years of vesting service and you are not 65 years old, unless you qualify for a disability pension.
- If you are receiving benefits and are reemployed by the Company, are working at least eight days per month specified by the Department of Labor, payments are discontinued until you terminate again. If you attain normal retirement age, payments will not be made until you terminate employment or in the year after you reach age 70½. In either event, you will receive a suspension of benefits notice.
- Generally, if you do not apply for benefits, you cannot begin to receive them (see Filing a Claim). If you are married, you are not considered to have applied unless you obtain your spouse’s consent where applicable. If
you die before your retirement benefits begin, your spouse generally must apply for benefits before they can begin (see Filing a Claim). This general rule does not apply when you reach 65 (or would have reached 65 if you die before then) if your employment has terminated. In that case, benefits begin automatically, but the form of benefit will be a single life annuity for single participants and a 50% spousal annuity for married participants.

- If you or your spouse cannot be located, benefits cannot be paid. It is your responsibility to notify the Merck HR Service Center when you have a change of address. See Contact Information.

If the Hourly Pension Committee receives a Qualified Domestic Relations Order (QDRO) relating to marital property rights, alimony payment, or child support, all or part of your benefit may be payable to your spouse, former spouse, or children.

## Payment Choices

Before your benefit begins, you may choose among several different payment methods. There are automatic forms of payment and optional choices. If you do not make a choice, you will automatically receive the standard form of payment that applies to you. All forms of benefits are actuarially equivalent to the Life Income for You Alone. That means that based on the actuarial assumptions used by the Retirement Plan—chiefly, mortality and interest rates—all forms of benefit have the same value.

The form of payment you select becomes irrevocable on your Annuity Starting Date.

### Automatic Form of Payment

The automatic form of income payment depends on your marital status when payments begin, and are described more fully below:

- If you are single when payments begin, the automatic form of payment is the Life Income for You Alone option.
- If you are married when payments begin, the automatic form of payment is a Life Income for You, then 50% to your Spouse. Only your spouse can be designated as your joint annuitant under the automatic form.

If you do not want to receive benefits in the automatic form, you can choose one of the optional forms of payment. However, if you are married, you will need your spouse’s written and notarized consent to any optional form of payment you choose, except for the Life Income for You, Then 100% to Your Spouse option.

### Optional Forms of Income Payments

#### Life Income for You Alone

Under this option, you will receive a monthly pension benefit as long as you live. Although this option provides you with the largest amount of monthly income while you live, when you die, no payments will be made to your spouse or survivors.

#### Retirement Plan Wear-Away Enhancement

A reduced monthly pension will be paid to you during your life. When you die, a pension equal to one-half of the amount you are receiving will be paid to your joint annuitant, who may be your spouse or other beneficiary you choose, for the rest of his or her life. If your joint annuitant pre-deceases you, you will still receive the reduced monthly amount and no benefit will be paid at your death.

#### Life Income to You, Then 100% to Your Spouse

This is the same as the Life Income for You, Then 50% to Your Spouse form of payment, except your monthly benefit is further reduced to reflect that the entire amount (instead of 50%) will be paid after your death to your joint annuitant. Only your spouse can be designated as your joint annuitant.

#### Life Income for You With a 5-Year Minimum Lump-Sum Guarantee

This option allows for a pension payment for life on a reduced basis and provides a guaranteed minimum amount. The guaranteed minimum amount is five times the annual benefit that would have been paid to you had you elected
the Life Income for You Alone option without any applicable reduction for early retirement, i.e., your unreduced accrued annual benefit. For example, if you die three years after you retire, your beneficiary will then receive a lump-sum equal to the guaranteed amount, less income already paid. If you are still living after having received total payments equaling the guaranteed amount, you would still receive a monthly benefit for the rest of your life, but there would be no benefit payable to a spouse or beneficiary in the event of your death.

Life Income for You With 10- or 15-Year Guarantee
This option allows for a pension payment for life on a reduced basis and makes sure that a guaranteed amount at least equal to 10 or 15 times your reduced annual benefit will be paid to your beneficiary if you die before the guaranteed period has expired. For example, if you die three years after you retire, your survivor will then receive a lump-sum equal to the guaranteed amount, less income already paid. If you live beyond the guaranteed period, you would still receive a monthly benefit, but there would be no benefit payable to a spouse or beneficiary in the event of your death.

Social Security Level Income Benefit
If you elect to start receiving benefits before age 65, you can choose the Social Security Level Income benefit. This form of payment provides a larger monthly income benefit from the Retirement Plan until you start receiving Social Security, which you can designate as age 62 or age 65. Then, once your Social Security benefits begin, your Retirement Plan benefit is reduced. In this way, your income from the Retirement Plan alone, and then from the Retirement Plan plus Social Security, remains approximately level throughout your retirement years. See A Word About Social Security.

Lump-Sum Option
This is a final payment from the Retirement Plan. If you take this option, you will not receive any future benefits from the Retirement Plan or be eligible for any increases to Retirement Plan payments. This form of benefit is very sensitive to interest rate fluctuations. Even if your accrued benefit increases from year-to-year as a result of additional credited service, the lump-sum value could decrease, if interest rates were to increase.

The Lump Sum Factor
The lump-sum factors change as of the first day of each calendar year. They are based in part on a mortality table prescribed by the Internal Revenue Service, which is updated from time to time. Lump-sum factors also are based in part on the interest rate published by the Internal Revenue Service based on investments in long-term government securities. For example, the lump-sum interest rate for any year will be based on the interest rate published by the IRS in October of the prior year. Together, these mortality and interest rates are referred to as the “GATT” basis after a statute mandating them.

Interest rate information is available approximately four-to-six weeks before the start of a new year, depending on when the IRS publishes relevant rates. For example, interest rates that were in effect during 2004 (became available mid-October 2003). Current interest rate information is available online. See Contact Information.

Note: If the lump-sum present value of your benefit is $3,500 or less, you automatically will receive a single payment at the time payment of your benefits would begin.

Other Payment Options
Other payment options, which are a variation of the options discussed above, may be possible within certain limitations outlined by the Retirement Plan. For more information, contact the Merck HR Service Center. See Contact Information.

Hardship Lump-sum
If you have already begun receiving payments under the Retirement Plan, you may request a lump-sum payment on account of hardship by submitting a written, notarized statement to the Hourly Pension Committee showing that your
assets are insufficient to meet medical or custodial expenses. You must also obtain the written and notarized consent of your spouse, if any (determined as of the date you began receiving benefits). If your request is granted, you will receive a lump-sum payment which is the actuarial equivalent of your remaining payments and which is in full settlement of all the benefits to which you would be entitled under the Retirement Plan.

If You Contributed to the Retirement Plan in the Past
On January 1, 1973, the Retirement Plan became non-contributory. That is, from that day forward Merck began paying the full cost for your retirement benefits. Before January 1, 1973, employees also contributed toward the cost of participation.

If you were a participant before January 1, 1973, when the Retirement Plan became non-contributory, you had the opportunity to leave your contributions and accumulated interest in the Retirement Plan or you could withdraw them. If you did not withdraw your contributions at that time, they remained in the Retirement Plan and would continue accumulating interest until they are withdrawn at retirement. At the time you terminate employment, you will again have the opportunity to either leave your money in the Retirement Plan or until you attain age 65 or withdraw it. If you are married, you will need your spouse’s consent to withdraw your contributions in any form other than a Life Income for You, then 50% to Your Spouse annuity. The Merck HR Service Center will provide additional information to explain the effect on your retirement benefit if you withdraw your contributions.

Regardless of your payment choice, if you leave your prior contributions in the Retirement Plan, you are always guaranteed payments equal to the value of your contributions with interest. If you die before receiving all payments attributable to your own contributions and interest, your beneficiary receives the balance. The interest rate is 120% of the mid-term rate established annually by Federal statute, under Section 1274 of the Internal Revenue Code of 1986, as amended. You do, however, have the option of receiving your contributions plus interest either in the form of a lump-sum or a monthly annuity in the automatic form of payment. See Automatic Form of Payment. If you decide to receive a refund of the value of your contributions, the guarantee described above will not apply.

A Word About Social Security
Social Security can be an important source of retirement income. Throughout your working years, both you and the Company pay an equal rate of taxes toward your Social Security.

Social Security retirement can begin as early as age 62. In addition, your spouse may be eligible to receive 50% of your Social Security benefit when he or she reaches full Social Security retirement age or your spouse may be entitled to a larger benefit based on his or her earnings.

The Social Security law provides retirement, disability, and death benefits for eligible employees. The amount of your benefit is based on your employment and earnings history and the law in effect at the time you receive payments.

You must apply for any Social Security benefit you are eligible to receive. Payments do not begin automatically. Benefits should be applied for approximately three months before they are supposed to begin. When you go to the Social Security office you should take your birth certificate and your latest W-2 form.

Filing a Claim
When you retire or leave the Company or its subsidiaries, there are forms you will need to complete to receive your benefit. You will also receive a statement of the benefit amount you are entitled to receive, or if you are not entitled to a benefit, you will receive a statement of this fact. To receive forms, amount of benefits and guidance on retirement options, contact the Merck HR Service Center. See Contact Information.

Benefits begin automatically at age 65 if you are a terminated vested employee (see If You Leave Before Retirement). If you do not receive a benefit that you (or your beneficiary) feel you are entitled to, or you dispute the
amount or timing of your benefit, you may file a claim for benefits. To file a claim under the Retirement Plan, you must submit a completed claim form to the claims administrator at the following address:

Claims Administrator for the Retirement Plan
Merck HR Service Center CR-BS
Merck & Co., Inc
One Merck Drive
P.O. Box 100
Whitehouse Station, NJ 08889-0100

Timeframes for Non-Disability Retirement Claims
For claims other than disability retirement claims, you will receive a written notice from the claims administrator or its delegate regarding your claim within 90 days of its receipt by the claims administrator. If an extension is required to process your claim, you will receive notice of the need for an extension (not to exceed an additional 90 days), before the end of the initial 90-day period, explaining the reasons for the delay. If you are not furnished a notice within the 90-day period, your claim will be considered denied.

Timeframes for Disability Retirement Claims
For disability retirement claims, you will receive a written notice from the claims administrator or its delegate within a reasonable time, but not later than 45 days after receipt of the claim by the claims administrator. This period may be extended by 30 days each of two times provided the claims administrator or its delegate determines that an extension is necessary due to matters beyond the control of the plan and notifies you within the initial period (and within the first 30 day extension period, if applicable) of the circumstances requiring the extension and the date by which the plan expects to render a decision. In addition, the notice of extension must include the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. You will be allowed at least 45 days from receipt of the notice to provide the specified information.

Appealing a Claim

Appealing a Non-Disability Retirement Claim Decision
If the claims administrator denies all or part of your claim, except with respect to a disability retirement claim, your notice will include:

- Specific reasons why the claim was denied;
- Specific references to applicable provisions of the Retirement Plan document on which the denial is based;
- A request for any additional information required to reconsider the claim and an explanation of why this information is needed; and
- An explanation of how to appeal for reconsideration of the claim administrator’s decision.

You have the right to review all documentation that was used to make a decision about your claim. If you disagree with the claims administrator’s decision, you have 60 days after receiving the notice of the denial to file a written appeal to the claims administrator. To file a denied claim, send a written appeal (with supporting documentation), to the following address:

Secretary
Hourly Pension Committee
Merck & Co., Inc. WS 3B-35
One Merck Drive
P.O. Box 100
Whitehouse Station, NJ 08889-0100
Retirement Plan

Your claim will be considered and you will receive written notice of the decision within 60 days after your appeal was received, unless special circumstances require an extension for reviewing, in which case written notice of such extension will be furnished to you before the expiration of the initial 60-day period. In that case, the decision will be made no later than 120 days after your appeal was received. This notice will include the reasons for the decision, with references to pertinent plan provisions. If the decision on your appeal is not given to you within the applicable time period, your appeal will be considered denied. This procedure applies to you or any other person who has a right to benefits under the Retirement Plan.

Appealing a Disability Retirement Claim Decision

If the claims administrator denies all or part of your claim, with respect to a disability retirement claim, your notice will include:

- Specific reasons why the claim was denied;
- Specific references to applicable provisions of the Retirement Plan document on which the denial is based;
- A request for any additional information required to reconsider the claim and an explanation of why this information is needed; and
- An explanation of how to appeal for reconsideration of the claim administrator’s decision.

You have the right to review all documentation that was used to make a decision about your claim. If you disagree with the claims administrator’s decision, you have 180 days after receiving the notice of the denial to file a written appeal to the claims administrator. To file a denied claim, send a written appeal (with supporting documentation), to the following address:

Secretary
Hourly Pension Committee
Merck & Co., Inc. WS 3B-35
One Merck Drive
P.O. Box 100
Whitehouse Station, NJ 08889-0100

Your claim will be considered and you will receive written notice of the decision within 45 days after your appeal was received, unless special circumstances require an extension for reviewing, in which case written notice of such extension will be furnished to you before the expiration of the initial 45-day period. In that case, the decision will be made no later than 90 days after your appeal was received. This notice will include the reasons for the decision, with references to pertinent plan provisions. If the decision on your appeal is not given to you within the applicable time period, your appeal will be considered denied. This procedure applies to you or any other person who has a right to benefits under the Retirement Plan.

The claims administrator will forward your appeal request to the appropriate person(s) for review. The review will be conducted by the claims administrator or other appropriate named fiduciary of the plan who is neither:

- The individual who made the adverse benefit determination which is the subject of the review, nor
- The subordinate of such individual (including any physicians involved in making the decision on your appeal if medical judgment is involved).

No deference will be given to the initial adverse benefit determination. You will have the opportunity to submit written comments, documents, records, and other information relating to the claim and you shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. Whether a document, record or other information is relevant to your claim shall be determined in accordance with the applicable U.S. Department of Labor (DOL) regulations. The review will take into account all comments, documents, records and other information submitted by you relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

The claims administrator shall notify you of the plan’s benefit determination on review within a reasonable period of time, but not later than forty-five (45) days after receipt of your request for review, unless special circumstances,
such as the need to hold a hearing, require an extension of time for processing the claim. If an extension of time is required, the initial 45-day period may be extended one time by up to 45 days provided the claims administrator or its delegate notifies you within the initial period of the special circumstances requiring the extension and the date by which the plan expects to render the determination on review.

The claims administrator shall provide you with written notification of the plan’s benefit determination on review.

In the case of an adverse benefit determination, such notice will indicate:

- The reason for the adverse determination;
- Reference to the specific provisions of the plan on which the benefit determination is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
- A description of your right to bring a civil action under ERISA following an adverse benefit determination on review;
- If any internal rules, guidelines, protocols or similar criteria was used as a basis for the denial, either the specific rule, guideline, protocols or other similar criteria or a statement that a copy of such information will be made available free of charge upon request;
- A description of your right to obtain additional information upon request about any voluntary appeals procedures under the plan; and
- A notice about other voluntary alternative dispute resolution options that may be available.

The notice also will include the following statement, as required by law: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency.” However, please understand that under the Retirement Plan, there are no voluntary alternative dispute resolution options.
**Glossary**

Following is an alphabetical listing of the definitions of key words.

<table>
<thead>
<tr>
<th>Glossary Terms</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annuity</strong></td>
<td>A benefit that is paid to you under the plan in monthly installments over your lifetime—or the lives of you and your Beneficiary. The amount of the annuity payment is determined by a number of factors, including the value of your account, your age, and the age of your beneficiary, if applicable.</td>
</tr>
<tr>
<td><strong>Annuity Starting Date</strong></td>
<td>The date as of which you begin receiving benefits is called your Annuity starting date, even if you receive a form of benefit other than an annuity. The annuity starting date will be the first day of the month after you have done everything required by the Retirement Plan for you to commence your benefit (although for a disability retirement, the annuity starting date may be any day of a month). Generally, you must terminate employment, apply for your benefits and obtain the consent of your spouse for certain payment options, before your annuity starting date. However, in some cases, these requirements do not apply. For example, if you have terminated employment prior to being eligible to retire, the annuity starting date is not later than the first day of the month after you attain age 65. The annuity starting date if you attain age 70½ can precede the date you terminate employment. And, spousal consent requirements apply only if you are married on your annuity starting date (unless there is a Qualified Domestic Relations Order to the contrary).</td>
</tr>
<tr>
<td><strong>Beneficiary</strong></td>
<td>A person(s) that you identify in accordance with the terms and conditions of the Retirement Plan to receive any benefits payable under the Retirement Plan. The Retirement Plan permits designation of a beneficiary only in connection with an election of a form of benefit that provides payments that may continue after the participant dies.</td>
</tr>
<tr>
<td><strong>Benefit Rate</strong></td>
<td>The benefit rate varies by earnings levels.</td>
</tr>
<tr>
<td><strong>Claims Administrator</strong></td>
<td>Merck</td>
</tr>
<tr>
<td><strong>Company</strong></td>
<td>Merck &amp; Co., Inc.</td>
</tr>
<tr>
<td><strong>Credited Service</strong></td>
<td>In general, for service before January 1, 1976, credited service includes full years of employment starting with the January 1 after your hire date. For service on and after January 1, 1976, credited service includes your years and completed months of employment starting with the January 1 or July 1 coinciding with or next following your hire date. Credited service does not include any years you were eligible to participate in a Company-sponsored Retirement Plan but declined to do so. If you leave and are rehired as an eligible employee, you start receiving credited service on the first of the month coincident with or next following your date of rehire. Also, your prior credited service for any previous employment with the Company will be counted toward your benefits (unless you received a lump-sum). Credited service is not credited for purposes of benefit accrual if you transfer to a Merck subsidiary that does not participate in the Retirement Plan, such as TELERx Marketing, Inc. but it does continue for purposes of eligibility for early retirement subsidies.</td>
</tr>
<tr>
<td>Glossary Terms</td>
<td>Definition</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Disability Retirement</td>
<td>Disability Retirement is a termination of employment at a time when you are determined to be disabled, as defined in the Plan. A disability retirement date may be any day of a month.</td>
</tr>
<tr>
<td>Earnings</td>
<td>Your total compensation from the Company each calendar year you are enrolled in the Plan, including incentive payments, overtime pay, COLAs, bonuses and similar special or supplemental compensation up to the maximum includable amount set each year by the Secretary of Treasury ($205,000 for 2004). Your Earnings are determined before any Pre-Tax Contributions are made to the Savings Plan or any other elective deferrals. Effective January 1, 1997, and thereafter, compensation also will include imputed compensation for each period of unpaid leave of absence in excess of two months for military service, based on the affected employee’s base rate at the time each military leave began. All other payments to participants that are not “pensionable” include but are not limited to Company contributions to or any benefits paid under this Plan; any pension or other retirement benefit; Workers Compensation payments; any payments made to, under or in respect of any employee benefit plan (other than a sickness or disability Plan) including but not limited to group insurance, hospitalization, medical surgical plans, any severance plan, statutory or otherwise; reimbursement in respect of expenses incurred on behalf of the Company outside of the United States on account of such service; and income from the exercise of stock options.</td>
</tr>
<tr>
<td>Eligible Employees</td>
<td>Collectively, the Company’s regular full-time employees represented by the IUC collective bargaining agreement.</td>
</tr>
<tr>
<td>Employee</td>
<td>Any person employed by a Company who is paid on an hourly basis or on a basis other than salaried, fee or commission basis including (a) a United States national employed by the Company within or without the United States; and (b) a national of a foreign country employed by the Company in the United States or who while so employed, at the request of the Company enters into service of the Company without the United States. A change of employment in and of itself as between or among Merck &amp; Co., Inc. and any participating company or companies shall not affect the status of any person as an “Employee” or his or her rights as a Participant of the Plan.</td>
</tr>
<tr>
<td>Excluded Employee</td>
<td>Intern/graduate/cooperative student associate(s), and employees of Merck who are not members of the IUC collective bargaining unit. Excluded employees as such do not participate in the Retirement Plan for Hourly employees.</td>
</tr>
<tr>
<td>Excluded Person</td>
<td>A person who is an independent contractor, or agrees or has agreed that he/she is an independent contractor, or has any agreement or understanding with the Company, or any of its affiliates that he/she is not an employee or an eligible employee, even if he/she previously had been an Employee or Eligible Employee or are employed by a temporary or other employment agency, regardless of the amount of control, supervision or training provided by the Company or its affiliates, or he/she is a “leased employee” as defined under section 414 (n) of the Internal Revenue Code of 1986, as amended. An excluded person is not eligible to participate in the Retirement Plan even if a court, agency or other authority rules that he/she is a common-law employee of the Company or its affiliates. Excluded Persons as such do not participate in the Retirement Plan.</td>
</tr>
</tbody>
</table>
### Glossary Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LTD Benefits</strong></td>
<td>Income replacement benefits provided under the Merck &amp; Co., Inc. Medical, Dental and Long-Term Disability Plan for Union Employees.</td>
</tr>
<tr>
<td><strong>LTD Employee</strong></td>
<td>An employee who is receiving LTD benefits who on the day he/she became eligible for LTD benefits was considered by the Company to be a Regular Full-Time Employee, Part-Time Employee, or a Merck Temporary Employee and who has not terminated employment.</td>
</tr>
<tr>
<td><strong>Merck</strong></td>
<td>Merck &amp; Co., Inc.</td>
</tr>
<tr>
<td><strong>Merck Temporary Employee</strong></td>
<td>Employees hired and paid by the Company for a specific position in the United States for a designated length of time—normally not more than 24 consecutive months—who must leave the Company at the end of that time, is not covered by a collective bargaining unit and is not an excluded employee.</td>
</tr>
<tr>
<td><strong>Non-Participating Employer</strong></td>
<td>An affiliate of a Company that is not a Company whose employees do not participate in the Retirement Plan.</td>
</tr>
<tr>
<td><strong>Normal Retirement Age</strong></td>
<td>Age 65</td>
</tr>
<tr>
<td><strong>Part-Time Employee</strong></td>
<td>An employee employed by the Company in the United States who works on a scheduled basis for less than the number or regularly scheduled hours for his/her site.</td>
</tr>
<tr>
<td><strong>Permitted Plan Change</strong></td>
<td>Certain events in your personal life that may allow you to change some of your Flexible Benefit Program choices or coverage levels during the year (e.g., marriage, divorce, birth or adoption of a child). For a detailed description, see Your Medical Benefits. Permitted plan changes are not applicable to the Retirement Plan.</td>
</tr>
<tr>
<td><strong>Plan Administrator</strong></td>
<td>Merck</td>
</tr>
<tr>
<td><strong>Plan Year</strong></td>
<td>The calendar year, January 1 through December 31, on which the records of the Plan are kept.</td>
</tr>
<tr>
<td><strong>Retirement Survivor’s Annuity (QPSA)</strong></td>
<td>Under federal law, defined benefit pension plans (like the Merck Retirement Plan) are required to offer certain benefits/protection to employees and their spouses. One such benefit is known as a QPSA, short for qualified pre-retirement survivor annuity. The QPSA benefit provides a portion of an employee’s vested pension benefit to his/her spouse if he/she dies before receiving any pension benefits.</td>
</tr>
<tr>
<td><strong>Qualified Domestic Relations Order (QDRO)</strong></td>
<td>An order from a state court that meets certain legal specifications and directs the Plan administrator to pay all or a portion of a participant’s plan benefits to a spouse, former spouse, child or other dependent.</td>
</tr>
<tr>
<td><strong>Regular Full-Time Employee</strong></td>
<td>An employee represented by the Collective Bargaining Units that comprise the Inter-Union Council and employed by the Company on a scheduled basis for a normal work week, is not classified as part-time, Merck temporary, or casual, and is not an excluded employee or excluded person.</td>
</tr>
<tr>
<td>Glossary Terms</td>
<td>Description</td>
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<tr>
<td><strong>Rehired Employee</strong></td>
<td>A former Company employee who participated in the Retirement Plan and who is rehired by the Company.</td>
</tr>
<tr>
<td><strong>Retire</strong></td>
<td>For the purposes of the Retirement Plan only, “retire” means to terminate employment with the Company (and all of its affiliates and successors) at or after attaining at least age 55 and at least 10 years of credited service, or after age 65 without regard to years of credited service. For example, if you terminate employment at age 50 with 15 years of credited service, you do not retire and become a “retiree” at age 55; instead you are a terminated vested employee.</td>
</tr>
<tr>
<td><strong>Retiree Choice Program</strong></td>
<td>A program which provides medical and dental benefit coverage to persons who meet the definition of retirees under the program.</td>
</tr>
<tr>
<td><strong>Retirement Plan</strong></td>
<td>The Retirement Plan for Hourly Employees of Merck &amp; Co., Inc.</td>
</tr>
<tr>
<td><strong>Retirement Plan Calculator</strong></td>
<td>The Retirement Plan Calculator is an online tool that can be accessed from personal desktops and secure public workstations throughout the Company. Through the Retirement Plan Calculator <a href="http://peopleinfo.merck.com">http://peopleinfo.merck.com</a>, you can obtain personalized estimates of your future retirement benefits based on assumptions you select, such as retirement date and future pay increases.</td>
</tr>
<tr>
<td><strong>Rule of 85</strong></td>
<td>The Rule of 85 provides that an eligible employee may retire from active service with full unreduced benefits on or after age 55 if his/her age plus years of credited service total at least 85.</td>
</tr>
<tr>
<td><strong>SPD</strong></td>
<td>Summary Plan Description.</td>
</tr>
<tr>
<td><strong>Transferred Employee</strong></td>
<td>A Company employee or former employee who has transferred employment from a non-participating employer to a Company as an eligible employee and who is not an excluded employee or excluded person.</td>
</tr>
<tr>
<td><strong>Terminated Vested Participant</strong></td>
<td>A Retirement Plan participant whose employment terminated when his/her benefit was vested but before such participant could retire or have a disability retirement.</td>
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<tr>
<td><strong>Vested</strong></td>
<td>A participant’s non-forfeitable right to his/her accrued benefit under the Retirement Plan.</td>
</tr>
<tr>
<td><strong>Vesting Service</strong></td>
<td>Each calendar year or any part of one a participant works for a Company or their affiliates, but not their joint ventures, is counted as one full year of vesting service. In general, for years before January 1, 1976, vesting service includes continuous years of employment with the Company and disregards any service prior to a break in service. For years starting with January 1, 1976, vesting service includes all service with the Company and its affiliates.</td>
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</tbody>
</table>
Appendix A—Special Provisions

Following is a list of groups affected by special provisions of the Merck Hourly Retirement Plan:

- Employees of Calgon Corporation, Metasol Plant, “Hawthorne Plant”
- Employees of Calgon Carbon Corporation
- Employees of Bruner Division of Calgon Corporation
- Employees of Baltimore Aircoil Company, Inc.
- Employees of the Pacific Pumping Company Division of Baltimore Aircoil Company, Inc.
- Employees of BAC-Pritchard, Inc.
- Employees of Kelco Division of Merck & Co., Inc.
- Employees of Spafas, Incorporated
- Employees who participated in the Retirement Income Plan for Participating Subsidiaries (BAC-Pritchard, Inc.)
- Employees who participated in the Pension Plan for Hourly Rated Employees of the Neville Island Plant
- Employees who participated in the Retirement Income Plan for Hourly Rated Employees of the Big Sandy Plant
- Participants employed at the Marine Magnesium Facility in South San Francisco
- Employees who participated in the Retirement Plan for the Hourly Rated Employees of the Sonora-Dolomite Plant
- Former employees of Packwood Company subsequently employed by Calgon Corporation
- Employees of Calgon Water Management Division
- Employees of Calgon Vestal Laboratories, Inc.
- Certain employees eligible for VRIP
- Employees who left mandatory contributions in the Plan since 1972

For more information about these special provisions, contact the Merck HR Service Center. See Contact Information.
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<tr>
<th>FOR INFORMATION ABOUT…</th>
<th>CONTACT…</th>
<th>BY PHONE…</th>
<th>BY WEB…</th>
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<tr>
<td>PeopleInfo</td>
<td><a href="http://peopleinfo.merck.com">http://peopleinfo.merck.com</a></td>
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<tr>
<td><strong>Fidelity Resources</strong></td>
<td>Fidelity NetBenefits®</td>
<td><a href="http://netbenefits.fidelity.com">http://netbenefits.fidelity.com</a></td>
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<tr>
<td>Merck Benefits Service Center 800-66-MERCK</td>
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<tr>
<td><strong>Medical Options</strong></td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<tr>
<td>80/20 with optional PPO (PPO where available)</td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<tr>
<td>Managed Choice® POS</td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<tr>
<td>Aetna HMO DE/MD/NJ/NY/PA</td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<tr>
<td>CIGNA HealthCare HMO NJ</td>
<td>CIGNA 800-832-3211 <a href="http://www.cigna.com">www.cigna.com</a></td>
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<tr>
<td>Geisinger Health Plan PA</td>
<td>Geisinger Health Plan 800-447-4000 <a href="http://www.thehealthplan.com">www.thehealthplan.com</a></td>
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<tr>
<td>Southern Health VA</td>
<td>Southern Health 800-627-4872 <a href="http://www.southernhealth.com">www.southernhealth.com</a></td>
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<tr>
<td><strong>Hospitalization &amp; Surgical Pre-Certification and Second Opinions</strong></td>
<td>M-Line for 80/20 with optional PPO 800-451-8843</td>
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<tr>
<td><strong>Employee Assistance and Behavioral Health Care Benefits</strong></td>
<td>ValueOptions 877-44-MERCK (877-446-3725) <a href="http://www.achievesolutions.net/merck">www.achievesolutions.net/merck</a></td>
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<tr>
<td><strong>Prescription Drug Benefits</strong></td>
<td>Medco 800-RX-MERCK (800-769-3725) <a href="http://www.medcohealth.com">http://www.medcohealth.com</a></td>
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<tr>
<td>General Information</td>
<td>Medco 800-803-2523 <a href="http://www.medcohealth.com">http://www.medcohealth.com</a></td>
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<td>Medco 800-803-2523 <a href="http://www.medcohealth.com">http://www.medcohealth.com</a></td>
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<td>Managed Prior Authorization</td>
<td>Medco 800-RX-MERCK (800-769-3725) <a href="http://www.medcohealth.com">http://www.medcohealth.com</a></td>
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<tr>
<td><strong>Vision Care Benefits</strong></td>
<td>Vision Service Plan (VSP®) 800-877-7195 <a href="http://www.vsp.com">http://www.vsp.com</a></td>
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<tr>
<td><strong>Vision One® Discount Program</strong></td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<td><strong>Dental Benefits</strong></td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<td>Comprehensive Dental</td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<td>Aetna DMO®</td>
<td>Aetna 800-541-6711 <a href="http://www.aetna.com">www.aetna.com</a></td>
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<td>Healthplex</td>
<td>Healthplex 800-982-5529 <a href="http://www.healthplex.com">www.healthplex.com</a></td>
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<tr>
<td><strong>Other Benefits</strong></td>
<td>MetLife 800-243-8786 <a href="http://www.metlife.com">http://www.metlife.com</a></td>
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<tr>
<td>Long-Term Disability Benefits</td>
<td>Prudential 888-257-0412 <a href="http://www.prudential.com">http://www.prudential.com</a></td>
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<tr>
<td>Savings Plan</td>
<td>PeopleInfo</td>
<td><a href="http://peopleinfo.merck.com">http://peopleinfo.merck.com</a></td>
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<td>Stock Options</td>
<td>Smith Barney 866-37-MERCK (866-376-3725) <a href="http://www.benefitaccess.com">http://www.benefitaccess.com</a></td>
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<tr>
<td>Qualified Domestic Relations Orders</td>
<td>Domestic Relations Hotline 908-423-7962</td>
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