

EXHIBIT A

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is entered into as of the 8th day of April, 1994, by and among (i) Stanley M. Chesley, Ralph I. Knowles, Jr., and Michael T. Gallagher, as representatives of the Settlement Class Counsel (as hereinafter described) appointed in Order No. 2:05-cv-00054-UNA United States District Court for the Northern District of Alabama in Lindsey, et al., v. Dow Corning Corp., et al., Civil Action No. CV 94-P-11558-S (the "Lindsey Action") in the multidistrict litigation known as In Re: Silicone Gel Breast Implant Products Liability Litigation (MDL 926), Master File No. CV 92-P-10000-S; (ii) Signatory Defendant, Dow Corning Corporation, acting by and through its attorney, Deborah E. Greenspan; Signatory Defendant, Baxter Healthcare Corporation, acting by and through its attorney, Peter W. Morgan; and Signatory Defendants, Medical Engineering Corporation and Bristol-Myers Squibb Company, acting by and through their attorney, Richard M. Eittreim (with the foregoing three (3) Defendants being collectively referred to as the "Signatory Defendants" and their counsel being collectively referred to as the "Signatory Defendants' Counsel"); and (iii) Edgar C. Gentle, III (the "Escrow Agent").

WITNESSETH:

WHEREAS, by Order No. 15 entered April 1, 1994, in the Lindsey Action ("Order No. 15"), the United States District Court for the Northern District of Alabama, Southern Division (the "Court"), preliminarily approved the Breast Implant Litigation Settlement Agreement (the "Settlement Agreement") with the Settling Defendants

EXHIBIT A

(as defined in Order No. 15), provisionally certified the Lindsey Action Settlement Class (as defined in Order No. 15), approved the Notice Program (as described in Order No. 15) and scheduled a formal fairness hearing (the "Fairness Hearing"), which began on August 18, 1994, and a Final Order and Judgment approving the Settlement Agreement was entered by the Court on September 1, 1994, with this Order being referred to hereinafter as the "Final Order and Judgment"; and

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WHEREAS, in Order No. 15, the Court appointed Margaret Moses Branch, Elizabeth J. Cabraser, Stanley M. Chesley, Michael T. Gallagher and Ralph I. Knowles, Jr. as the Settlement Class Counsel in the Lindsey Action (collectively, the "Settlement Class Counsel"); and

WHEREAS, by Order No. 16 entered April 13, 1994, in the Lindsey Action ("Order No. 16"), the Court confirmed Order No. 15 with certain modifications and directions including, without limitation, the addition of Settling Defendants and released parties (as same are defined in Exhibit A attached to Order No. 16); and

WHEREAS, Paragraph IIB.1.a. of the Funding Agreement, constituting Exhibit C to the Settlement Agreement, provides for the payment within five (5) business days after the entry of Order No. 15 of the aggregate of \$78,500,000 (the "Preliminary Payment") by the Signatory Defendants, in the proportions set forth in Exhibit D to the Settlement Agreement into the Settlement Fund to

be established under the Settlement Agreement or into an escrow account to be administered under the supervision of the Court; and

WHEREAS, Paragraph IIB.1.b. to the Funding Agreement provides that the Preliminary Payment shall be administered jointly by the Settlement Class Counsel and the Signatory Defendants; and

WHEREAS, accordingly, the Preliminary Payment was paid to the Escrow Agent on April 8, 1994, with said Preliminary Payment and any such subsequent payments under the Settlement Agreement, together with all payments received from the other Settling Defendants under the Final Order and Judgment, being hereinafter collectively referred to as the "Escrow Fund;" and

WHEREAS, the Settlement Class Counsel and the Signatory Defendants wish to designate an Escrow Agent for the purposes, and under the terms and conditions set forth in this Agreement, subject to approval by the Court; and

WHEREAS, the Escrow Agent is willing to serve as such under the terms and conditions as provided hereinafter upon approval by the Court;

NOW, THEREFORE, for and in consideration of the foregoing premises, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Settlement Class Counsel, the Signatory Defendants and the Escrow Agent agree as follows:

1. AGREEMENT EFFECTIVE DATE. This Agreement shall be effective as of April 8, 1994, the date when the Preliminary

Payment was paid to the Escrow Agent, but it shall only become effective upon Court approval of same.

2. DEPOSIT OF ESCROW FUND. The Escrow Agent hereby acknowledges receipt, by wire transfer into the escrow account established by the Escrow Agent, the Settlement Class Counsel and the Signatory Defendants (the "Escrow Account"), of the Preliminary Payment, which was received on April 8, 1994, and the \$250,000.00 required of Applied Silicone Corporation under the Final Order and Judgment, which amount was received by check on April 19, 1994 (the "Applied Silicone Payment"). The Escrow Account shall be called the MDL 926 Settlement Fund Account, and it shall use the Federal Tax Identification Number that has been obtained therefor by the Escrow Agent. The Preliminary Payment and the Applied Silicone Payment portions of the Escrow Fund shall be placed in custody by the Escrow Agent in the name of the Escrow Account with Compass Bank, Birmingham, Alabama, on an interim basis pending the selection of an Escrow Fund custodian or custodians by the Investment Committee (defined below). The Escrow Fund shall be invested and disbursed during the term of this Agreement on the terms set forth herein or in any document or instrument supplementing this Agreement.

Additional payments made by the Signatory Defendants or any additional Settling Defendants in accordance with the Settlement Agreement or the Final Order and Judgment after the effective date hereof shall be made by wire transfer to the Escrow Agent in the same manner followed for the Preliminary Payment or by any other

method of payment accepted and approved by the Escrow Agent. Upon any such wire transfer (or other approved method of payment) into the Escrow Account, such payment shall immediately become part of the Escrow Fund and shall be subject to the terms and conditions hereof.

3. INVESTMENT OF ESCROW FUND. Until an investment policy for the Escrow Fund is approved by the Court (such approved investment policy being herein called the "Investment Policy"),

(a) the Escrow Fund may be invested in Federally insured interest-bearing accounts or certificates of deposit, in United States Treasury bills and other forms of United States Government or United States Governmental Agency obligations, or in investment funds which contain only said types of investment, and

(b) the Escrow Agent shall have sole discretion and authority to invest the Escrow Fund in any one or more of the investment categories set forth in the foregoing subparagraph (a), provided, however, that the Escrow Agent may solicit and receive advice and counsel regarding investment strategies from an investment consultant (the "Investment Consultant"), chosen by the Court and a committee of three (3) members, with a Chairman, a Plaintiffs' Representative and a Defendants' Representative (the "Investment Committee"), with the initial members thereof having been selected by the Court in its Order dated October 26, 1994, (i) with the Escrow Agent having been appointed the Chairman of and a member of the Investment Committee; (ii) with Don Springmeyer having been appointed the Plaintiffs' Representative on the Investment Committee; and (iii) with Todd M. Poland having been appointed the Defendants' Representative on the Investment Committee.

After the approval by the Court of the Investment Policy, the Escrow Agent may invest the Escrow Fund in such investments as are described therein. The Escrow Agent shall have sole discretion and authority to invest the Escrow Fund in any one or more of the investment categories set forth in the Investment Policy, provided,

however that the Escrow Agent may solicit and receive advice and counsel regarding investment strategies from the Investment Consultant.

The Escrow Agent is hereby authorized to delegate his discretion and authority to invest the Escrow Fund to one or more investment managers approved by the Investment Committee and the Court.

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To the extent practicable, all payments to the Escrow Fund shall be held and administered as a single fund under the terms hereof. The Escrow Agent may retain a portion of the Escrow Fund in cash and keep it unproductive of income for a reasonable period as he reasonably deems advisable for purposes of disbursement or pending reinvestment; provided, however, that the monies held in cash, other than those deposited in the Claims Administrator's Austin, Texas operating account (the "Claims Office Account"), shall not, at any one time, exceed the sum of One Hundred Thousand Dollars. In addition, no Escrow Fund monies, including those in the Claims Office Account, shall be unproductive of income in excess of three calendar days unless specifically permitted by Court Order.

4. DISBURSEMENTS FROM THE ESCROW FUND; PAYMENTS TO WITHDRAWING DEFENDANTS. The Escrow Fund shall be held in Escrow by the Escrow Agent and shall not be disbursed except as provided in this paragraph. Any and all interest earned on monies held in the Escrow Fund shall become part of the Escrow Fund and shall be held and disbursed as set forth herein for the Escrow Fund.

(a) Prior to the expiration of the Reversionary Period (as defined and described in Section II.B.5 of the Funding Agreement constituting Exhibit C to the Settlement Agreement), the Escrow Agent shall make disbursements from the Escrow Fund only as directed by the Court and as permitted under the terms of the Funding Agreement. Additionally, disbursements may be made for the following purposes:

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(i) The Settlement Claims Assistance program as authorized by Order No. 17 (in conjunction with the notice and claims administration process);

(ii) Payment to a Signatory Defendant who withdraws from the settlement in accordance with the terms of the Settlement Agreement. Payment to such withdrawing defendant shall be made in accordance with subparagraph (b) below;

(iii) Administrative expenses of managing, investing and accounting for the assets of the Escrow Fund, including fees of or expenses incurred by the Escrow Agent in accordance with the terms of this Escrow Agreement.

(b) In the event of withdrawal from the Settlement Agreement by a Signatory Defendant (the "Withdrawing Defendant") under the conditions set forth in Section V of the Settlement Agreement or under further Order of the Court, on any date (the "Withdrawal Date") payment to the Withdrawing Defendant of the portion of the monies paid by the Withdrawing Defendant into the Escrow Fund, with an allocable portion of the interest and other income earned on such sums from the date of deposit into escrow with the Escrow

Agent, less the Withdrawing Defendant's pro rata share of the disbursements previously paid from the Escrow Fund by the Escrow Agent and expenses (such as accrued expenses, taxes and investment fees) not yet paid but attributable to the amount to be transferred to the Withdrawing Defendant, all as of the Withdrawal Date (the "Withdrawing Defendant's Escrow Fund Share"). Notwithstanding the Foregoing, the Withdrawing Defendant's Escrow Fund Share shall only be paid by the Escrow Agent after the following payment approval judicial procedure is carried out. First, upon receiving written direction from a Withdrawing Defendant to have the Withdrawing Defendant's Escrow Fund Share calculated, the Escrow Agent, within fifteen (15) days, in good faith, shall calculate what he believes to be the appropriate amount of the Withdrawing Defendant's Escrow Fund Share. Immediately following the calculation, the Escrow Agent shall provide his proposed Withdrawing Defendant's Escrow Fund Share calculation in writing to the Withdrawing Defendant, the Court, Settlement Class Counsel, Signatory Defendants' Counsel, all other Settling Defendants and the members of the Investment Committee.

Within thirty (30) days after the Escrow Agent's distribution of his written proposed Withdrawing Defendant's Escrow Fund Share, the appropriate calculation of said amount shall be set down for a hearing by the Court, with the Withdrawing Defendant, all Settling Defendants, including the Signatory Defendants, Settlement Class Counsel, the Escrow Agent, the Investment Committee members, and all other persons or entities which the Court reasonably deems to

be necessary parties being notified of said hearing. Following the hearing on this matter, the Court shall render an Order setting forth the Court's determination of the appropriate Withdrawing Defendant's Escrow Fund share, together with a per diem interest rate established by the Court from the Withdrawal Date to the date of payment, which shall constitute a Final Judgment. (Hereinafter, Case 2:00-x-00005-DPH Document 571-3 Filed 08/31/2007 the "Withdrawing Defendant's Escrow Fund Share Judgment"). When the Withdrawing Defendant's Escrow Fund Share Judgment becomes final, after the resolution of all appeals, the Escrow Agent will pay to the Withdrawing Defendant the amount so determined by the Court to be the appropriate Withdrawing Defendant's Escrow Fund Share, together with interest at the per diem rate established by the Court, from the Withdrawal Date to the date of payment.

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(c) After the expiration of the Reversionary Period, the Escrow Agent shall make disbursements from the Escrow Fund as provided above and as may be directed by the Court in order to implement the Settlement Agreement and the disbursement of funds thereunder, including, without limitation, disbursements to or for the Settlement Class Members.

(d) Notwithstanding Paragraphs (a), (b) and (c) hereof, the Escrow Agent shall only make a disbursement from the Escrow Fund in accordance with an Order of the Court directing such disbursement or in accordance with any Disbursement Schedules agreed to by the parties and approved by an Order of the Court. The parties agree to the Disbursement Schedule in Exhibit A of this Agreement.

5. TERMINATION OF ESCROW AGREEMENT AND DISBURSEMENT OF THE ESCROW FUND. Upon the termination of the Settlement Agreement (as provided for in the Settlement Agreement), and following a directive Order by the Court, this Agreement shall terminate and the Escrow Agent shall disburse the remaining Escrow Fund to the Signatory Defendants and the subsequent Settling Defendants, with the allocated share of the remaining Escrow Fund to be received by each Settling Defendant to equal the portion of the monies paid by such Settling Defendant into the Escrow Fund, with an allocable portion of the interest and other income earned on such sums from the date of deposit into escrow with the Escrow Agent, less each Settling Defendant's pro rata share of the disbursements previously paid from the Escrow Fund by the Escrow Agent and expenses (such as accrued expenses, taxes and investment fees) not yet paid but attributable to the amount to be transferred to the Settling Defendant (the "Settling Defendant's Escrow Fund Share"). Notwithstanding the foregoing, no Settling Defendant's Escrow Fund Share shall be paid by the Escrow Agent until the following payment approval judicial procedure is carried out. First, upon receiving a written direction from the Court to have each Settling Defendant's Escrow Fund Share calculated, the Escrow Agent, within fifteen (15) days, in good faith, shall calculate what he believes to be the appropriate amount of each Settling Defendant's Escrow Fund Share. Immediately following the calculation, the Escrow Agent shall provide his proposed Settling Defendants' Escrow Fund Shares calculation in writing to the Court, Settlement Class

Counsel, Signatory Defendants' Counsel, all other Settling Defendants and the members of the Investment Committee.

Within thirty (30) days after the Escrow Agent's distribution of his written proposed Settling Defendants' Escrow Fund Shares calculation, the appropriate calculation of said amount shall be set down for a hearing by the Court, with all Settling Defendants, including the Signatory Defendants, Settlement Class Counsel, the Escrow Agent, the Investment Committee members, and all other persons or entities which the Court reasonably deems to be necessary parties being notified of said hearing. Following the hearing on this matter, the Court shall render an Order setting forth the Court's determination of the appropriate Settling Defendants' Escrow Fund Shares, which shall constitute a Final Judgment. (Hereinafter, the "Settling Defendants' Escrow Fund Share Judgment"). When the Settling Defendants' Escrow Fund Share Judgment becomes final, after the resolution of all appeals, the Escrow Agent will pay to each of the Settling Defendants the amount of each Settling Defendant's Escrow Fund Share as so determined by the Court.

6. NON-OWNERSHIP OF THE ESCROW FUND; NO ASSIGNMENTS. It is the intention of the parties hereto that this Agreement is made upon the terms of the Settlement Agreement, Order No. 15, Order No. 16, the Final Order and Judgment, and subsequent Orders of the Court. Nothing herein shall be deemed to create, either expressly or by implication, any lien, claim, or right on behalf of any party to the Lindsey Action, any attorney representing any party to the

Lindsey Action, any Signatory Defendant, any Settling Defendant, or any other third party, whatsoever, or which could be construed as creating any third party rights of any kind or nature, in or to the Escrow Fund. The Escrow Fund monies shall not constitute the separate property of any such party or attorney or of any of the Signatory Defendants or of any of the Settling Defendants except when and as directed to be disbursed to a specific person or entity in accordance with an Order of the Court.

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Any attempted anticipation, assignment, pledge, hypothecation, encumbrance, sale or transfer of the Escrow Fund or any portion thereof or any interest therein by any party to the Lindsey Action, any attorney representing any such party, any third party, any Signatory Defendant or any Settling Defendant, shall be null and void. No portion of the Escrow Fund shall be subject to interference or control by any creditor of any party to the Lindsey Action, any attorney representing any party to the Lindsey Action, any Signatory Defendant or any Settling Defendant, or be subject to being taken or reached by any legal or equitable process in satisfaction of any debt or other liability of any such party, attorney, Signatory Defendant or Settling Defendant prior to the disbursement thereof to such party, attorney, Signatory Defendant or Settling Defendant in accordance with the provisions hereof, the Settlement Agreement and any Order of the Court.

7. MONTHLY REPORTS, INFORMATION, TAXES AND FINANCIAL RECORDS. The Escrow Agent shall provide to (i) the Court, in camera; (ii) the Settlement Class Counsel; (iii) the Signatory

Defendants' Counsel; (iv) the Investment Committee members; and (v) the additional Settling Defendants a Monthly Escrow Fund Status and Performance Report (the "Monthly Report") no later than the twentieth (20) day of each month for the preceding month; which shall include the following items and such other items as ordered by the Court:

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(a) the Escrow Fund balance as of the end of the preceding month;

(b) a journal of investment purchases together with the investment purchase price and value of all investments as of the end of the preceding month;

(c) the income generated by the Escrow Fund during the previous month, together with a rate of return calculation for the Escrow Fund; and

(d) any other documentation of the Escrow Fund's performance provided by the Escrow Agent or the investment consultant selected by the Investment Committee, as reasonably requested by the Settlement Class Counsel, the Signatory Defendants' Counsel, other Settling Defendants, the Investment Committee, or as directed by the Court.

The form of the Monthly Report shall be supplemented or changed at any time upon the request of the Settlement Class Counsel, the Signatory Defendants' Counsel or other Settling Defendants, the Investment Committee, and the consent thereto of all parties hereto, or as directed by the Court.

The Escrow Agent shall provide the Court, Settlement Class Counsel, all Settling Defendants and the Investment Committee with a formal fiduciary accounting on a calendar year basis, with the accounting being due by January 31st of the succeeding year.

The Settlement Class Counsel and the Settling Defendants shall provide the Escrow Agent with all information, and shall execute all documents, reasonably deemed necessary or desirable by the Escrow Agent to carry out his duties under this Agreement. The Escrow Agent shall cause to be prepared all income and other tax returns and reports necessary or desirable in order to comply with all tax and other laws, rules and regulations applicable to the Escrow Fund, and shall pay all taxes and charges lawfully due with respect to the income, assets and operation of the Escrow Fund. The Escrow Agent shall be responsible for any withholding of state or federal income tax from a payment or disbursement made under this Agreement.

As contemplated by Title XI of the Settlement Agreement, the Settlement Class Counsel, the Signatory Defendants' Counsel, the Settling Defendants and the Escrow Agent shall cooperate in causing the Escrow Fund, and any funds succeeding thereto, to meet all requirements of a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, and all regulations and rulings thereunder, so that payments into the Escrow Fund by the Signatory Defendants and all other Settling Defendants hereunder shall be federal income tax deductible. Additionally, the parties hereto agree to amend the terms of this

Agreement, effective from the date of establishment of this Agreement, in order to make the Escrow Fund meet all requirements of a Qualified Settlement Fund. The parties request that any person or court that is called upon to interpret the provisions of this Paragraph 7 bear in mind the parties' intention that the Escrow Fund established hereunder meet all requirements of a Qualified Settlement Fund.

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The Escrow Agent shall maintain all Escrow Fund financial, investment and disbursement books, documents and records.

8. RELiance, LIABILITY AND ESCROW AGENT STANDARD OF CARE.

The Escrow Agent shall be entitled to rely upon any written direction signed by any three of the members of the Settlement Class Counsel as constituting the proper action of the Settlement Class Counsel. Likewise, the Escrow Agent shall be entitled to rely upon any written direction signed by any three of the members of the Signatory Defendants' Counsel as constituting the proper action of the Signatory Defendants' Counsel or the Signatory Defendants. Moreover, the Escrow Agent shall be entitled to rely upon any written direction signed by any two of the members of the Investment Committee as constituting the proper action of the Investment Committee.

The duties of the Escrow Agent hereunder are only such as are herein specifically provided; and the Escrow Agent shall not be liable for any action taken by the Escrow Agent in good faith and in accordance with the terms of this Agreement. The Escrow Agent shall be fully protected in acting upon any written notice,

certificate, request, waiver, consent, proxy, certificate, receipt, authorization, power of attorney or other agreement, document or instrument which the Escrow Agent receives from the Settlement Class Counsel, the Signatory Defendants' Counsel or the Investment Committee to carry out his duties under this Agreement or which the Escrow Agent in good faith believes to be genuine and to have been signed or presented by the proper party or parties, or any Order of the Court. The Escrow Agent, in connection with his disbursement functions under this Agreement and all other duties assigned to the Escrow Agent by this Agreement, shall not be liable for any error in judgment, or for any act that he takes or fails to take in good faith, or for any mistake of fact or law, or for anything which he may do or refrain from doing in connection herewith, except for his own gross negligence or misconduct, so long as he has acted in good faith.

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In the event any dispute, conflict or question arises as to the construction of any provision hereof or of the Escrow Agent's duties hereunder, the Escrow Agent may consult with, and obtain advice from, legal counsel, or the Court, with notice of such consultations or obtaining advice to be provided beforehand to the Settlement Class Counsel and the Signatory Defendants' Counsel. Upon Court approval, the Escrow Agent shall be reimbursed from the Escrow Fund for all reasonable costs and reasonable fees incurred in obtaining such advice. The Escrow Agent shall incur no liability and shall be fully protected from any liability when acting in good faith in accordance with the written opinion and

instructions of such counsel or the Court. Copies of all such legal counsel opinions shall be made available to the Court and to other parties hereto. The Escrow Agent may, but shall not be required to, defend himself in any legal proceeding in respect of the Escrow Fund, or any part thereof. Upon periodic Court approval, the Escrow Agent shall be paid from the Escrow Fund for all reasonable fees and reasonable expenses incurred by the Escrow Agent in connection with any such defense or action.

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9. TERMINATION OR RESIGNATION. The Escrow Agent may be terminated with or without cause at any time by the Court, in its discretion, by recommendation of the Settlement Class Counsel or the Signatory Defendants' Counsel upon written notice; with the Escrow Agent's termination being effective within ten (10) days after such written notice or at such later date as is specified in the written notice. In addition, the Escrow Agent may resign and be discharged from his duties and obligations hereunder by giving notice of such resignation in writing, and specifying the date when such resignation shall take effect, which date shall not be less than ten (10) days after the date on which such notice is given. Notwithstanding the foregoing, the effective date of the Escrow Agent's resignation may be extended by the Court for an additional period, not to exceed forty-five (45) days. Upon the effective date of such termination or resignation, the Escrow Fund, and all Escrow Fund financial, investment and disbursement books, documents and records in the possession or control of the Escrow Agent, shall be delivered by the Escrow Agent to such party as may be designated

in writing by the Court. In addition, within fifteen (15) days after the effective date of such termination or resignation, the Escrow Agent shall provide a formal fiduciary accounting (the "Final Accounting") to all parties hereto and to the Court of the investments and disbursements from the date of the most recent formal fiduciary accounting (if any) to the effective date of such termination or resignation. Upon such delivery of the Escrow Fund and such provision of a Final Accounting, all of the Escrow Agent's obligations for future acts hereunder shall cease and terminate. However, the Escrow Agent's liability for acts prior to such termination or resignation, as limited hereunder, shall not be altered by his termination or resignation, or by his delivery of the Escrow Fund to a party designated by the Court or his presentation of the Final Accounting. If no such person shall have been designated to receive the Escrow Fund by the effective date of the Escrow Agent's termination or resignation, the Escrow Agent's sole responsibility thereafter shall be to deliver the Escrow Fund then held by him to the Court together with the Final Accounting, or to deliver the same to a person or entity designated by the Court together with the Final Accounting.

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10. INTERPLEADER. The Escrow Agent shall be required to make disbursements from the Escrow Fund only if such disbursements are authorized under the terms of this Agreement. Should any controversy arise with respect to this Agreement or with respect to any disbursement to be made from the Escrow Fund, the Escrow Agent shall have the right to consult counsel or the Court, after giving

prior notice to the Settlement Class Counsel and the Signatory Defendants' Counsel, and elect to do either or both of the following: (i) refuse to comply with any adverse or conflicting claims or demands made upon the Escrow Agent until such are resolved to the Escrow Agent's satisfaction; or (ii) file a lawsuit in interpleader or for instructions or for declaratory judgment or for such other relief in the Court to determine the rights of the parties. Should a bill of interpleader be instituted, or should the Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement or the Escrow Fund, the Escrow Agent shall be entitled to receive from the Escrow Fund, in addition to any charge made hereunder for acting as the Escrow Agent, reasonable attorneys' fees incurred by the Escrow Agent, and any other disbursements, expenses, losses, costs and damages in connection with and resulting from such litigation; provided, however, that the Escrow Agent shall not be entitled to such attorneys' fees incurred by him and expenses and other items set forth hereinabove in connection with and resulting from litigation in which Escrow Agent is involved if a judicial determination is made that such litigation arises out of Escrow Agent's own gross negligence or misconduct.

11. NOTICES. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or by Federal Express for

next day delivery, postage prepaid, or by facsimile transmission,
confirmed by delivery by any of the foregoing means, as follows:

A. If to the Settlement Class Counsel:

Margaret Moses Branch, Esq.
The Branch Law Firm
2025 Rio Grande Boulevard, N.W.
Albuquerque, New Mexico 87104
facsimile: (505) 243-3534

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Elizabeth J. Cabraser, Esq.
30th Floor - Embarcadero Center West
275 Battery Street
San Francisco, California 94111
facsimile: (415) 956-1008

Stanley M. Chesley, Esq.
Waite, Schneider, Bayless & Chesley Co.
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Cincinnati, Ohio 45202
facsimile: (513) 621-0262

Michael T. Gallagher, Esq.
Fischer, Gallagher & Lewis, Ltd.
70th Floor - Allied Bank Plaza
1000 Louisiana
Houston, Texas 70002
facsimile: (713) 654-5070

Ralph I. Knowles, Jr., Esq.
Doffermyre, Shields, Canfield & Knowles
1600 The Peachtree
1355 Peachtree Street
Atlanta, Georgia 30309
facsimile: (404) 881-3007

with a copy to:

Francis H. Hare, Jr.
Attorneys Information Exchange Group, Inc.
The ParkWoods Building
402 Office Park Drive, Suite 200
Birmingham, Alabama 35223
facsimile: (205) 803-4008

J. Michael Rediker, Esq.
Ritchie & Rediker
312 North 23rd Street
Birmingham, Alabama 35203-3878
facsimile: (205) 324-7830

and to the Court.

B. If to the Signatory Defendants' Counsel:

Deborah E. Greenspan, Esq.
Kenneth R. Feinberg & Associates
1120 Twentieth Street, N.W.
Suite 740 South
Washington, D.C. 20036
facsimile: (202) 962-9290

Richard M. Eittreim, Esq.
McCarter & English
100 Mulberry Street
Newark, New Jersey 07102
facsimile: (201) 624-7070

Peter W. Morgan, Esq.
Dickstein, Shapiro & Morin
2101 L Street, N.W.
Washington, D.C. 20037
facsimile: (202) 296-2092

with a copy to:

Frank C. Woodside, III, Esq.
Dinsmore & Schoel
1900 Chemed Center
255 East 5th Street
Cincinnati, Ohio 45202
facsimile: (513) 977-8141

and to the Court.

C. If to the Escrow Agent:

Edgar C. Gentle, III, Esq.
Gentle, Pickens & Landon
1928 First Avenue North
Suite 1500 - Colonial Bank Building
Birmingham, Alabama 35203
facsimile: (205) 716-3010

and to the Court.

D. If to the Investment Committee:

Edgar C. Gentle, III, Esq.
Gentle, Pickens & Landon
1928 First Avenue North
Suite 1500 - Colonial Bank Building
Birmingham, Alabama 35203
facsimile: (205) 716-3010

Todd M. Poland, Esq.
McCarter & English
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102-4096
facsimile: (201) 624-7070

Don Springmeyer, Esq.
PO Box 21330
Reno, NV 89515-1330 (for mail)

or
6490 S. McCarran Blvd.
Suite 28
Reno, NV 89509 (for hand deliveries
or overnight mail)
facsimile: (702) 825-1194

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and to the Court.

Any party may change the address for his or her receiving notice by notice given as herein provided.

12. ESCROW AGENT COMPENSATION. Upon Court approval, the Escrow Agent will receive as compensation from the Escrow Fund hourly fees according to the schedule of hourly fees for the Escrow Agent and his partners and associate attorneys communicated to the Court, Settlement Class Counsel, and the Signatory Defendants' Counsel. These hourly fees shall not exceed \$175 per hour for the Escrow Agent and his partners, without further Order of the Court, and they shall not exceed \$100 per hour for the Escrow Agent's associates, without further Order from the Court. In addition, upon Court approval, the Escrow Agent shall be reimbursed for all out-of-pocket expenses incurred in the administration of this Agreement. The Escrow Agent shall receive periodic payments from the Escrow Fund for hourly fees and expenses incurred by him for acting as an Escrow Agent, which shall be charged against the fees and expenses paid to him hereunder by Court Order at a subsequent

date, with the Escrow Agent to provide the Court, the Settlement Class Counsel and the Signatory Defendants' Counsel with statements for such fees and expenses at least twenty (20) days prior to paying them from the Escrow Fund.

Notwithstanding the foregoing provisions of this Paragraph 12, it is recognized and agreed that Edgar C. Gentle, III, and not his partners or associate attorneys, is the Escrow Agent for the Escrow Fund.

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13. DEFINITION OF TERMS. Terms not defined herein shall have the same meaning as set forth in Order No. 15 or the Settlement Agreement, as amended by Order No. 16.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties and there are no agreements, understandings, representations or warranties between the parties on the subject matter hereof other than those set forth herein and therein.

15. ESCROW FUND SITUS, GOVERNING LAW AND CHOICE OF FORUM. This Agreement and the Escrow Fund shall be governed by the laws of the then situs of the Escrow Fund (which may be changed from time to time). The initial situs of the Escrow Fund shall be the State of Alabama.

The parties agree that all claims or controversies arising out of this Agreement, or any of its terms, shall be resolved by the Court, and the parties, and each of them, hereby irrevocably submit to the jurisdiction of the Court for purposes of litigating all claims or controversies arising out of this Agreement, or any of

its terms, and waive any objection which they, or any of them, may have concerning either the jurisdiction or venue of the Court.

Notwithstanding the foregoing, should the Honorable Sam C. Pointer, Jr., United States District Judge ("Judge Pointer") no longer serve the Court, but should Judge Pointer nevertheless retain jurisdiction over the Lindsey Action or continue to preside over the Lindsey Action while serving another Federal Court, then, in that instance, all claims or controversies arising out of this Agreement, or any of its terms, shall be resolved by Judge Pointer.

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16. AMENDMENT OR TERMINATION. This Agreement may be amended or terminated only by a written instrument executed by the Escrow Agent, the Settlement Class Counsel, and the Signatory Defendants' Counsel, and approved by the Court following a hearing of which all parties hereto and all Settling Defendants receive reasonable, prior, written notification.

17. APPLICABILITY TO OTHER SETTLING DEFENDANTS. This Agreement shall apply to and bind a Settling Defendant that is not a Signatory Defendant only upon the Court's approval of this Agreement after its execution and delivery by all parties hereto, followed by the Settling Defendant's receiving written notice of such preliminary approval, and provided that the Settling Defendant does not object to the Agreement or its terms within thirty (30) days thereafter. Notwithstanding the foregoing, this Agreement shall apply to and bind the parties that have executed and delivered this Agreement upon Court approval hereof.

18. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

19. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be as of the 8th day of April, 1994, with it only becoming effective upon Court approval.

THE SETTLEMENT CLASS COUNSEL

By: _____
STANLEY M. CHESLEY
As Representative of the
Settlement Class Counsel

By: _____
RALPH I. KNOWLES, JR.
As Representative of the
Settlement Class Counsel

By: _____
MICHAEL T. GALLAGHER
As Representative of the
Settlement Class Counsel

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THE SETTLEMENT CLASS COUNSEL

By: 
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As Representative of the
Settlement Class Counsel

By: _____
RALPH I. KNOWLES, JR.
As Representative of the
Settlement Class Counsel

By: _____
MICHAEL T. GALLAGHER
As Representative of the
Settlement Class Counsel

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Page 28 of 37

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THE SETTLEMENT CLASS COUNSEL

By: _____
STANLEY M. CHESLEY
As Representative of the
Settlement Class Counsel

By: *Ralph I. Knowles, Jr.*
RALPH I. KNOWLES, JR.
As Representative of the
Settlement Class Counsel

By: _____
MICHAEL T. GALLAGHER
As Representative of the
Settlement Class Counsel

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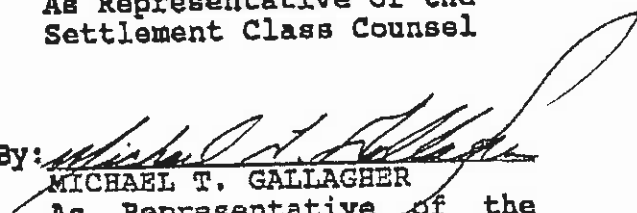
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THE SETTLEMENT CLASS COUNSEL


By: _____
STANLEY M. CHESLEY
As Representative of the
Settlement Class Counsel

By: _____
RALPH I. KNOWLES, JR.
As Representative of the
Settlement Class Counsel

By:  _____
MICHAEL T. GALLAGHER
As Representative of the
Settlement Class Counsel

THE SIGNATORY DEFENDANTS:

DOW CORNING CORPORATION

By: 
DEBORAH E. GREENSPAN
Its: Attorney

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MEDICAL ENGINEERING CORPORATION

By: _____
RICHARD M. EITREIM
Its: Attorney

BRISTOL-MYERS SQUIBB COMPANY

By: _____
RICHARD M. EITREIM
Its: Attorney

BAXTER HEALTHCARE CORPORATION

By: _____
PETER W. MORGAN
Its: Attorney

THE ESCROW AGENT:

EDGAR C. GENTLE, III

THE SIGNATORY DEFENDANTS:

DOW CORNING CORPORATION

By: _____
DEBORAH E. GREENSPAN
Its: Attorney

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MEDICAL ENGINEERING CORPORATION

By: Richard M. Eittreim
RICHARD M. EITTREIM
Its: Attorney

BRISTOL-MYERS SQUIBB COMPANY

By: Richard M. Eittreim
RICHARD M. EITTREIM
Its: Attorney

BAXTER HEALTHCARE CORPORATION

By: _____
PETER W. MORGAN
Its: Attorney

THE ESCROW AGENT:

EDGAR C. GENTLE, III

THE SIGNATORY DEFENDANTS:

DOW CORNING CORPORATION

By: _____
DEBORAH E. GREENSPAN
Its: Attorney

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MEDICAL ENGINEERING CORPORATION

By: _____
RICHARD M. EITTREIM
Its: Attorney

BRISTOL-MYERS SQUIBB COMPANY

By: _____
RICHARD M. EITTREIM
Its: Attorney

BAXTER HEALTHCARE CORPORATION

By: Peter W. Morgan
PETER W. MORGAN
Its: Attorney

THE ESCROW AGENT:

EDGAR C. GENTLE, III

THE SIGNATORY DEFENDANTS:

DOW CORNING CORPORATION

By: _____
DEBORAH E. GREENSPAN
Its: Attorney

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MEDICAL ENGINEERING CORPORATION

By: _____
RICHARD M. EITTREIM
Its: Attorney

BRISTOL-MYERS SQUIBB COMPANY

By: _____
RICHARD M. EITTREIM
Its: Attorney

BAXTER HEALTHCARE CORPORATION

By: _____
PETER W. MORGAN
Its: Attorney

THE ESCROW AGENT:

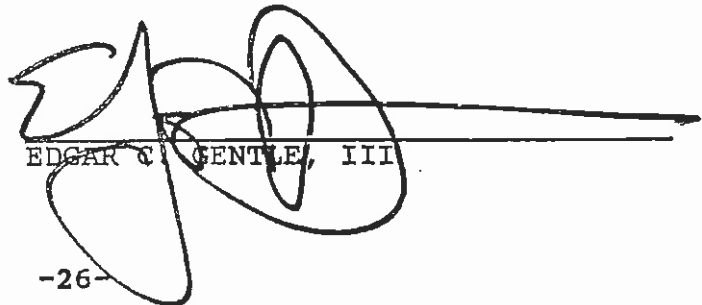

EDGAR C. GENTLE, III

EXHIBIT A

DISBURSEMENT SCHEDULE TO ESCROW AGREEMENT
DATED AS OF APRIL 8, 1994

Settlement Class Counsel and Signatory Defendants' Counsel agree that the Escrow Agent may make the following disbursements from the Escrow Fund under the following terms and conditions:

- (i) Wire transfers to the Claims Office Account in an amount not to exceed \$250,000 per wire transfer following notice to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least two (2) days in advance, and failure of any of them to object;
- (ii) Payments to APCO Associates, Inc., Spectrum Document Services and VoiceCom Systems, Inc. for Notice Program (as defined in Order No. 15) expenses following the Escrow Agent's submission of each bill therefor to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least seven (7) days in advance, and failure of any of them to object;
- (iii) Payment to other persons or entities for Notice Program expenses following the Escrow Agent's submission of each bill therefor to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least fourteen (14) days in advance, and failure of any of them to object;
- (iv) Postage advances to Spectrum Document Services for the mailing of settlement packets in connection with the global settlement, provided, however, that the Escrow Agent receives satisfactory written evidence that all such postage advances shall only be used for postage meter expenses in connection with said mailings, and provided that the Escrow Agent gives Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least two (2) days advance notice, and none of them object;
- (v) Payment of bills of the Claims Assistance Program, as defined in Order No. 17 (the "Claims Assistance Office") owed to AT&T for long distance telephone service or Cincinnati Bell Telephone for local telephone service, following the Escrow Agent's provision to Settlement Class Counsel, Signatory Defendants' Counsel and the Court of the summary sheets for each such telephone bill at least three (3) days in advance and failure of any of them to object;
- (vi) Payment of Claims Assistance Office rent for occupying Suite 445A of Central Trust Tower, Cincinnati, Ohio, on a month-to-month basis, following the Escrow Agent's provision of each rent statement therefor to Settlement

Class Counsel, Signatory Defendants' Counsel and the Court at least seven (7) days in advance and failure of any of them to object;

- (vii) Payment of the Claims Assistance Office telephone lease installments to AT&T Credit Corporation for leasing a Merlin Legend System due under the terms of that certain lease dated June 2, 1994, following the Escrow Agent's provision of each lease statement in connection therewith to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least seven (7) days in advance, and failure of any of them to object;
- (viii) Reimbursement payments to law firms sponsoring Claims Assistance attorneys (not to include Settlement Class Counsel) and paralegals for the following expenses, following (a) the submission of a reimbursement request by the sponsoring law firm to the Escrow Agent, together with written evidence indicating that Federal, State and local income tax withholdings have been made for the sponsored professional's salary, and reasonable written evidence indicating the amount of salary paid for the time period and the amount of residential housing rent paid by the sponsored professional during the time period; and (b) the Escrow Agent's submission of each reimbursement request to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least ten (10) days in advance, and the failure of any of them to object: (a) reimbursement of the actual amount of gross salary paid by the sponsoring law firm to each sponsored Claims Assistance Office professional for the time period involved; (b) reimbursement to the sponsoring law firm of a residential rent allowance paid to the sponsored Claims Assistance Office professional, not to exceed one-half of the actual rent owed by the sponsored professional for the time period involved; and (c) payment of a \$10,000 per professional per annum sponsored professional administrative fee, with only a ratable amount of this administrative fee, considering the duration of the reimbursement request period, to be paid in response to each reimbursement request.
- (ix) Payment of bills for Claims Assistance Office office supplies or expenses or temporary leased employees following the Escrow Agent's submission of each bill to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least seven (7) days in advance and failure of any of them to object;
- (x) Payment for employees leased by the Claims Assistance Office to prepare settlement packets for mailing to claimants, following the Escrow Agent's submission of

each bill to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least seven (7) days in advance and failure of any of them to object;

- (xi) Payment for employees leased for Judge Pointer to process opt-out forms in connection with the Settlement Agreement, following the Escrow Agent's submission of each bill therefor to Settlement Class Counsel, Signatory Defendants' Counsel and the Court at least seven (7) days in advance and failure of any of them to object;
- (xii) Payment of legal fees and reimbursement of legal fees charged by Gentle, Pickens & Landon, the Escrow Agent's law firm, for services rendered and disbursements incurred in connection with the Escrow Agent's performance under the Agreement, following the submission of each bill to the Court, Settlement Class Counsel and Signatory Defendants' Counsel at least twenty (20) days in advance and failure of any of them to object, and following the Court's rendering an Order authorizing such payment; and
- (xiii) Payment of all other expenses following (a) the Escrow Agent's provision of reasonable advance notice and documentation thereof to Settlement Class Counsel, Signatory Defendants' Counsel and the Court; (b) a hearing or conference call being held before the Court, with participation by Settlement Class Counsel and Signatory Defendants' Counsel, concerning each such expense; and (c) the Court's rendering of an Order authorizing the Escrow Agent to pay the same. Notwithstanding the foregoing, Settlement Class Counsel and Signatory Defendants reserve the right to ask for reconsideration of or other modification of any such Order and their right to appeal the same.

For purposes of the foregoing Schedule, delivery of documents to the Court, Settlement Class Counsel and Signatory Defendants' Counsel shall be deemed to occur (i) on the day they are telecopied; (ii) one business day after they are sent by overnight courier; and (iii) two business days after they are mailed by United States Mail, first class postage prepaid.

Notwithstanding the foregoing, Settlement Class Counsel and Signatory Defendants hereby delegate their supervisory duties concerning Escrow Fund expenditures, as described in this Disbursement Schedule, to the Investment Committee members other than the Escrow Agent (the "Investment Committee Party Representatives") for all disbursements for which the Escrow Agent seeks authority to disburse from the Escrow Fund with a projected disbursement date being on or after January 1, 1995 (the "Post-1994 Disbursements"). Accordingly, in connection with the Post-1994

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Disbursements, (a) the Escrow Agent's provision to the Investment Committee Party Representatives of the documentation otherwise required to be delivered to Settlement Class Counsel and Signatory Defendants' Counsel by this Disbursement Schedule shall be deemed to be provision thereof to Settlement Class Counsel and Signatory Defendants' Counsel; (b) failure of the Investment Committee Party Representatives to timely object to a proposed disbursement described in Paragraphs (i) through (xii), above, inclusive, shall be deemed to be failure of the Settlement Class Counsel and Signatory Defendants' Counsel to timely object; and (c) participation by the Investment Committee Party Representatives in the hearing or judgment or order described in Paragraphs (i) through (xii), above, shall be deemed to be participation by Settlement Class Counsel and Signatory Defendants' Counsel.

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