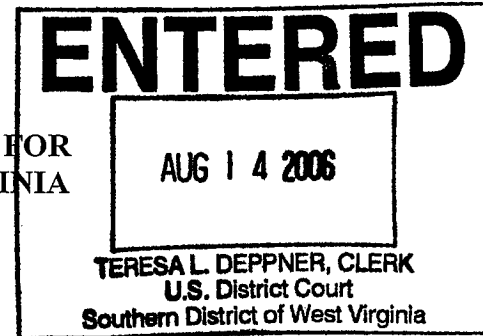


IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF WEST VIRGINIA

CHARLESTON DIVISION

IN RE SERZONE PRODUCTS LIABILITY  
LITIGATION

MDL NO. 1477  
Hon. Joseph R. Goodwin



**ORDER AMENDING FUNDING REQUIREMENTS OF THIRD AMENDED  
SETTLEMENT AGREEMENT**

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, based on the motion of Bristol-Myers Squibb Company ("BMS"), and for the reasons set forth therein, that Bristol-Myers Squibb Company ("BMS") will provide funding as of August 14, 2006, or as soon thereafter as is reasonably practical, to the Qualified Settlement Fund ("QSF") established herein in an amount sufficient to pay all Claimants who have received final settlement award determinations from the Claims Administrator, who the Claims Administrator is prepared to pay and who have not appealed the Claims Administrator's benefit determinations, subject to the "hold back" provisions in Section 7.12 of the Third Amended Settlement Agreement. The Claims Administrator shall advise BMS as early as possible on August 14, 2006 as to the amount of funds necessary to make these payments. BMS will thereafter provide such additional funding to the "QSF" as may be necessary to pay all Claimants who may thereafter receive final approved settlement benefit determinations from the Claims Administrator, together with necessary administrative expenses. The Claims Administrator shall advise BMS by 5 PM Eastern Time on the first business day of every month thereafter, starting with September 1, 2006, of such additional amounts necessary to pay all final approved claims and necessary

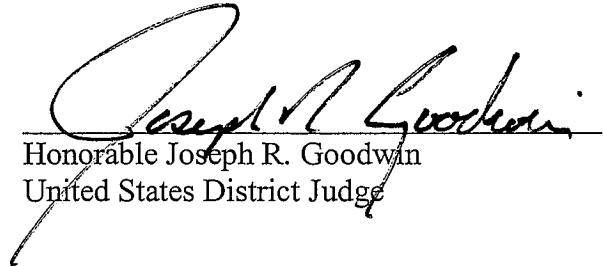
administrative expenses incurred in the preceding calendar month, and BMS shall thereafter have ten business days in which to make such payments to the QSF.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT BMS shall have no obligation to fund the QSF in an amount in excess of the sums needed to pay 1) all final approved benefit determinations reflected in "Notice of Claims" as provided in the Escrow Agreement (including Exhibit A thereto); 2) all approved "Orders to Pay the Claims Administrator" as provided in the Escrow Agreement (including Exhibit B thereto); and 3) any approved "Direction to Pay Other Expenses, Costs and Fees" as provided in the Escrow Agreement (including Exhibit C thereto.) BMS will make payment to the QSF as necessary to meet these obligations, but is not required to make any additional payments. The purpose of the QSF remains unchanged, and the settlement fund shall remain under the jurisdiction of this Court.

This order does not alter BMS's responsibility to pay all claimants in full, consistent with the award of the Claims Administrator and the appeal process, subject to liens and other controlling terms of the Third Amended Settlement Agreement, and to pay all necessary administrative expenses, and to pay class counsel such amount as the Court ultimately determines to be their reasonable fee and expenses. All payment procedures set forth in the Escrow Agreement continue to apply, and other provisions of the Third Amended Settlement Agreement remain in full force and effect, and are not modified hereby. BMS has, however, advised this Court that it is waiving the "Back End Termination Rights" provided by the Third Amended Settlement Agreement.

The Clerk is hereby directed to send a certified copy of this order to liaison and lead counsel for BMS and class counsel.

Entered this 14 day of August, 2006.



Honorable Joseph R. Goodwin  
United States District Judge