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**Second Amended and Restated**

**Depository Trust Agreement**

**Among**

**Dow Corning Corporation,  
The Tort Claimants' Committee,  
The Claimants' Advisory Committee,  
And Wells Fargo Bank, National Association  
(successor by consolidation to Wells Fargo Bank Texas, N. A.), as the Trustee**

**Pursuant to the  
Amended Joint Plan of Reorganization of  
Dow Corning Corporation  
Dated February 4, 1999**

**Reorganized Debtor in Chapter 11 Case No. 95-20512  
In the United States Bankruptcy Court  
For the Eastern District of Michigan  
Northern Division**

**Dated as of June 1, 2004**

**(Originally dated March 27, 2001 and Incorporating all changes made in:  
the First Amendment to the Depository Trust Agreement, dated July 3, 2001,  
the Second Amendment to the Depository Trust Agreement, dated October 19, 2001,  
the Third Amendment to the Depository Trust Agreement, dated December 11, 2001,  
the Fourth Amendment to the Depository Trust Agreement, dated April 30, 2002,  
the Fifth Amendment to the Depository Trust Agreement, dated December 31, 2002, and  
the Amended and Restated Depository Trust Agreement dated February 28, 2003)**

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## **DEPOSITORY TRUST AGREEMENT**

This Second Amended and Restated Depository Trust Agreement (the "Trust Agreement") is hereby amended and restated among Dow Corning Corporation, a Michigan corporation, Debtor and as reorganized pursuant to the confirmed Amended Joint Plan of Reorganization in Case Number 95-20512 in the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division (the "Court"), as trustor ("Dow Corning"), the Official Committee of Tort Claimants (the "Tort Committee"), and the Trustee named on the signature pages hereof (the "Trustee"), pursuant to the Amended Joint Plan of Reorganization of Dow Corning dated as of February 4, 1999, as amended, modified or supplemented from time to time (the "Plan"). As soon as possible, on or after the Effective Date of the Plan (the "Effective Date") or upon its appointment after the Effective Date, the Claimants' Advisory Committee (the "Claimants' Advisory Committee") designated pursuant to the Settlement Facility and Fund Distribution Agreement (the "Settlement Facility Agreement") shall also execute and become a party to this Trust Agreement in place of the Tort Committee.

### **Recitals**

A. On May 15, 1995, the Debtor filed a petition for reorganization under Chapter 11 of the Bankruptcy Code in the Court.

B. The Plan provides for the resolution of certain Personal Injury Claims pursuant to the Settlement Facility Agreement and the Litigation Facility Agreement after the Effective Date.

C. Section 7.4 of the Plan provides, among other things, for an escrow to pay for administrative expenses of the Settlement Facility and/or the Litigation Facility that are incurred during the pendency of any appeals of the Confirmation Order (i.e., before the Effective Date).

D. The parties entered into this Trust Agreement prior to the Effective Date to provide for the Escrow Account (the "Escrow Account") as contemplated by Section 7.4 of the Plan.

E. The parties entered into the First Amendment to Depository Trust Agreement, dated July 3, 2001, the Second Amendment to Depository Trust Agreement, dated October 19, 2001, the Third Amendment to the Depository Trust Agreement, dated December 11, 2001, the Fourth Amendment to the Depository Trust Agreement dated April 30, 2002, the Fifth Amendment to the Depository Trust Agreement dated as of December 31, 2002 and the Amended and Restated Depository Trust Agreement dated as of February 28, 2003 (together the "Amendments"). The Trust Agreement, together with the Amendments as herein amended and restated shall hereafter be referred to as the Trust Agreement.

The parties desire to enter into this Second Amended and Restated Depository Trust Agreement to incorporate the Amendments and to further amend and clarify the Trust Agreement.

NOW, THEREFORE, in accordance with the Plan, it is agreed as follows:

## **Article I** **Definitions**

1.01 Incorporation Of Definitions. Unless the context otherwise requires, all capitalized terms used in this Trust Agreement and not otherwise defined herein shall have the meanings assigned to them in the Plan, the Disclosure Statement, the Settlement Facility Agreement, the Funding Payment Agreement, the Litigation Facility Agreement, the Insurance Allocation Agreement and the Bankruptcy Code, in that order, which definitions are incorporated herein by this reference.

### 1.02 Additional Definitions.

(a) “Escrow Account Trustee Direction” applies to all activities of the Trustee before the Effective Date and means: (i) with respect to any disbursement made hereunder or execution of any document contemplated by Article VI, a written direction, delivered to the Trustee and signed by the Claims Administrator, (ii) with respect to all other functions, excluding investment instructions to the Trustee and those functions set forth in Section 1.02(a)(iv), a written direction delivered to the Trustee and signed by a member of the Finance Committee; (iii) with respect to investment or settlement instructions, a written direction delivered to the Trustee and signed by an Investment Manager or Managers identified by the Interim Financial Advisor or the Financial Advisor after its appointment by the Finance Committee and approval by the District Court and (iv) with respect to a termination in accordance with Section 6.08(a) or (b), a written direction, delivered to the Trustee and signed jointly by the Plan Proponents or an order of the Court.

(b) Notwithstanding anything in Section 1.02(a) to the contrary, solely with respect to the withdrawal of funds for purchase of Australian dollars in accordance with Section 6.02(g)(i), an Escrow Account Trustee Direction shall mean a written direction delivered to the Trustee and signed by the Financial Advisor.

Any Escrow Account Trustee Direction constituting a standing instruction and given under Article VI shall remain in effect after the Effective Date unless and until it is revoked by the person or entity which provided such Escrow Account Trustee Direction.

(c) “Trustee Direction” applies to all activities of the Trustee or the Paying Agent on and after the Effective Date and means: (i) with respect to any disbursements made hereunder or the execution of any document contemplated hereby, including disbursements for administrative costs of the Litigation Facility and payments required to be made under the Class 6A through 6C Settlement Agreements and the Funding Payment Agreement, a written direction delivered to the Trustee or the Paying Agent and signed by the Claims Administrator, (ii) with respect to investment or settlement instructions, a written direction delivered to the Trustee and signed by the Financial Advisor or an Investment Manager or Managers, identified by the Financial Advisor, (iii) with respect to payment of expenses of the Litigation Facility, a written direction delivered to the Trustee and signed by the Claims Administrator, (iv) with respect to all other functions, including but not limited to the payment of settlements and judgments under the Litigation Facility, but excluding those set forth in Section 1.02(c)(v) and (vi) below, a written

direction delivered to the Trustee and signed by a member of the Finance Committee, (v) with respect to tax allocations, a written direction delivered to the Trustee and signed by the Financial Advisor and (vi) with respect to the order of payments from sub-accounts of the Trust Account in Section 5.04, a written direction delivered to the Trustee and signed by the Financial Advisor.

(d) Notwithstanding anything in Section 1.02(c) to the contrary, solely with respect to the withdrawal of funds for Australian dollars in accordance with Section 6.02(g)(i) and any disbursement of funds on deposit in the sub-account established pursuant to Section 6.02(g) for the payment of claims and the payment of amounts in connection with the Administrative Fund as described in Paragraph 7(k) of the Australian Motion by Plan Proponents (as hereafter defined) in accordance with the Australian Settlement Option (as hereinafter defined), a Trustee Direction shall mean a written direction delivered to the Trustee and signed by the Claims Administrator with a copy of the Australian Settlement Order (as hereinafter defined) and a letter signed jointly by the Plan Proponents or their designated representatives approving the disbursement.

(e) Notwithstanding anything in this Section 1.02(c) to the contrary, solely with respect to the payment of claims and the payment of amounts in connection with paragraph (m) of the Australian Motion by Plan Proponents (as hereinafter defined), a Trustee Direction shall mean a written direction delivered to the Trustee and signed by the Claims Administrator with a copy of the Australian Motion by Plan Proponents and a letter signed jointly by the Plan Proponents or their designated representative approving the disbursement.

(f) Any Escrow Account Trustee Direction or any Trustee Direction (each a "Direction") delivered hereunder shall state that it is being delivered in accordance with this Trust Agreement. If the Finance Committee is delivering the Direction, the Finance Committee shall certify that the Direction was approved by a majority of the members of the Finance Committee. If the Claims Administrator is delivering the Direction, the Claims Administrator shall sign the Direction in its capacity as Claims Administrator. The Claims Administrator may delegate his or her authority to a member of the Settlement Facility staff in a Direction signed by the Claims Administrator. If the Direction is being delivered by the Plan Proponents, it shall be signed jointly by both Plan Proponents. If a Direction is being delivered by an Investment Manager, each Investment Manager's first Direction shall be accompanied by a Direction from the Interim Financial Advisor or the Financial Advisor, as appropriate, identifying the Investment Manager. If the Direction is being delivered by the Financial Advisor, the Financial Advisor's first Direction shall be accompanied by a copy of the District Court order approving the appointment of the Financial Advisor.

1.03 "Trustee Plan Documents" means the Funding Payment Agreement attached as Exhibit A, the Settlement Facility Agreement attached as Exhibit B, the funding provisions of the Class 6A-6C Settlements attached as Exhibit C, Motion by Plan Proponents To Approve Claim Processing in Australia For Certain Breast Implant Claimants in Classes 6.1 and 7, To Cap Liability Therefore, To Reserve Pending Confirmation Appeals By Australian Claimants, And For Expedited Consideration (the "Australian Motion by Plan Proponents") as approved by Order of the District Court dated July 17, 2003 (the "Australian Settlement Order"). The Motion by Plan Proponents together with the Australian Settlement Order are hereinafter collectively known as the "Australian Settlement Option" attached hereto as Annex C and this Trust

Agreement. The Trustee shall be charged with knowledge of the Trustee Plan Documents and their related definitions found in the Plan as such documents may be amended from time to time and delivered jointly by the Plan Proponents or the Debtor's Representatives and Claimants' Advisory Committee to the Trustee.

1.04 "Plan Proponents" means Dow Corning and the Tort Committee. Notwithstanding anything to the contrary contained in this Agreement after the Effective Date, any references to the Plan Proponents shall refer to the Debtor's Representative, Dow Corning and Claimants' Advisory Committee.

1.05 "Investment Manager" means an investment manager identified in a Direction from either the Interim Financial Advisor or the Financial Advisor, as appropriate, selected from the Investment Managers identified in Exhibit D.

1.06 "Financial Advisor" shall mean the person, persons, or entity appointed pursuant to Section 4.04 of the Settlement Facility Agreement. Initially, Crowe Chizek and Company LLC has been appointed as Financial Advisor pursuant to Section 4.04 of the Settlement Facility Agreement.

1.07 "Interim Financial Advisor" means Edgar C. Gentle, III, Esq., who will continue to serve in such capacity under the supervision of the Finance Committee consistent with the Order of the District Court appointing the Finance Committee until the appointment of the Financial Advisor. Upon the appointment by the Finance Committee and the approval of the District Court of the Financial Advisor, the Interim Financial Advisor shall cooperate with the Financial Advisor to provide a smooth and orderly transition of all of his duties to the Financial Advisor. This transition shall include the relinquishment of all of his duties in connection with the investment and management of the funds including, without limitation, coordination of the Investment Managers, advice and the amendment of the investment management contracts, as soon as practicable, to reflect the Financial Advisor as a signatory party in place of the Interim Financial Advisor. The transition shall also include the transfer of all trust tax records and, to the extent necessary as requested by the Financial Advisor, cooperation in the filing of the trust tax returns and the payment of trust taxes. This transition period shall be completed no later than 90 days from the date of the District Court Order approving the appointment of the Financial Advisor. Upon receipt of the first Direction after the receipt of the District Court Order appointing the Financial Advisor, the Trustee shall no longer be authorized to take any Directions from the Interim Financial Advisor.

1.08 "Paying Agent" means Wells Fargo Bank, National Association (successor by consolidation to Wells Fargo Bank Texas, N.A.), or its successor, performing the functions and duties of paying agent pursuant to Section 3.01(b), such capacity to be separate from the capacity of Trustee.

## **Article II** **Declaration of Trust**

2.01 Creation Of Trust. Dow Corning and the Tort Committee hereby establish the trust (the "Trust") and hereby appoint Wells Fargo Bank, National Association (successor by

consolidation to Wells Fargo Bank Texas, N.A.) to serve as Trustee of the Trust. The name of the trust is Settlement Facility-Dow Corning Trust.

(a) The Trustee hereby accepts such appointment and agrees to accept and hold in trust all assets transferred under this Trust Agreement.

(b) The Trustee, on behalf of the Trust, hereby accepts the payment, contribution, transfer and assignment of all assets, whether heretofore or hereafter received, as assets of the Trust hereunder and agrees to receive, hold, settle, invest, liquidate and distribute such assets, in furtherance of the purposes of the Trust and in accordance with the provisions of the Trustee Plan Documents, the Litigation Facility Agreement, and the Plan.

2.02 Beneficiaries. The beneficiaries (“Beneficiaries”) of the Trust under Article V are all Settling Personal Injury Claimants whose Claims are being Allowed under the terms of the Settlement Facility Agreement and all Non-Settling Personal Injury Claimants whose Claims are being settled by the Litigation Facility. Nothing in this Section is intended to affect any rights of Settling and Non-Settling Personal Injury Claimants under the Plan, the Settlement Facility Agreement, and/or the Litigation Facility Agreement.

### 2.03 Purposes Of The Trust

The sole purposes of the Trust are:

(a) Before the Effective Date, to (i) receive, hold in escrow, safe-keep and invest amounts deposited under Article IV and (ii) pay certain administrative expenses of the Settlement Facility and/or the Litigation Facility, the Trust and the Trustee in accordance with and subject to Article VI and Section 7.4 of the Plan and to pay certain administrative expenses of the Australian Settlement Option in accordance with the terms outlined by the Australian Motion by Plan Proponents.

(b) On and after the Effective Date (i) to receive, hold, safe-keep and invest amounts deposited under Article IV and amounts held in the Escrow Account under Article VI after the Escrow Account is terminated pursuant to Section 6.08(a) in accordance with Article V, the Litigation Facility Agreement and the Trustee Plan Documents, (ii) to issue payments and disburse funds upon receipt of a Trustee Direction for payments to be made in accordance with the Settlement Facility Agreement, the Litigation Facility Agreement, and the Australian Settlement Option and (iii) to pay certain administrative expenses of the Settlement Facility and/or the Litigation Facility, the Trust and the Trustee in accordance with and subject to Article V and to pay certain administrative expenses of the Australian Settlement Option in accordance with the terms outlined in the Australian Motion by Plan Proponents, including payments made in accordance with paragraph (m) of the Australian Motion by Plan Proponents

(c) At all times to qualify as a Qualified Settlement Fund (“QSF”) pursuant to Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder; and

(d) To fund operations of the Office of the Claims Administrator and to act as determined by the Claims Administrator to effectuate the terms and provisions of the Settlement Facility Agreement.

**Article III**  
**Trustee and Paying Agent**

3.01 Qualification To Serve. (a) There shall be a single Trustee of the Trust. The Trustee shall be a bank organized and doing business under the laws of the United States of America, any state thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers (including, but not limited to, in the State of Texas), having a combined capital and surplus of at least \$100,000,000, and subject to supervision and examination by a federal or state authority. Additionally, the Trustee shall also be a major financial institution which, when taken as a whole with its affiliates (together, "Trustee Bank") has a long-term debt rating of A or better or its equivalent by Moody's, Standard and Poor's and Fitch at appointment and which Trustee Bank meets the following requirements established in connection with the Plan: such financial institution (i) reports on its TA-2 Report to the Office of the Controller of the Currency or the equivalent regulatory report for state banks that it has approximately a total of \$500 billion dollars of corporate debt for which it acts as Trustee, (ii) has a dedicated corporate and institutional trust business line with a staff trained and specializing in corporate trust administration of at least 50 professionals, (iii) the ability to perform all of the required services of both the Trustee and the Paying Agent within the institution with the assistance of its affiliates (and without contracting non-affiliates), (iv) has a national branch system that will allow claimants to cash their checks at any branch across the United States (without the need for a bank account), (v) is part of an international correspondent banking network which offers services in most foreign currencies and in most countries necessary for foreign payments, (vi) has demonstrated experience in handling bankruptcy claims payment or similar payments and processing in substantially similar matters and (vii) has experience in safekeeping, book-entry, investment on a large scale and performs its own settlement and custody functions. The Trustee may not assign its rights or obligations hereunder.

3.02 Term Of Service. The Trustee shall serve until termination of the Trust in accordance with Section 7.03 hereunder, subject to its resignation or removal as set forth herein.

(a) The Trustee may resign at any time on at least sixty (60) days prior written notice of resignation to the Finance Committee, the District Court, the Plan Proponents, and the Claimants' Advisory Committee, provided, however, that the resignation shall not become effective until a successor Trustee has been appointed hereunder; and

(b) The Trustee may be removed from office at any time by the Finance Committee subject to the approval of the District Court.

3.03 Appointment Of Successor Trustee.

(a) In the event of a resignation or removal of the Trustee before the Effective Date, the Finance Committee working with the Plan Proponents shall appoint a successor Trustee. If the Trustee resigns or is removed after the Effective Date, the Finance Committee shall appoint a successor Trustee with the approval of the District Court. If, upon resignation of

the Trustee, a successor Trustee has not been appointed within sixty (60) days after written notice of the resignation of the Trustee, the Trustee may apply to the District Court for appointment of a successor Trustee. A successor Trustee must meet the qualifications set forth in Section 3.01 of this Trust Agreement.

(b) Upon the acceptance of office by any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee under this Trust Agreement shall be vested in and undertaken by the successor Trustee without any further act being required.

3.04 Compensation And Expenses Of Trustee. Prior to the Effective Date the Trustee shall be compensated for performing its services under Article VI of this Trust Agreement in the manner and in the amount set forth in Annex A-1 to this Trust Agreement. The Trustee shall also be reimbursed as set forth in Annex A-1 for any reasonable out-of-pocket expenditures related to performing such services and for the reasonable costs of any agents or attorneys retained by the Trustee in accordance with Section 3.10 hereof. On and after the Effective Date, the Trustee shall be compensated for performing its services under Article V of this Trust Agreement in the manner and in the amount set forth in Annex A-2 to this Trust Agreement. The Trustee shall also be reimbursed as set forth in Annex A-2 for any reasonable out-of-pocket expenditures related to performing such services and for the reasonable costs of any agents or attorneys retained by the Trustee in accordance with Section 3.10 hereof.

3.05 Merger, Conversion, Consolidation Or Succession To Business Of Trustee. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided, however, that such corporation shall be eligible under the provisions of Section 3.01 hereof. Such successor Trustee shall be bound to the fees set forth on Annex A-1 and A-2.

3.06 Indemnification/Liability Of Trustee.

(a) So long as the Trustee and its officers, directors, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") act in accordance with an Escrow Account Trustee Direction or a Trustee Direction, as appropriate under Section 1.02, the Indemnified Parties who were or are a party, or are threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding of any kind, whether civil, administrative or arbitrative, and whether brought by or against (i) the Trust, (ii) with respect to a Trustee, by reason of such Trustee being or having been a Trustee of the Trust, or by reason of such Trustee serving or having served in any capacity at the request of and on behalf of the Trust, or (iii) with respect to any other Indemnified Party, by reason of such Indemnified Party serving or having served in any capacity at the request of and on behalf of the Trust, shall be indemnified by the Trust against the expenses, costs and fees (including reasonable attorneys' fees and expenses), judgments, awards, costs, amounts paid in settlement, and liabilities of all kinds incurred by such Indemnified Party in connection with or resulting from such action, suit, or proceeding if the Indemnified Party acted in good faith, without negligence or willful misconduct, provided, however, that such good faith, negligence or willful misconduct shall be



determined based upon, among other factors relevant thereto, the Trustee's charged knowledge of the Trustee Plan Documents and provided, further, that with respect to the duties of the Trustee set forth in Annex B attached, the Trustee may not rely on a Direction to insulate it from liability for its bad faith, negligence or willful misconduct in performing the tasks set forth therein.

(b) An indemnification under Section 3.06(a) of this Trust Agreement shall be made by the Trust upon a determination that indemnification of such Indemnified Party is proper under the circumstances. Such determination shall be made by a majority vote of the members of the Finance Committee who were not parties to such action, suit, or proceeding, if at least two such Committee members were not parties; otherwise, the determination will be made by independent legal counsel ordered by the District Court to make such determination, or by the District Court. The Trustee has the right to contest such determination in the District Court.

(c) Reasonable expenses, costs and fees (including attorneys' fees) incurred by or on behalf of an Indemnified Party in connection with any such action, suit, or proceeding, whether civil, administrative or arbitrative, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount unless it shall be determined ultimately that such person is entitled to be indemnified by the Trust.

3.07 Reliance By Trustee; Duties And Rights. In administering the Trust, the Trustee may rely conclusively and without further investigation upon receipt of a Direction or any instruction or direction given to the Trustee by any person authorized pursuant to a Direction, except as otherwise stated in Sections 1.02 and 3.06. If at any time the Trustee shall need clarification of a Direction about the action to be taken or omitted in connection with a Direction, the Trustee shall be entitled to request clarification from the party or parties providing such Direction and shall be entitled to rely on such clarification, except with respect to a Direction given under Section 1.02(a)(iv), such clarification shall be jointly provided by the Plan Proponents. The Trustee may conclusively rely, as to the truth of statements and correctness of the opinions or statements expressed therein, upon any certificate or opinions and any Direction furnished to the Trustee, but in the case of any such Direction, certificates, or opinions which are specifically required or permitted to be furnished to the Trustee by any provision hereof, the Trustee shall be under a duty to examine the same to determine whether they conform to the Trustee Plan Documents. Notwithstanding the foregoing, after the Effective Date the Trustee may conclusively rely on the fact that (i) any claim submitted for payment in a Trustee Direction from the Claims Administrator constitutes an Approved Claim as defined in the Settlement Facility Agreement or (ii) that any claim submitted for payment in a Trustee Direction from the Finance Committee constitutes an Allowed Claim under the Litigation Facility Agreement.

3.08 Trustee's Rights And Duties. The Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement and, subject to the terms of this Trust Agreement, use the same degree of care and skill as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct except that:

(a) Neither the Trustee nor any of its affiliates shall have authority or duty to manage, select or liquidate the investment securities or other assets of the Trust unless the Trustee, in its individual capacity, or any of its affiliates, is acting as Financial Advisor or an Investment Manager under the Plan. Neither the Trustee nor any of its affiliates shall be required to diversify the assets of the Trust and shall not incur personal liability whatsoever, in tort, contract, or otherwise, due to any such lack of diversification of the assets of the Trust unless the Trustee, in its individual capacity, or any of its affiliates is acting as Financial Advisor or an Investment Manager under the Plan;

(b) No successor Trustee shall be in any way responsible for the acts or omissions of any predecessor Trustee in office prior to the date on which such successor becomes Trustee;

(c) No Trustee shall be liable except for the performance of such duties and obligations as are specifically set forth herein and in all the Annexes which are made a part hereof and such duties and obligations as are reasonably incidental thereto and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee;

(d) The Trustee shall perform all of the services set forth in Annex B hereto and as described in the Trustee Plan Documents;

(e) The Trustee shall not be liable for any error of judgment made in good faith;

(f) The Trustee may rely and shall be protected in acting upon any Direction, resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and

(g) Any person dealing with the Trustee shall look only to the assets of the Trust to satisfy any liability incurred by the Trustee to such person in carrying out the terms of this Trust, and the Trustee shall have no personal or individual obligation to satisfy any such liability.

(h) The Trustee shall give prior notice to the Finance Committee, the Debtor's Representative, Dow Corning and the Claimants' Advisory Committee of any proposed corporate organizational change of Wells Fargo Bank, National Association or any change of location of the corporate trust administration of this Trust or the operational facilities to a location other than those set forth in Section 7.05 hereof.

3.09 Reliance By Persons Dealing With Trust. Any person dealing with the Trust may rely in good faith upon any certificate or other instrument signed by the Trustee, without the necessity of further inquiry by such person into the authority of the Trustee to act on behalf of the Trust.

3.10 Trustee May Consult Advisors. The Trustee may consult with and is entitled to retain its own counsel to advise it in connection with its duties hereunder. The Trustee may also consult with the agents, accountants, auditors and other professionals retained by the Interim

Financial Advisor, the Financial Advisor or the Finance Committee, as appropriate. The Trustee shall be entitled to rely on the advice or opinion of such attorneys, agents and professionals and such advice or opinion shall be full and complete protection in respect of any action taken or suffered by the Trustee and its agents in good faith and in reliance on and in accordance with such advice or opinion. If a conflict of interest exists between the Trustee and the Interim Financial Advisor, the Financial Advisor or the Finance Committee or the professionals retained by either of them, the Trustee may retain its own professionals with the prior approval of the Financial Advisor or the Finance Committee as appropriate (which approval shall not be unreasonably withheld). The Trustee may subcontract for services it is required to provide hereunder, provided that if any such subcontractor is not an affiliate (at least 80% owned or co-owned) of the Trustee, such subcontract shall be subject to the prior approval of the Interim Financial Advisor or the Financial Advisor, if appointed, during the operation of Article VI or the Finance Committee during the operation of Article V.

3.11 Bond. The Trustee shall not be required to post any bond or other form of surety unless otherwise ordered by the District Court.

3.12 Paying Agent. Wells Fargo Bank, National Association (successor by consolidation to Wells Fargo Bank Texas, N.A.), or its successor as provided below, shall serve as the Paying Agent of the Trust responsible for distribution of payments as specified in Section 7.02 of the Settlement Facility Agreement, and as provided in Section 5.04 and Annex B – Part II. In connection with performing such payment distribution functions and duties, the Paying Agent shall be entitled to (i) compensation and expense reimbursement as provided in Annex B and (ii) the same rights of reliance as provided to the Trustee in Section 3.07, Section 3.10, Section 3.08(b),(c),(e),(f) and (g) and indemnification in Section 3.06. The Paying Agent shall be liable for its negligence or willful misconduct in the performance of its functions and duties hereunder, but shall not be subject to the Trustee’s duty of care when acting in its capacity as Paying Agent as specified herein and in accordance with a Direction. The Trustee shall not be responsible in that capacity for the performance of the Paying Agent’s functions or duties hereunder, or for the distribution of claim payments. The Paying Agent may resign at any time on at least sixty (60) days prior written notice of resignation to the Finance Committee, the District Court, the Plan Proponents, and the Claimants’ Advisory Committee, provided, however, that the resignation shall not become effective until a successor Paying Agent has been appointed hereunder. The Paying Agent may be removed from office at any time by the Finance Committee subject to the approval of the District Court and the Finance Committee shall appoint a successor who meets the qualifications set forth in 3.01(a) above. No resignation or removal shall be effective until the appointment of a successor Paying Agent. If no successor Paying Agent is appointed within thirty (30) days following any resignation or removal of the Paying Agent, the Paying Agent shall be entitled to petition the District Court, to obtain such court’s appointment of a successor Paying Agent hereunder. The Trustee and Paying Agent may be the same or different institutions as provided in Section 7.02 of the Settlement Facility Agreement. In determining whether to use separate institutions for these functions, the Finance Committee should be able to demonstrate to the District Court that approval of such change will not result in potential investment inefficiency and loss resulting from a change to separate institutions and that such change will not result in any delay in payments to Claimants or affect the Claimants’ prompt receipt of payment.

## **Article IV** **Funding**

### 4.01 Pre-Effective Date Funding.

(a) (i) As promptly as practicable after the execution by all parties (other than the Claimants' Advisory Committee) of this Trust Agreement (the "Execution Date"), Dow Corning, in accordance with Section 7.4 of the Plan, shall initially pay into the Escrow Account, established pursuant to Section 6.02 of this Trust Agreement, thirty million dollars (\$30,000,000) from the Dow Corning MDL Escrow Account which amount shall be credited against the initial Escrow Budget established pursuant to Section 6.03; (ii) As promptly as possible after July 3, 2001, Dow Corning, shall pay into a segregated sub-account of the Escrow Account established pursuant to Section 6.02(b) of this Trust Agreement, all cash and securities (totaling \$301,632,942.62) held in the Dow Corning Cash Deposit Escrow established under the Account Collateral Pledge and Security Agreement, dated September 2, 1994 and amended August 3, 1998, among Dow Corning, Bankers Trust Company and the MDL 926 Settlement Fund; (iii) On or before October 22, 2001, Dow Corning will transfer \$366,000,000 into a segregated sub-account of the Escrow Account established pursuant to Section 6.02(c) of this Trust Agreement; (iv) At the time of the transfer in 4.01(a)(iii), Dow Corning will transfer to a segregated sub-account of the Escrow Account established pursuant to Section 6.02(d) of this Trust Agreement the actual interest earned by Dow Corning (without any deduction for taxes, expenses or any other item) on \$905,000,000 of the Initial Payment from April 30, 1999 to the date of transfer. In calculating such interest, no interest shall be paid on funds previously transferred under Section 4.01(a)(i) and (ii) of this Trust Agreement after the date such payments were transferred to the Escrow Account; (v) On or before February 15, 2002, Dow Corning will transfer \$214,000,000 to a segregated sub-account of the Escrow Account established pursuant to Section 6.02(e) of this Trust Agreement. At the time of this transfer, Dow Corning will transfer interest on such sum from the date of the transfer of funds into the sub-account created under Section 6.02(c) until paid, calculated in the same manner as interest deposited into the sub-account created under Section 6.02(d) or at an annual rate of 5%, if greater; (vi) On or before April 30, 2002, Dow Corning will transfer into a segregated sub-account of the Escrow Account established pursuant to Section 6.02(f) approximately \$75,000,000 (representing the balance of the principal amount of the Initial Payment), plus actual interest thereon from October 22, 2001 calculated in the same manner as interest deposited into the sub-account created under Section 6.02(d) or at the annual rate of 5%, if greater, until paid. Credits for prior pre-funding of the Settlement and Litigation Facilities will be deducted from this installment; (vii) The payments described in this Section 4.01(a)(i)-(vi) are acknowledged as the total Initial Payment and pre-Effective Date interest payments required pursuant to the Plan and the Funding Payment Agreement and no further pre-Effective Date funding from Dow Corning shall be sought by the Tort Committee or required in any event, subject to a reserved issue as to whether the Interest Accrual Date should be March 31, 1999 or April 30, 1999. The parties further acknowledge that payments required under this Section 4.01(a) may be made from insurance escrows. Dow Corning may amend the Insurance Allocation Agreement solely to provide for pre-Effective Date distribution of the funds held thereunder to the parties and on the terms provided for therein; and (viii) The Plan Proponents shall identify the source of funds received from or on behalf of Dow Corning with each deposit so that the Trustee may properly apply funds to expenditures in accordance with the Settlement Facility Agreement. The Trustee shall accept payments and

assets into the Escrow Account and receive, hold, settle investments, safe-keep, liquidate and distribute all escrowed assets and the interest accruing thereon in accordance with Article VI. The Trustee shall keep a record of the source of all funds received by it and shall pay, track and account for expenses paid by the Escrow Account in accordance with the priorities established by the Trustee Plan Documents. If the Escrow Account is terminated pursuant to Section 6.08(a), the Trustee shall thereafter administer the Trust under the Articles of this Trust Agreement, other than Article VI.

(b) Post-Effective Date Funding. After the Effective Date, Dow Corning will fund all subsequent payments into the Trust in accordance with the Funding Payment Agreement taking into account payments previously made. The Trustee shall accept payments and assets into the Trust and receive, hold, settle investments, safe-keep, liquidate and distribute all assets and the interest accruing thereon in accordance with Article V. The Trustee shall keep a record of the source of all funds received by it and shall pay, track and account for all expenses paid by the Trust in accordance with the priorities established by the Trustee Plan Documents. The Plan Proponents (or the Debtor's Representatives or Claimants' Advisory Committee, if appropriate), shall have responsibility for the calculation of amounts required to be deposited pursuant to this Section 4.01 or the enforcement of any party's obligations to transfer assets to the Trust.

(c) Nothing in this Trust Agreement alters or modifies the manner of calculating the Net Present Value in the Plan as of the Effective Date.

**Article V**  
**Financial Management Following The Effective Date**

5.01 Accounts. On or after the Effective Date, the Trustee shall establish a trust account (the "Trust Account"), which shall contain all sub-accounts established pursuant to Section 6.02 hereof and such other sub-accounts of the Trust as the Finance Committee and the Financial Advisor shall, in their discretion, deem necessary or advisable for carrying out the purposes of the Trust, which sub-accounts shall be part of the Trust Account. The Trustee may establish sub-accounts within a sub-account in order to accommodate the investment of funds by separate Investment Managers or for other accounting purposes. Initially, the Trustee shall establish (i) a segregated sub-account of the Trust Account for the purpose of separating, holding and administering all payments Dow Corning is required to make in accordance with the Plan after the Effective Date other than those described in (ii) and (iii) hereof, (ii) a segregated sub-account of the Trust Account for the purpose of separating, holding and administering in accordance with this Section 5.01 and Section 3.1 of the Insurance Allocation Agreement all Insurance Proceeds and Shared Insurance Assets including assets allocated to Hoechst Marion Roussel, Inc. under the Settlement Agreement dated as of January 19, 1996, among Dow Corning Corporation, Hoechst Marion Roussel, Inc., Hoechst Corporation and The Dow Chemical Company (the "HMR Settlement Agreement") and to Dow Corning and Dow Chemical under the Insurance Allocation Agreement, that are deposited by or on behalf of Dow Corning for payment to the Trust after the Effective Date (the "Post Effective Date Insurance Holding Account") and (iii) a segregated sub-account of the Trust for the purpose of separating, holding and administering all Insurance Proceeds to be deposited by or on behalf of Dow Corning in accordance with the Plan after the Effective Date (the "Post Effective Date Insurance Proceeds Account"). Upon direct receipt from an Insurance Company of any funds, the Trustee shall deposit them into the Post Effective Date Insurance Holding Account and, shall promptly send a written notice of receipt of funds to Dow Corning and Dow Chemical. This notice shall set forth the amount that has been received, the entity that deposited the amount and all other identifying information that accompanies the deposit. Dow Corning and Dow Chemical, in accordance with the Insurance Allocation Agreement, shall identify the amount of such funds that constitutes Insurance Proceeds and direct the Trustee in writing as to the payment of all such funds that do not constitute Insurance Proceeds. The Trustee is hereby directed to remit such payments immediately upon receipt of such direction but in no event later than two (2) business days after receipt of such direction. All funds remaining in the Post Effective Date Insurance Holding Account after such payments by the Trustee shall be transferred into the Post Effective Date Insurance Proceeds Account to be administered in accordance with the terms of this Trust Agreement. From and after the receipt of any funds deposited in the Post Effective Date Insurance Holding Account, the Trustee shall hold all such funds that do not constitute Insurance Proceeds in trust but not as part of the trust estate herein for the benefit of Dow Chemical, Dow Corning, and Hoechst Marion Roussel, Inc., as their interests may appear. The Trustee and the other parties to this Trust Agreement hereby acknowledge that the Trust has no rights to or interest in such funds. The Trustee shall account for receipts and expenditures of the Trust in a manner consistent with the Trustee Plan Documents. The Trustee shall provide the Financial Advisor, the Finance Committee, Dow Corning, and the Claimants' Advisory Committee, and their respective authorized attorneys, agents, and professionals, with complete access to all books and records concerning the Trust Account at all reasonable times, upon reasonable notice. Except as otherwise provided in the seventh sentence of this Section 5.01, (i) nothing in this

provision is intended to or shall amend or modify in any way the Insurance Allocation Agreement or the HMR Settlement Agreement and (ii) in the event of any conflict between this Section 5.01 and the Insurance Allocation Agreement or the HMR Settlement Agreement, the terms of the Insurance Allocation Agreement or HMR Settlement Agreement shall control. The Trustee (i) shall have no duties or responsibility in connection with the Post Effective Date Insurance Holding Account to identify or verify the existence, amounts, allocations or receipt or appropriateness of dispositions of Insurance Proceeds, Shared Insurance Assets or assets that do not constitute Insurance Proceeds, or the administration of such funds, and (ii) shall have no liability to any person for such matters, other than the specific functions expressly provided above with respect to the Post Effective Date Insurance Holding Account. In performing such functions in connection with the Post Effective Date Insurance Holding Account, the Trustee may fully rely and act upon, without verification from any other person, the direction of Dow Corning and Dow Chemical delivered to the Trustee.

5.02 Investments. On or after the Effective Date, existing investments from the Escrow Account and monies held in the Trust shall be invested by (i) the Trustee upon receipt of and in accordance with a Trustee Direction or (ii) by the Investment Manager identified for any sub-account and held in custody by the Trustee. The Trustee shall be responsible for tracking investment earnings on funds deposited into the Trust for each sub-account from different sources. The Trustee shall not be responsible for any loss of principal or interest resulting from making or disposing of any investments in accordance with a Trustee Direction except for any such investment where the Trustee, in its individual capacity, or any of its affiliates, is the obligor. The Financial Advisor shall deliver one or more Trustee Directions to the Trustee identifying the Investment Manager authorized to give investment directions for each particular sub-account, which Investment Managers shall be selected from those Investment Managers identified on Exhibit D. Only one Investment Manager shall be identified to give instructions for a particular sub-account or for any sub-account thereof. No Investment Manager may have authority to manage any sub-account or sub-accounts worth in the aggregate more than \$400,000,000 on deposit calculated at the time such sub-account is initially opened and funded. The Financial Advisor is hereby directed to enter into an Investment Management Agreement with each such Investment Manager substantially similar to the contract dated July 9, 2001 between the Interim Financial Advisor and Blackrock, as amended Exhibit E). Each Investment Management Agreement shall require that the Investment Manager invest funds pursuant to the Cash Investment Guidelines attached as Exhibit F. Each Trustee Direction delivered by the Financial Advisor or an Investment Manager pursuant to Section 1.02 shall certify that the investment being requested conforms with the requirements of Section V of the Cash Investment Guidelines attached as Exhibit F. The Trustee is entitled to conclusively rely on such certifications. The Financial Advisor shall cause each Investment Manager to deliver a copy of each Trustee Direction to the Trustee by facsimile transmission (receipt confirmed by telephone) as soon as execution of each trade is confirmed by an Investment Manager but no later than 4:00 p.m. (CST) on the business day before the settlement of the trade. Investment security trades made pursuant to an Trustee Direction shall be executed by the Investment Manager giving such direction, and the related trade ticket or other written trade confirmation shall be provided to the Trustee as an attachment to the said Trustee Direction. The Trustee shall not settle any trade for which it receives a confirmation unless it also has received a complete and conforming Trustee Direction for such trade. The investment securities, in book-entry form, purchased in connection with each Trustee Direction shall be delivered to the Trustee's book-entry account at a Federal

Reserve Bank or at a Depository Trust Company. In connection with each investment made by the Trustee in book-entry securities, the Trustee shall take such actions as are contemplated by Article 8 of the applicable state's Uniform Commercial Code, to maintain control over such investment securities sufficient to make the Trustee's interest therein senior to any adverse claim, to the full extent such senior interest can be legally established and enforced pursuant to the said Article 8. The Finance Committee or the Financial Advisor may request the Trustee in its individual capacity or its affiliates to provide managed investment advice as an Investment Manager to the Finance Committee. The Trustee hereby agrees that this advisory service shall be provided at the rate set forth in Annex A-2 attached hereto.

The Trustee shall hold all investments in the name of the bank acting as Trustee hereunder ("Trustee Bank") as Trustee for the Trust, on its books and records and on the books and in the name of the Trustee Bank or its affiliate, as securities intermediary, on the records of the Depository Trust Company (the "DTC") or other applicable clearing corporation. The Trustee confirms that (i) the Trustee has established appropriate sub-accounts relating to the source of funds or investments as identified in writing by the Plan Proponents and (ii) the Trust Account is an account to which financial assets are or may be credited on the records of the Trustee.

Notwithstanding anything to the contrary in this Section 5.02, funds on deposit in the sub-account established pursuant to Section 6.02(g) shall be invested by the Trustee as directed by the Financial Advisor in a Trustee Direction and subject to the limitations as set forth in Section 6.02(g).

5.03 Budget. The Trust shall operate under an annual budget, including any amendments approved by the District Court, (the "Budget"). The Budget shall be established and approved using the procedures set forth in Sections 7.03(e) and 8.02 of the Settlement Facility Agreement and shall be delivered to the Trustee by the Claims Administrator along with the District Court order approving such Budget.

5.04 Authority Of Trustee To Pay Expenses. (a) Subject to having sufficient funds on hand in the Trust Account, the Trustee shall disburse funds as directed pursuant to a Trustee Direction. Each Trustee Direction shall state the Budget category for the expense being submitted for payment. The Trustee shall be responsible for tracking expense payments in accordance with the categories established in the Budget. The fees and expenses of each Investment Manager, from the date of the creation of this Trust, ("Investment Expense") shall be paid from and allocated against the investment earnings on each sub-account managed by such Investment Manager. The Trustee shall not honor a Trustee Direction that requires it to disburse funds for expenses that exceed the total Budget delivered to the Trustee, unless and until the Trustee receives an order from the District Court authorizing a supplemental budget to cover the requested expenditures provided, however, that Investment Expense and taxes of the Trust shall not be charged against or limited by the total Budget. In the discretion of the Financial Advisor, after taking into consideration investment performance, market timing and related criteria, the Trustee shall make all payments under this Article V from the sub-account of the Trust Account identified by the Financial Advisor to be used for any such payment in a Trustee Direction



(b) Upon receipt of a Trustee Direction, the Trustee shall fund the account used by the Paying Agent to pay claims pursuant to the Settlement Facility Agreement, the Litigation Facility Agreement and the Funding Payment Agreement. Upon receipt of a Trustee Direction, the Paying Agent shall make the payments required by the Settlement Facility Agreement, the Litigation Facility Agreement and the Funding Payment Agreement at the direction of the Claims Administrator or the Finance Committee, which payments shall not be charged against or limited by the total Budget.

(c) Following the Effective Date and upon the receipt of a Trustee Direction, the Trustee shall pay, as directed by the Claims Administrator, all payments in connection with the USA Settlement, the Quebec Settlement, the Ontario Settlement, the British Columbia Settlement and the Domestic Health Insurers Settlement as described and defined in the Plan. Each such Trustee Direction shall identify the name of the Settlement for which the payment is being requested. After the Effective Date and upon receipt of a Trustee Direction, the Trustee shall pay all amounts in connection with paragraph (m) of the Australian Motion by Plan Proponents. No payment made pursuant to this Section 5.04(c) shall be charged against or limited by the total Budget.

#### 5.05 Trust Powers.

(a) Pursuant to the Confirmation Order and subject to the limitations set forth in this Trust Agreement and the provisions of the Trustee Plan Documents, the Trustee shall have all powers authorized by law to take any and all actions as directed in a Trustee Direction that are necessary or advisable to effectuate the purposes of the Trust, including, without limitation, each power expressly granted in this Section 5.05 as follows and any powers reasonably incidental thereto:

(i) to receive cash and other additions to the Trust from any source and to hold, administer, and distribute such additions as part of the Trust;

(ii) to invest and reinvest the funds of the Trust as provided in this Trust Agreement in accordance with a Trustee Direction;

(iii) to rely upon any affidavit, certificate, letter, notice, telegram, or other paper, or upon any telephone conversation or other oral communication reasonably believed by the Trustee to be genuine and sufficient and upon any other evidence reasonably believed by the Trustee to be genuine;

(iv) pursuant to a Trustee Direction, to institute any action or proceeding at law or in equity in the District Court for the collection of the sums due the Trust, or otherwise to advance the interests of the Trust in a manner not inconsistent with the terms of the Plan, prosecute any such action or proceeding to judgment or final decree, enforce any such judgment or final decree, and collect in any manner provided by law the monies adjudged or decreed to be payable, provided that, regardless of any deficiency in the Trust or any other reason, the Trust may not institute or join any action or proceeding at law or in equity against any Released Parties concerning any right or claim that has been released under the terms of the Plan and/or prosecute any such action

or proceeding for judgment or final decree or collect in the manner provided by law the monies adjudged or decreed to be payable; and

(v) to do all other acts and things not inconsistent with the provisions of the Trustee Plan Documents, the Litigation Facility Agreement, and the Plan, that the Finance Committee may direct in a Trustee Direction as reasonably necessary to perform the express duties, functions and obligations of the Trustee specified herein, in the same manner and to the same extent as individuals might or could do with respect to their own property, subject to the limitations of applicable law governing the conduct of fiduciaries.

(b) After the Effective Date the Trustee shall act only upon receipt of and in accordance with a Trustee Direction.

5.06 Accounting And Reporting. The Trustee shall cooperate with the Finance Committee and Financial Advisor in preparation of periodic financial statements and reports as reasonably required by the Trustee Plan Documents and as reasonably requested by the Finance Committee and/or as ordered by the District Court. Initially, such statements and reports are set forth on Annex B – Part II.

5.07 Specific Duties. Notwithstanding anything to the contrary herein, the Trustee and the Paying Agent, as appropriate and as identified therein, shall provide all of the services listed on Annex B – Part II attached hereto as amended and made a part of this Trust Agreement. The Trustee, the Paying Agent, the Plan Proponents and the Claims Administrator, as appropriate and as identified therein, may make any amendments to this Annex B – Part II as agreed to in writing and executed by all such parties. Until the execution of any such of the amended Annex B – Part II, the Trustee and the Paying Agent agree to provide such attached Annex B – Part II services as required by a Trustee Direction, as appropriate.

## **Article VI** **Escrow Account**

6.01 Application Of Article VI. The provisions of this Article VI shall apply to the administration of funds held in the Escrow Account, until termination of the escrow provisions or the Escrow Account under Section 6.08. The Trustee agrees to act with respect to the Escrow Account as set forth in this Article VI.

### 6.02 Accounts.

(a) The Trustee shall establish the Escrow Account, which shall be part of the Trust, and which may contain such sub-accounts as the parties shall, in their discretion, deem necessary or advisable for carrying out the purposes of the Escrow Account. The Trustee shall establish appropriate sub-accounts relating to the source of funds or investments as identified in writing by the Plan Proponents, each of which shall be part of the Escrow Account. The Trustee may establish sub-accounts within a sub-account in order to accommodate the investment of funds by separate Investment Managers or for other accounting purposes. The Trustee shall account for receipts and expenditures in a manner consistent with the Trustee Plan Documents. The Trustee shall provide the Financial Advisor, Finance Committee, Dow Corning and the Tort Committee or the Claimants' Advisory Committee, and their respective authorized attorneys,

agents and professionals, with complete access to all books and records concerning the Escrow Account at all reasonable times, upon reasonable notice. The Trustee shall establish a segregated sub-account of the Escrow Account for the purposes of separating, holding and administering the Thirty Million Dollars (\$30,000,000) from the Dow Corning MDL Escrow Account pursuant to Section 4.01(a)(i) hereof.

(b) The Trustee shall establish a segregated sub-account of the Escrow Account for the purpose of separately holding and administering the \$275,000,000 plus interest from the Dow Corning Cash Deposit Escrow transferred pursuant to Section 4.01(a)(ii) of this Trust Agreement.

(c) The Trustee shall establish a segregated sub-account of the Escrow Account for the purpose of separately holding and administering the \$366,000,000 to be deposited by Dow Corning pursuant to Section 4.01(a)(iii) of this Trust Agreement.

(d) The Trustee shall establish a segregated sub-account of the Escrow Account for the purpose of separately holding and administering the actual interest earned by Dow Corning (without any deduction for taxes, expenses or other items) of \$905,000,000 of the Initial Payment to be deposited by Dow Corning pursuant to and as more specifically provided in Section 4.01(a)(iv) of this Trust Agreement.

(e) The Trustee shall establish a segregated sub-account of the Escrow Account for the purpose of separately holding and administering the deposit from Dow Corning of \$214,000,000 together with interest on such sum to be deposited by Dow Corning pursuant to and as more specifically provided in Section 4.01(a)(v) of this Trust Agreement.

(f) The Trustee shall establish a segregated sub-account of the Escrow Account for the purpose of separately holding and administering the \$75,000,000 representing the balance of the principal amount of the Initial Payment plus interest thereon to be deposited by Dow Corning pursuant to and as more specifically provided in Section 4.01 (vi) of this Trust Agreement.

(g) (i) The Trustee shall establish a segregated sub-account of the Escrow Account for the purpose of separately holding and administering up to a maximum of \$15,400,000 Australian dollars which shall be used to pay claims and amounts in connection with the Administrative Fund (described in Paragraph 7(k) of the Australian Motion by Plan Proponents) in accordance with the Australian Settlement Option. The Trustee is hereby directed on a date or dates designated by the Financial Advisor to withdraw funds in an amount of U.S. Dollars sufficient to purchase the amount of Australian dollars as specified in such Escrow Account Trustee Direction or Trustee Direction. The Trustee shall withdraw such funds from the sub-account currently in use by the Trustee at the time it receives such direction to purchase from the Financial Advisor.

(ii) The Trustee is also hereby directed to deposit the Australian dollars so purchased into the sub-account established under this Section 6.02(g). At the direction of the Financial Advisor, the Trustee shall invest such Australian dollars on deposit in such sub-account in the Wells Fargo Multi-Currency Account in Australian dollar-denominated investments or the

Wells Fargo Offshore Foreign Currency Time Deposit in Australian dollars or otherwise as directed by the Financial Advisor until their disbursement provided, however, that all such investments must be held in custody by the Trustee and registered in the name of the Trustee in the same manner as required by Sections 5.02 and 6.05 hereof. Interest earned from the investment of funds on deposit in the sub-account created under this Section 6.02(g) shall be returned to the Trust following the payment of the claims of the Australian Claimants and payment in connection with the Administrative Fund in accordance with the Australian Settlement Order.

(iii) Notwithstanding any purchase or purchases of Australian dollars in accordance with Section 6.02(g)(i) above, no disbursements for the payment of claims or for the payment of amounts in connection with the Administrative Fund in accordance with the Australian Settlement Option may be made prior to the Effective Date. Within ninety (90) days after the Effective Date or when all the Australian Claimants' claims have been processed, whichever is later, all payments to the Australian Claimants shall be made and the Administrative Fund payment shall be calculated and paid both pursuant to a Trustee Direction; provided, however, that the payment in connection with the Administrative Fund shall not exceed twenty-five percent (25%) of the total amount paid to Australian Claimants from the sub-account created pursuant to this Section 6.02(g). If the sum of total payments to Australian Claimants and payments in connection with the Administrative Fund would exceed \$15,400,000, then the payments to Australian Claimants and the payment in connection with the Administrative Fund shall be reduced on a pro rata basis in accordance with the Australian Motion by Plan Proponents. The total amount of all disbursements from the sub-account created pursuant to this Section 6.02(g) may not exceed in the aggregate \$15,400,000 Australian dollars. Any such Escrow Account Trustee Direction or Trustee Direction shall refer to the Australian Settlement Option. Costs and expenses associated with the purchase or investment of Australian dollars for this sub-account shall be paid in accordance with the Escrow Budget or the Budget pursuant to a Escrow Account Trustee Direction or Trustee Direction, as applicable, and shall be deducted from the sub-account then in use by the Trustee at the time of such direction to purchase and not from the sub-account established under this Section 6.02(g). If there are any funds remaining on deposit in this sub-account after the payment of all amounts described in this Section 6.02(g), the Trustee shall distribute such funds as directed in a Trustee Direction from the Plan Proponents.

(h) The Trustee shall establish a segregated sub-account of the Escrow Account for the purpose of separately holding and administering funds which will be used to pay administrative expenses of the Litigation Facility and may also be used to pay settlements and judgments of the Litigation Facility. Upon receipt of a Trustee Direction from the Claims Administrator, the Trustee shall withdraw such funds from the sub-account currently in use by the Trustee at the time it receives such direction from the Claims Administrator to fund such payments.

6.03 Escrow Budget. The Trustee shall operate under an escrow budget, together with any amendments approved by the District Court, ("the Escrow Budget"). The Escrow Budget provides for payment of the administrative expenses of the Settlement Facility and/or the Litigation Facility pursuant to Section 7.4 of the Plan. The Escrow Budget must be approved by the District Court as consistent with Sections 7.03(e) and 8.02 of the Settlement Facility

Agreement and the District Court's order approving the Escrow Budget must be delivered to the Trustee by the Claims Administrator. Prior to the establishment and District Court approval of the Escrow Budget, all disbursements shall be made as directed in a specific Escrow Account Trustee Direction delivered to the Trustee by the Claims Administrator.

6.04 Authority Of Trustee To Pay Expenses. Subject to having sufficient funds on hand in the Escrow Account, the Trustee shall pay from time to time administrative expenses submitted in an Escrow Account Trustee Direction. Each Escrow Account Trustee Direction shall state the budget category for the expense being submitted for payment. The Trustee shall be responsible for tracking expenses in accordance with the categories in the Escrow Budget. Prior to the establishment and approval by the District Court of an Escrow Budget, all disbursements shall be made as directed in a specific Escrow Account Trustee Direction delivered by the Claims Administrator. The Trustee shall not honor an Escrow Account Trustee Direction that requires it to disburse funds that exceed the total Escrow Budget amount as approved in Section 6.03 and delivered to the Trustee, unless and until the Trustee receives an order of the District Court authorizing a supplemental budget to cover the requested expenditures provided, however, that the Investment Expense or taxes of the Trust shall not be charged against or limited by the total Escrow Budget. Prior to termination of the Escrow Account under Section 6.08(a), in no event may the Trustee honor an Escrow Account Trustee Direction to disburse funds from the segregated sub-account of the Escrow Account established under Section 6.02(b), to pay expenses under this Section or for any other purpose, unless and until all funds and proceeds which have been deposited into the Escrow Account in accordance with Section 4.01 from the Dow Corning MDL Escrow Account and which have been credited against the Escrow Budget established under Section 6.03 and attached as Exhibit C have been exhausted and the Trustee has received an order of the District Court authorizing a supplemental budget in accordance with this Section 6.04. All such expenses will be paid first from funds contributed to the Escrow Account directly by Dow Corning and second from Shared Insurance Assets. Notwithstanding anything to the contrary contained in this Section 6.04, Investment Expenses shall be paid from and allocated against the investment earnings on each sub-account managed by an Investment Manager.

6.05 Investments. The Trustee shall invest monies held in the Escrow Account in accordance with an Escrow Account Trustee Direction or hold in custody any investments made by an Investment Manager identified for any such sub-account. The Trustee shall be responsible for tracking investment earnings on funds deposited into the Escrow Account for each sub-account from different sources. The Trustee shall not be responsible for any loss of principal or interest resulting from making or disposing of any investments made in accordance with an Escrow Account Trustee Direction, except any such investment where the Trustee, in its individual capacity, is the obligor. Prior to the Effective Date, the Interim Financial Advisor or Financial Advisor, if appointed, shall deliver one or more Escrow Account Trustee Directions identifying the Investment Manager or Managers, authorized to give investment directions for a particular sub-account, which Investment Managers shall be selected from those Investment Managers identified on Exhibit D. Only one Investment Manager shall be identified to give instructions for a particular sub-account or for any sub-account thereof. The Interim Financial Advisor or the Financial Advisor, if appointed, shall deliver an Escrow Account Trustee Direction to the Trustee prior to the scheduled funding date for each of the deposits described in Section 4.01(a)(i)-(vi) of this Trust Agreement. No Investment Manager may have authority to

manage any sub-account or sub-accounts worth in the aggregate more than \$400,000,000 on deposit calculated at the time such sub-account is initially opened and funded. The Interim Financial Advisor or the Financial Advisor is hereby directed to enter into an Investment Management Agreement with each such Investment Manager substantially similar to the contract dated July 9, 2001 between the Interim Financial Advisor and Blackrock, as amended, Exhibit E. Each Investment Manager Agreement shall require that the Investment Manager invest funds pursuant to the Cash Investment Guidelines attached as Exhibit F. The Interim Financial Advisor or the Financial Advisor, if appointed, shall coordinate investment advice and instructions for all of the sub-accounts of the Escrow Account between the Investment Managers and the Trustee and shall perform the duties of a financial advisor that are necessary and appropriate during the operation of Article VI. Each Escrow Account Trustee Direction shall certify that the investment being requested conforms with the requirements of Section V of the Cash Investment Guidelines attached as Exhibit F. The Trustee is entitled to conclusively rely on such certification. The Interim Financial Advisor or the Financial Advisor, if appointed, shall cause each Investment Manager to deliver a copy of each Escrow Account Trustee Direction to the Trustee by facsimile transmission (receipt confirmed by telephone with the Trustee) as soon as execution of each trade is confirmed by an Investment Manager but no later than 4:00 p.m. (CST) on the business day before the settlement of the trade. Investment security trades made pursuant to an Escrow Account Trustee Direction shall be executed by the Investment Manager giving such direction, and the related trade ticket or other written trade confirmation shall be provided to the Trustee as an attachment to the said Escrow Account Trustee Direction. The Trustee shall not settle any trade for which it receives a confirmation unless it also has received a complete and conforming Escrow Account Trustee Direction for such trade. The investment securities, in book-entry form, purchased in connection with each Escrow Account Trustee Direction shall be delivered to the Trustee's book-entry account at a Federal Reserve Bank or at a Depository Trust Company. In connection with each investment made by the Trustee in book-entry securities, the Trustee shall take such actions as are contemplated by Article 8 of the applicable state's Uniform Commercial Code, to maintain control over such investment securities sufficient to make the Trustee's interest therein senior to any adverse claim, to the full extent such senior interest can be legally established and enforced pursuant to the said Article 8. The Trustee in its individual capacity or through its affiliates may provide managed investment advice as an Investment Manager. The Trustee hereby agrees that this advisory service shall be provided at the rate set forth in Annex A-1 attached hereto. All investments shall be registered so as to be assignable or transferable to the Trust Account, without penalty or fee, upon the termination of the Escrow Account pursuant to Section 6.08 (a).

In the event that all or any part of the payment into the Escrow Account is made by a transfer of ownership of existing investments, the Trustee shall arrange for the re-registration of the ownership of such investments in the name of the Trustee, as Trustee for the Trust, on its books and records and in the name of the Trustee or its affiliate, as securities intermediary, on the books and records of DTC or other applicable clearing corporation. The Trustee confirms that (i) the Trustee has established sub-accounts in the name of the Trustee, as Trustee for the Trust, and (ii) the Escrow Account is an account to which financial assets are or may be credited.

Initially, the Trustee shall accept any investments deposited in their current form. Upon the investment maturity of any such investments, the Trustee shall invest the cash proceeds

it receives in the “Wells Fargo 100% Treasury Money Market Fund” until it receives a contrary Escrow Account Trustee Direction.

Notwithstanding anything to the contrary in this Section 6.05, funds in the sub-account established pursuant to 6.02(g) shall be invested by the Trustee as directed by the Financial Advisor in an Escrow Account Trustee Direction and subject to the limitations set forth in Section 6.02(g).

#### 6.06 Powers Of Trustee With Respect To Escrow Account.

(a) Pursuant to the Confirmation Order and subject to the limitations set forth in this Trust Agreement and the provisions of the Trustee Plan Documents, the Trustee shall have all powers authorized by law to take any and all actions as directed in an Escrow Account Trustee Direction as are necessary or advisable to effectuate the purposes of the Escrow Account, as specified in this Article VI and any power reasonably incidental thereto:

(i) to receive funds and other additions to the Escrow Account from any source and to hold, administer, and distribute the Escrow Account pursuant to Escrow Account Trustee Directions;

(ii) to invest and reinvest the funds held in escrow as provided in this Trust Agreement and in accordance with an Escrow Account Trustee Direction;

(iii) to rely upon any affidavit, certificate, letter, notice, telegram, or other paper, or upon any telephone conversation or other oral communication, believed by the Trustee to be genuine;

(iv) pursuant to an Escrow Account Trustee Direction, to institute any action or proceeding at law or in equity in the District Court for the collection of the sums due the Escrow Account, or otherwise to advance the interests of the Escrow Account in a manner not inconsistent with the terms of the Plan or this Trust Agreement, prosecute any such action or proceeding to judgment or final decree, enforce any such judgment or final decree, and collect in any manner provided by law the monies adjudged or decreed to be payable; provided that, regardless of any deficiency in the Trust or any other reason, the Trust may not institute any action or proceeding at law or in equity against the Released Parties concerning any claim that has been released under the terms of the Plan and prosecute any such action or proceeding for judgment or final decree or collect in the manner provided by law the monies adjudged or decreed to be payable; and

(v) to do all other acts and things not inconsistent with the provisions of this Trust Agreement, the Trustee Plan Documents and the Litigation Facility Agreement and the Plan, that the Finance Committee may direct in a Escrow Account Trustee Direction as reasonably necessary to perform the express duties, functions and obligations of the Trustee specified in this Article VI, in the same manner and to the same extent as individuals might or could do with respect to their own property, subject to the limitations of applicable law governing the conduct of fiduciaries.

(b) Prior to the Effective Date, the Trustee shall act only upon receipt of and in accordance with an Escrow Account Trustee Direction.

6.07 Accounting And Reporting. The Trustee shall cooperate with Dow Corning, the Finance Committee, the Interim Financial Advisor, the Financial Advisor, the Tort Committee and/or the Claimants' Advisory Committee in preparation of periodic financial statements and reports as set forth in Annex B-Part I prior to termination of the Escrow Account under Section 6.08. Initially, such statements and reports are set forth in Annex B – Part I.

6.08 Termination Of Escrow Provisions And Escrow Account.

(a) On the Effective Date the Plan Proponents shall deliver to the Trustee an Escrow Account Trustee Direction or an order of the District Court notifying the Trustee that the Effective Date has occurred, that the provisions of Article V of this Trust Agreement are applicable, that the Escrow Account is terminated, and that the Trustee's services under this Article VI are terminated. The Trustee shall not transfer any assets to the Trust Account until it receives such Escrow Account Trustee Direction or order of the District Court. Upon receipt of such Escrow Account Trustee Direction, the Trustee shall (i) deem the Article VI operations terminated and shall commence Trust Account operations under Article V and the remaining Articles of this Trust Agreement for administration and disbursement under the Plan and (ii) all sub-accounts established under Section 6.02 hereof shall be deemed to be sub-accounts of the Trust upon receipt by the Trustee of the Escrow Account Trustee Direction referred to in this Section 6.08(a).

(b) In the event the Effective Date has not occurred or will not occur, the Plan Proponents shall deliver an Escrow Account Trustee Direction or an order of the District Court stating that the Effective Date has not occurred or will not occur and directing the Trustee to disburse all assets in the Escrow Account as directed by Dow Corning. The Trustee shall promptly, but in no event later than thirty (30) business days after receipt by the Trustee of such Escrow Account Trustee Direction or order of the District Court, pay or transfer all assets held in the Escrow Account (after payment of the final expenses of the Trust and Trustee and reasonable reserves for any and all unpaid taxes) as directed by Dow Corning. Until delivery of such Escrow Account Trustee Direction or order of the District Court, the Trustee shall continue to perform its obligations with respect to the Escrow Account as set forth in this Trust Agreement.

(c) Within thirty (30) days after termination of the Escrow Account, the Trustee shall render a final accounting of the assets received, paid by and held in the Escrow Account and their disposition to each of Dow Corning, the Shareholders, the Financial Advisor, the Finance Committee, and to the Tort Committee or Claimants' Advisory Committee, as appropriate.

6.09 Specific Duties. The Trustee and the Paying Agent, as appropriate and as identified therein, agree to provide all of the services listed on Annex B — Part I and designated as Escrow Account services and made a part of this Trust Agreement. The Trustee, the Paying Agent, the Plan Proponents and the Claims Administrator, as appropriate and as identified therein, may make any amendments to this Annex B — Part I as agreed to in writing and executed by all such parties shall document and acknowledge an amended Annex B — Part I.



Until the execution of any such of the amended Annex B — Part I, the Trustee and the Paying Agent hereby agree to provide such attached Annex B — Part I services as required by an Escrow Account Trustee Direction, as appropriate.

**Article VII**  
**General Provisions**

7.01 Irrevocability. After the Effective Date the Trust is irrevocable, but the Trust Agreement may be amended pursuant to Section 7.08.

7.02 Recordation. The Trustee shall record this Trust Agreement in such places as Dow Corning or the Finance Committee shall deem necessary or advisable or as directed in a Direction.

7.03 Termination Of Trust. If the funds in the Escrow Account are distributed under Section 6.08(b), the Trust shall terminate as soon as practicable after the funds are distributed and a final accounting is rendered under Section 6.08(c). In all other cases, the Trust shall terminate as soon as practicable after Dow Corning's obligation to fund under the Funding Payment Agreement is terminated in accordance with Section 2.01(d) of the Funding Payment Agreement, and the Trustee shall cooperate with the Claims Administrator, the Claimants' Advisory Committee and the Debtor's Representatives in the termination of the Trust and winding up its affairs as provided in Section 10.03 of the Settlement Facility Agreement and the distribution of any remaining assets of the Trust as provided by Section 10.03 of the Settlement Facility Agreement. Dow Corning and the Tort Committee or Dow Corning and the Claimant's Advisory Committee, after the Claimants' Advisory Committee has replaced the Tort Committee as a party to this Trust Agreement, will deliver a joint Trustee Direction to the Trustee when this Section 7.03 becomes operative.

7.04 Counterparts. This Trust Agreement may be executed in multiple counterparts, all of which shall constitute a single agreement.

7.05 Notices. All notices, designations, Directions and acknowledgments required or authorized under this Trust Agreement shall be in writing and shall be sent by first-class postage pre-paid mail, postage pre-paid, guaranteed overnight courier or facsimile transmission (receipt confirmed by telephone) to the following parties, until any such party gives written notice to the remaining parties of a change of address:

If to Dow Corning:

by first class mail

Dow Corning Corporation  
Post Office Box 0994  
Midland, Michigan 48640-0994  
Attention: Vice President, General Counsel and Secretary

by overnight courier

Dow Corning Corporation  
2200 West Salzburg Road  
Auburn, Michigan 48611  
Attention: Vice President, General Counsel and Secretary

With a copy to:

The Feinberg Group, LLP  
1120 20<sup>th</sup> Street, N.W.  
Suite 740 South  
Washington, DC 20036-3437  
Attention: Deborah E. Greenspan, Esq.

With a copy after the Effective Date to the Debtor's Representative:

The Feinberg Group, LLP  
1120 20th Street, N.W.  
Suite 740 South  
Washington, DC 20036-3437  
Attention: Deborah E. Greenspan, Esq.

If to the Tort Committee:

Tort Claimants' Committee  
Doffermyre, Shields, Canfield, Knowles & Devine  
1355 Peachtree Street  
Suite 1600  
Atlanta, Georgia 30309  
Attention: Ralph Knowles, Esq.

Blizzard , McCarthy & Naber L.L.P.  
Lyric Centre  
440 Louisiana  
Suite 1710  
Houston, Texas 77002-1689  
Attention: Edward Blizzard , Esq.

Kramer Levin Naftalis & Frankel L.L.P.  
919 Third Avenue  
New York, New York 10022  
Attention: Kenneth Eckstein, Esq.

If to the Claimants' Advisory Committee:

Blizzard, McCarthy & Naber L.L.P.  
Lyric Centre  
440 Louisiana  
Suite 1710  
Houston, Texas 77002-1689  
Attention: Dianna Pendleton-Dominguez , Esq.

with a copy to:

If to the Trustee:

Wells Fargo Bank, N.A.  
1445 Ross Avenue; MAC T5303-022  
Dallas, Texas 75202  
Attention: Lon P. LeClair

with a copy to:

Wells Fargo Bank, N.A.  
Sixth Street & Marquette Avenue  
MAC N9303-102  
Minneapolis, Minnesota 55479  
Attention: Jeffrey T. Rose

with a copy to:

Dorsey & Whitney, LLP  
220 S. Sixth Street  
Minneapolis, Minnesota 55402  
Attention: Craig Currie, Esq.

If to the Paying Agent:

Wells Fargo Bank, N.A.  
1445 Ross Avenue; MAC T5303-022  
Dallas, Texas 75202  
Attention: Lon P. LeClair

with a copy to:

Wells Fargo Bank, N.A.  
Sixth Street & Marquette Avenue  
MAC N9 303-102  
Minneapolis, Minnesota 55479  
Attention: Jeffrey T. Rose

with a copy to:

Dorsey & Whitney, LLP.  
220 S. Sixth Street  
Minneapolis, Minnesota 55402  
Attention: Craig Currie, Esq.

If to the Shareholders:

The Dow Chemical Company  
2030 Dow Center  
Midland, Michigan 48674  
Attention: General Counsel

Corning Incorporated  
One Riverfront Plaza  
Corning, New York 14831  
Attention: General Counsel

With a copy to:

Mayer Brown Rowe & Maw LLP  
190 South LaSalle Street  
Chicago, IL 60603  
Attention: Marla Chernof Cohen, Esq.

If to the Finance Committee:

Judge Frank Andrews  
4315 West Lovers Lane  
P.O. Box 7829  
Dallas, Texas 75209

Francis McGovern  
Duke University School of Law  
Tower View Road and Science Drive  
Durham, North Carolina 27708

E. Wendy Trachte-Huber  
Claims Administrator for the Dow Corning Settlement Facility  
3100 Main Street – Suite 700  
Houston, Texas 77002

If to the Claims Administrator:

E. Wendy Trachte-Huber  
Claims Administrator for the Dow Corning Settlement Facility  
3100 Main Street – Suite 700  
Houston, Texas 77002

The Plan Proponents will deliver a list of necessary contact information for all parties to the Trustee.

7.06 Enforceability. In the event that any one or more of the provisions contained in this Trust Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Trust Agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.

7.07 Captions. The Article and Section headings contained in this Trust Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Trust Agreement.

7.08 Amendments. This Trust Agreement, including all annexes and schedules, may be amended only by an agreement in writing signed by the parties hereto who have executed this Trust Agreement at the time of such amendment, provided, however, for the avoidance of doubt, after the Effective Date the parties required to amend this Trust Agreement are the Debtor's Representative, Dow Corning and the Claimants' Advisory Committee; provided, further, with respect to the Paying Agent services set forth in Annex B-Part II-B, such services may be amended by a written agreement of the Claims Administrator and the Paying Agent as set forth therein.

7.09 Benefit Of Agreement. Nothing in this Trust Agreement, express or implied, confers on any person other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Trust Agreement. No Beneficiary, present or future, may bring an action, suit or proceeding of any kind against the Trustee.

7.10 Governing Law. The laws of the State of New York shall govern the interpretation and validity of the provisions of this Trust Agreement and all questions relating to management, administration and investment of the Trust.

7.11 Jurisdiction And Venue. The Trust constitutes a trust created for the primary purpose of paying debts of the Debtor within the meaning of Section 11 of the Michigan Revised Probate Code (MCLA § 700.11, MSA § 27.5011) and a trust created in deposits in a banking institution or savings and loan institution within the meaning of Article 1 of New York's Estates, Powers & Trust Law (N.Y. Est. Powers & Trust Law, § 1-2.20); and all matters relating to the validity and interpretation of this Trust shall be under the exclusive jurisdiction of the District Court. The Trust shall be deemed at all times to remain subject to the jurisdiction of the District Court. The Trustee consents to be subject to the jurisdiction of the District Court in any action relating to this Trust Agreement. In accordance with Section 8.7 of the Plan, all actions involving the Trust shall be brought in the District Court.

7.12 No Execution. All funds in the Trust are deemed in custodia legis until such times as the funds have actually been paid to and received by a Claimant or any other person or entity, and no Claimant or any other person or entity can execute upon, garnish or attach the Trust corpus in any manner or compel payment from the Trust of any claim. Payments of allowed Claims are governed solely by the Plan, the Settlement Facility Agreement, the Claims Resolutions Procedures, the Litigation Facility Agreement and the Funding Payment Agreement.

7.13 Confidentiality. Copies of all documents, notices, statements, reports, projections, or similar documents provided to any party under this Trust Agreement shall be provided on a confidential basis and shall be kept confidential by all other such parties unless such information is otherwise publicly available. Such confidential information provided under this Trust Agreement can be used in any proceeding in the District Court, the MDL 926 District Court, the District Court or any applicable appellate court provided the party using such information takes reasonable steps to protect the confidential nature of the information.

7.14 Tax Returns; Tax Payments. The Trustee, upon receipt of an Escrow Account Trustee Direction or a Trustee Direction, shall timely file or shall cooperate with the Interim Financial Advisor or the Financial Advisor in connection with preparation for and the filing of such income tax and other returns and statements as are required to comply with applicable provisions of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, and of any applicable state law and the regulations promulgated thereunder. Prior to the filing of any state tax return, the Trustee shall obtain the approval of the Financial Advisor, which approval shall not be unreasonably withheld or delayed. The Trustee shall disburse Trust tax payments as provided in such returns and statements without receiving any additional Trustee Direction. The Trust shall be responsible for paying taxes and any other obligations or liabilities of any and all kinds whatsoever that at any time are lawfully levied, assessed upon or become payable in respect of the Trust or its funds. The Trustee will allocate taxes of the Trust as directed from time to time by the Financial Advisor in a Trustee Direction. The Trustee shall make any election and provide any information as may be necessary to qualify or continue qualification of the Trust as a QSF. The Trustee shall not take any action, or omit to take any action, that could adversely affect the Trust's qualification as a QSF and may engage and consult with qualified advisors (at the expense of the Trust) to comply with such duties or shall be entitled to rely on the professionals retained by the Finance Committee as set forth in Section 3.10.

7.15 Dow Corning And The Released Parties, The Members Of The Tort Committee and Claimants' Advisory Committee/The Finance Committee. No recourse under or upon any obligation, covenant or agreement contained in this Trust Agreement shall be had against any of Dow Corning, the Released Parties, the members of the Tort Committee, the Claimants' Advisory Committee, the Debtor's Representative or the Finance Committee either directly or indirectly through Dow Corning or any successor, under any rule of law, statute or constitutional provision, or by the enforcement of any assessment, or by any legal or equitable proceeding or otherwise.

**EXHIBIT A**

Funding Payment Agreement

**EXHIBIT B**

Settlement Facility Agreement



**EXHIBIT C**

Funding Provisions of the Class 6A-6D Settlements

**EXHIBIT D**

List of Investment Managers

**EXHIBIT E**

Investment Management Agreement between  
the Interim Financial Advisor and Blackrock  
dated July 9, 2001, as amended

**EXHIBIT F**

Cash Investment Guidelines

**ANNEX A-1**

Fees for Services Provided by Trustee  
and Paying Agent During the Escrow Period

and

**ANNEX A-2**

Fees for a Services Provided by Trustee  
and Paying Agent During the Trust Period

**ANNEX B – PART I**

Escrow Services to be Provided by the  
Trustee and the Paying Agent to the  
Settlement Facility

and

**ANNEX B – PART II**

Trust Services to be Provided by the  
Trustee and the Paying Agent to the  
Settlement Facility