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MEMORANDUM

CONFIDENTIAL
VIA TELECOPIER AND U.S. MAIL

TO: Deborah E. Greenspan, Esq.
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FROM: Edgar C. Gentle, III, Esq.

DATE: September 30, 2003

RE: Dow Corning Corporation, Case No. 00-CV-00005-DT; and MDL 926 Master
File No. CV-92-P-10000-S, Case No. CV-94-P-11558-S-
Arbitration Regarding Dow Corning Settlement Facility Access to and Use of
the MDL 926 Claims Office Materials; Our File No. 2871-100

Dear Parties:

Attached, please find the Arbitrator's Award in this matter.

By agreement, this Award is being provided to the parties on a confidential basis and is not being filed with either Court or provided to either of the two Federal District Court Judges. However, I am informing the two Judges in a separate letter that I have issued the Award.

September 30, 2003
Page - 2

Please let me know if you have any questions.

Yours very truly,



Edgar C. Gentle, III

ECGIII/kjm
Attachments

cc: (with attachment)(via telecopier and U.S. mail)(confidential)
Todd M. Poland, Esq.
Don Springmeyer, Esq.
Nancy S. Polis, Esq.
Administrator Elizabeth W Trachte-Huber
The Honorable Frank Andrews
Professor Francis E. McGovern

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE:)	Case No. 00-CV-00005-DT
)	(Settlement Facility Matters)
DOW CORNING CORPORATION,)	
)	
Debtor.)	HON. DENISE PAGE HOOD
)	

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE: SILICONE GEL BREAST)	Master File No. CV-92-P-10000-S
IMPLANT PRODUCTS LIABILITY)	
LITIGATION)	
(MDL 926))	
_____)	
)	
HEIDI LINDSEY, et al.,)	
)	
Plaintiffs,)	
vs.)	CASE NO. CV 94-P-11558-S
)	
DOW CORNING)	
CORPORATION, et al.,)	HON. U.W. CLEMON
)	
Defendants.)	
_____)	

ARBITRATOR'S AWARD

By the Agreement And Order Approving Agreement To Arbitrate Regarding Dow Corning Settlement Facility Access To MDL 926 Claims Office Materials dated February 21, 2001 (the "Agreement and Order"), Dow Corning Corporation and the Tort Claimants' Committee (collectively, the "Plan Proponents"), and Bristol-Myers Squibb Company, Baxter International Inc.,

Minnesota Mining and Manufacturing Company, Union Carbide Chemical & Plastics Co., and Union Carbide Corporation (collectively, the "MDL 926 Settling Defendants"), appointed the undersigned as Arbitrator to resolve the matter of compensation for access to and use of the MDL 926 Claims Office Materials. In accordance with the Agreement and Order, the parties have submitted arbitration statements, follow-up statements, responses to the Arbitrator's written follow-up questions, and the Arbitrator and the parties viewed the computer software used by each facility.

In connection with the computer software view, the Arbitrator received an expert opinion by a neutral computer software expert on the use of the MDL 926 Settlement Fund computer software by the Settlement Facility - Dow Corning Trust.

Finally, the Arbitrator conducted a final hearing via teleconference at which the Plan Proponents and the MDL 926 Settling Defendants were provided an opportunity to make any additional statements and arguments as they deemed necessary.

In response to the Arbitrator's question of whether the parties requested a "reasoned opinion" or a simple monetary judgment without any opinion, the parties have agreed that they do not request an opinion, but merely a monetary judgment. In addition, the parties have agreed to bear their own costs.

In accordance with paragraph 9 of the Agreement and Order, this Award does not resolve the separate matter of any rights Dow Corning Corporation may have against 3M pursuant to the Fourth Amendment to Addendum to Escrow Agreement dated as of June 23, 1998, and this Award does not take that matter into account.

Based upon a review of all materials submitted by the Plan Proponents and the MDL 926 Settling Defendants, and such other evidence, matters and things as the Arbitrator deems to be appropriate, the Arbitrator hereby ORDERS, ADJUDGES and DECREES as follows:

1. The amount of compensation due to be paid to the MDL 926 Settlement Fund by the Dow Corning Settlement Facility for access to and use of the MDL 926 Claims Office Materials is \$2,900,000.00;
2. In accordance with the Agreement and Order, this sum shall be due to be paid to the MDL 926 Settlement Fund on the Effective Date of the Amended Joint Plan of Reorganization of Dow Corning Corporation dated February 4, 1999 (the "Plan");
3. Interest shall accrue on this Award in the amount allowed on judgments entered in Federal Courts based on the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of judgment, with the current applicable rate being 1.22% per annum, with interest beginning to accrue sixty (60) days after the Effective Date of the Plan if the Award has not been satisfied as of that date; and
4. Each Party shall bear its own costs of this arbitration.

DATED: September 30, 2003.



Edgar C. Gentle, III
Arbitrator