

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

_____)		
NORTH SHORE HEMATOLOGY AND)	
ONCOLOGY ASSOCIATES, on behalf of)	
itself and all others similarly situated,)	
)	
Plaintiff,)	Civil Action No. 1:04-CV- 248 (EGS)
v.)	
)	
BRISTOL-MYERS SQUIBB CO.,)	
)	
Defendant.)	
_____)		

FIRST AMENDED SETTLEMENT AGREEMENT

THIS FIRST AMENDED SETTLEMENT AGREEMENT is made and entered into on September 13, 2004, by and between Defendant Bristol-Myers Squibb Company (“Defendant”), and plaintiff North Shore Hematology Oncology Associates, P.C. (“Plaintiff”) and the Direct Purchaser Class (or the “Class,” as defined below) in the class action North Shore Hematology-Oncology Associates, P.C. v. Bristol-Myers Squibb Co., D.D.C., No. 04-CV-248 (the “Class Action”).

WHEREAS, Plaintiff and Defendant entered into a Settlement Agreement on September 10, 2004;

WHEREAS, the Court preliminarily approved the Settlement Agreement on September 10, 2004;

WHEREAS, Plaintiff and Defendant agree to amend the Settlement Agreement to reflect more accurately the agreement of the parties;

NOW THEREFORE, it is agreed by the undersigned, on behalf of Defendant, the Plaintiff and the Direct Purchaser Class, that Paragraph 11(a) of the Settlement Agreement be amended as follows:

11. **Releases.**

(a) Upon this Settlement Agreement becoming final in accord with paragraph 5 hereof, Defendant, Research Corporation Technologies, and their present and former parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, employees, agents, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the “Released Parties”) shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, that Plaintiff or any member or members of the Class who have not timely excluded themselves from the Class Action (including any of their past, present or future officers, directors, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, subsidiaries, partners, heirs, executors, administrators, purchasers, predecessors, successors and assigns, acting in their capacity as such), whether or not they object to the settlement and whether or not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, arising out of any conduct alleged or which could have been alleged in the Class Action relating to the purchase of the drug Platinol or its generic equivalents, prior to the date hereof (the “Released Claims”). Each member of the Class hereby covenants

and agrees that it shall not, hereafter, seek to establish liability against any Released Party based, in whole or in part, on any of the Released Claims. In the event that such Class members commence or continue any such action the Released Parties shall be entitled to seek an order from the Court enjoining continuation of such action, and such Class members agree that they will not oppose entry of such an order. In the event a party breaches the covenant not to sue as set forth in this paragraph, the breaching party shall be liable for all damages incurred by the other party, including without limitation compensatory damages as well as attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this Settlement Agreement of the date first herein above written.

By: _____ /s/
Linda P. Nussbaum
Jacqueline E. Bryks
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By: _____ /s/
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By: _____ /s/
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Lead Counsel for Plaintiff and the Class