

## SCIENCE PANEL INITIAL CONTRACT

This Science Panel Initial Contract ("Contract") is made as of this May <sup>31</sup>, 2005 by and between the Garden City Group, Inc., a Delaware corporation (the "Administrator"), and Nelson Kyle Steenland (the "Panelist").

### RECITALS

A. DuPont and the Named Plaintiffs on behalf of themselves and the Class Members (collectively the "Settling Parties"), have entered into an agreement dated as of November 17, 2004 (the "Settlement Agreement," attached hereto as Exhibit A), to settle the Lawsuit between them in the Circuit Court of Wood County, West Virginia, Case No. 01-C-608.

B. Pursuant to Article 10 of the Settlement Agreement, the Settling Parties have agreed that the Administrator shall execute contracts ("Science Panel Contracts") with the members of the Science Panel to perform the duties of the Science Panel as set forth in Article 12 of the Settlement Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

#### 1. DEFINITIONS.

1.1 "Administrative Assistant" shall have the meaning provided in Section 11 of the Contract.

1.2 "Association" shall mean that the Science Panel, after taking into consideration the available scientific evidence and whatever scientifically relevant factors the Science Panel deems appropriate, determines that a particular observed correlation between C-8 and a particular Human Disease merits further Hypothesis Testing Studies.

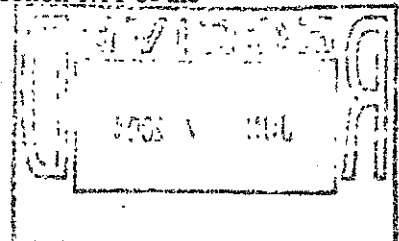
1.3 "Association Finding" shall have the meaning provided in Section 12.2.3(a)(1) of the Settlement Agreement.

1.4 "Bower" shall mean Bower v. Westinghouse, 206 W.Va. 133 (1999), a copy of which is attached to this Contract as Exhibit B.

1.5 "Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banking institutions or trust companies in New York, New York or Charleston, West Virginia are authorized or obligated by law, regulation, or executive order to remain closed.

1.6 "C-8" shall mean ammonium perfluorooctanoate which is also known as "APFO," and "FC-143", as well as its acidic anion, perfluorooctanoic acid, which is also known as "PFOA".

1.7 "Class Members" shall have the meaning provided in Section 1.11 of the Settlement Agreement



- 1.8 "Community Study" shall have the meaning provided in Section 12.2.2 of the Settlement Agreement.
- 1.9 "Confidential Information" shall mean information subject to the Protective Order as modified and subject to the "Attachment A" Confidentiality Agreement as ordered by the Circuit Court of Wood County, West Virginia, Case No. 01-C-608.
- 1.10 "Covered Private Sources" shall have the meaning provided in Section 11.4 of the Settlement Agreement.
- 1.11 "Human Disease" shall mean a serious latent disease that results in an interruption, cessation, or disorder of body functions, systems, or organs. The term "Human Disease" as used herein includes birth defects.
- 1.12 "Hypothesis Testing Studies" shall have the meaning provided in Section 12.2.3 of the Settlement Agreement.
- 1.13 "Named Plaintiffs" shall have the meaning provided in the Preamble to the Settlement Agreement.
- 1.14 "Panelist" shall mean a member of the Science Panel selected in accordance with the requirements of Section 12.2.1 of the Settlement Agreement.
- 1.15 "Plaintiffs' Health Project" shall mean the C-8 Settlement Class Health and Education Project described on pages 3 and 4 of the Legal Notice of C-8 Class Action Settlement and Settlement Hearing, attached to the Class Action Settlement Agreement as Schedule 2.1.2(A).
- 1.16 "Probable Link" shall have the meaning provided in Section 1.49 of the Settlement Agreement.
- 1.17 "Professional" shall have the meaning provided in Section 12 of the Contract.
- 1.18 "Public Water Districts" shall have the meaning provided in Section 2.1.1 of the Settlement Agreement.
- 1.19 "Science Panel" shall have the meaning provided in Section 12.2 of the Settlement Agreement.
- 1.20 "Services" shall have the meaning provided in Section 3 of the Contract.
- 1.21 For purposes of this Contract, "Settling Party" shall include counsel for both parties, class members, and DuPont employees.
- 1.22 "Work" shall encompass the entire services and output of the Panelist, the Science Panel, the Professionals, Administrative Assistants, and other contractors engaged under the terms of this Contract, in providing and performing services as required under the terms of this

Contract and the Settlement Agreement, including, but not limited to those services identified in Section 3 of this Contract.

1.23 "Worker Study" shall have the same meaning as "Employee Study" provided in Section 12.1 of the Settlement Agreement, namely the ongoing worker health studies at Washington Works described in more detail in the Protocol 14809 titled "Ammonium Perfluorooctanoate: Cross-Sectional Surveillance of Clinical Measures of General Health Status Related to Serum Biomarker of Exposure and a Retrospective Cohort Mortality Analysis in a Polymer Production Plant" and all amendments thereto.

2. INCORPORATION OF SETTLEMENT AGREEMENT. The Settlement Agreement is hereby incorporated into and made part of this Contract. In the event of any conflict between this Contract and the Settlement Agreement, the Settlement Agreement shall be controlling.

3. SERVICES. The Panelist agrees to provide the services necessary to perform the duties required as a member of the Science Panel as defined and set forth in Article 12 of the Settlement Agreement. The Settling Parties shall comply with the terms set forth in Articles 10 and 12 of the Settlement Agreement and any cross-referenced Articles or Sections therein. The Panelist agrees to refrain from taking on any additional work, positions, or projects that will interfere with the prompt performance of his services under Sections 12.2.2 and 12.2.3 of the Settlement Agreement, the "Services," or that will cause the objectivity of his performance to reasonably be called into question.

3.1 REVIEW OF THE SETTLEMENT AGREEMENT AND RELATED DOCUMENTS. The Panelist shall carefully review the attached copy of the Bower decision and the following Sections of the Settlement Agreement and agrees to adhere to the standards set forth therein: (i) Section 10.2.2(a)(6) describing the nature and extent of communications between the Science Panel, the Administrator and the Settling Parties; (ii) Section 12.2.1, 12.2.2, and 12.2.3 et seq. describing the duties of the Science Panel; (iii) Section 12.5 addressing ex parte contacts; and (iv) Section 12.6 reflecting that the Administrator, the Science Panel, and any other qualified entities retained by the Science Panel pursuant to Section 12.2.1 of the Settlement Agreement are not agents of any Settling Party or Released Party.

3.2 PHASES OF WORK. The Science Panel shall complete its Work in two phases.

3.2.1 PHASE I SERVICES: In the first phase of its Work, the Science Panel shall be responsible for the Community Study and establishing, by a vote of at least two members of the Science Panel, agreed-upon objective criteria for the Science Panel to evaluate the Community Study, set forth in more detail in Section 3.2.1(1) of this Contract, Worker Study and any other relevant studies and/or data to determine, based upon a vote of at least two members of the Science Panel, whether there is an Association between C-8 exposure and any Human Disease(s). In performing the Phase I Work, the Science Panel shall not be limited to consideration of only data relating to Class Members, but shall be free to consider all scientifically relevant data including, but not limited to, data relating to C-8 exposure among workers, among people in other communities, and any other human exposure data, along with animal and toxicological data relating to C-8. The Science Panel shall conclude its Phase I Work as expeditiously as possible and shall submit a written report of its Phase I findings to the

Administrator within ten (10) Business Days of completing its Phase I Work. The Panelist may request that the Administrator execute a separate contract with professionals as set forth in Section 12 of this Contract or with the University with which the panelist is affiliated in order to complete services related to conducting Phase I of the Science Panel's Work.

(1) Community Study. The Science Panel shall develop and approve, by a vote of at least two members of the Science Panel, a protocol for a study of Human Disease among residents exposed to C-8 in the communities served by the Public Water Districts and Covered Private Sources (the "Community Study Protocol"). The Science Panel shall submit a copy of the Community Study Protocol to the Administrator within ten (10) Business Days after its adoption by the Science Panel. The Science Panel shall have responsibility to direct completion of the Community Study in accordance with the protocol.

(2) Association Finding.

- 1) If, in Phase I, the Science Panel's Phase I report concludes that one or more Association(s) between C-8 exposure and Human Disease(s) exists ("Association Finding"), the Science Panel shall promptly commence a second phase of Work ("Phase II").
- 2) No Association Finding. If the Science Panel's Phase I report does not provide an Association Finding for any Human Disease, the Science Panel's Work shall terminate and the Science Panel shall not proceed to Phase II.

3.2.2 PHASE II SERVICES. In the second phase of its Work, if one or more Association Findings is delivered by the Science Panel, the Science Panel shall be responsible for establishing, carrying out, and analyzing one or more protocols for further study of any Association Finding from Phase I ("Hypothesis Testing Studies") and, upon completion of all Hypothesis Testing Studies, evaluate the available scientific evidence to determine, based upon a vote of at least two members of the Science Panel, whether such evidence demonstrates a Probable Link between C-8 exposure and any Human Disease. In performing the Phase II Work, the Science Panel shall not be limited to consideration of only data relating to Class Members, but shall be free to consider all scientifically relevant data including, but not limited to, data relating to C-8 exposure among workers, among people in other communities, and any other human exposure data, along with animal and toxicological data relating to C-8. The Science Panel shall complete its Phase II Work as expeditiously as possible and shall deliver a written report documenting its Phase II Finding(s) to the Administrator within ten (10) Business Days of completing Phase II Work. The Panelist may request that the Administrator execute a separate contract with professionals as set forth in Section 12 of this Contract or with the University with which the panelist is affiliated in order to complete services related to conducting Phase II of the Science Panel's Work.

4. DUTIES OF THE ADMINISTRATOR. The Administrator shall perform the following on-going duties to this Contract:

4.1 The Administrator shall provide either oral or written quarterly Progress Reports, beginning on the date provided in Section 7 of this Contract, to the Settling Parties, in accordance with the notice provision of Section 9 of this Contract, that contain the expected time of completion of services under the Contract, as reported by the Science Panel, copies of all contracts and certifications executed pursuant to this Contract, and an accounting of funds expended for completion of services rendered pursuant to the Contract.

4.2 The Administrator shall facilitate communication between the Settling Parties and the Science Panel and handle any communications directed to it by the Science Panel in accordance with the Settlement Agreement and Section 8 of this Contract.

4.3 The Administrator shall notify the Settling Parties within three (3) business days of receipt of a report from the Science Panel at the conclusion of Phase I, and, if necessary, Phase II, of the Science Panel's Work and promptly implement any applicable notice provisions in Section 10.2.2(a)(5) of the Settlement Agreement.

4.4 Retain the services of Administrative Assistants and Professionals as requested by the Science Panel and selected in accordance with Sections 10.2.2(a)(2) and 12.2.1 of the Settlement Agreement and Sections 11 and 12 of this Contract. The Administrator shall obtain certifications under oath from each Administrative Assistant(s) or Professional(s) requested by the Panel that they are not affiliated with nor have any current or former business or other relationship with any of the Settling Parties (unless waived by the Settling Parties) to provide the requested services, including services related to the Community Study.

4.5 Pursuant to that certain health studies escrow agreement dated February 25, 2005 (the "Escrow Agreement") the Administrator will send disbursement requests, substantially in the form attached hereto as Exhibit C, to the administrator of the escrow account (the "Escrow Agent") for (a) payment of the Science Panel's fees and expenses as set forth in Section 10 of this Contract; (b) compensation of the Administrative Assistant as required under Section 11 of this Contract; and (c) compensation of the other Professionals as required under Section 12 of this Contract. The Administrator shall also be responsible for the termination of this Contract at the request of the Settling Parties, for cause, pursuant to Section 13.2 of this Contract.

5. RIGHTS OF THE SETTLING PARTIES. The Settling Parties shall have the right to (i) receive quarterly Progress Reports, Communication Reports, and other appropriate documents from the Administrator and the Science Panel pursuant to Section 4 and 8 of this Contract; and (ii) the right to terminate the Panelist through the Administrator in accordance with Section 13.2 of this Contract. This section shall not restrict any and all rights the Settling Parties have under the Settlement Agreement.

6. TIMELINE. The members of the Science Panel shall set a schedule for performance of their Work. The Panelists shall submit a timeline(s) for the phases of their Work when, through the exercise of reasonable diligence, such a schedule is ascertainable.

7. PROGRESS REPORTS. The members of the Science Panel shall provide to the Administrator quarterly reports ("Progress Reports") in writing that provides an update to the Administrator of the general progress made in connection with the duties of the Science Panel and the targeted date of completion of particular tasks or studies. The commencement date for the quarterly Progress Reports shall be July 1, 2005.

8. PANEL CONTACTS. In order to perform the duties in this Contract, the Science Panel and the Administrator agree to read and abide by Sections 10.2, 12.2.3, and 12.5 from the Settlement Agreement, and those terms are incorporated by reference in the contract. In addition, the Science Panel and Administrator agree to abide by the following terms:

8.1 COMMUNICATION INITIATED BETWEEN THE SCIENCE PANEL AND SETTling PARTIES. Although the Science Panelist agrees not to engage in ex parte communications with either Settling Party, the Science Panel may request through the Administrator to speak directly with DuPont employees or class members. The Administrator shall discuss the request with the Settling Parties and, if the Settling Parties are in agreement, shall follow the directions jointly provided in writing by the Settling Parties for such communications. If the Settling Parties are not in agreement on the procedure for a particular communication, no ex parte communications will be permitted with DuPont employees or class members and the communication will follow the procedures prescribed in Section 10.2.2(a)(6) of the Settlement Agreement. When the Settling Parties authorize such communications, the Science Panel shall make the following record of these communications:

8.1.1 A Panelist, Professional, or an Administrative Assistant, participating in any communication between the Science Panel and a Settling Party shall prepare a general summary of the communication that contains the date, participants and issues discussed and a list of any documents or data collected ("Communication Reports").

8.1.2 The Science Panel shall not be restricted to using the same individual to summarize all communications.

8.2 COMMUNICATION INITIATED BETWEEN THE SCIENCE PANEL AND THIRD PARTIES. The Science Panel, or any Panelist, may communicate directly with persons other than counsel for the parties, DuPont employees, or class members pursuant to the following protocol:

8.2.1 Any Panelist, Professional, or Administrative Assistant participating in any communication to discuss substantive issues related to the Work of the Science Panel under this contract shall prepare a general summary of the communication that contains the date, participants and issues discussed and a list of any documents or data collected ("Communication Reports").

8.2.2 The Science Panel shall not be restricted to using the same individual to summarize all communications.

8.3 COMMUNICATION REPORTS. Each month, the Science Panel shall deliver to the Administrator a copy of all Communication Reports for the preceding month.

8.3.1 Within three (3) Business Days, the Administrator shall provide copies of the Communication Reports to the Settling Parties.

8.3.2 If requested by a Settling Party, through the Administrator, the Science Panel agrees to provide to the Administrator a copy of any documents or data referenced in any Communication Reports for distribution to the Settling Parties within three (3) Business Days of such request.

8.4 COMMUNICATION INITIATED BY THIRD PARTIES. If the Science Panel is contacted by any third party to discuss its Work under this Contract, the Science Panel shall refer such unsolicited inquiries to the Administrator for resolution and provide the Administrator any documents received. The Administrator shall, in turn, within three (3) Business Days of such referral, jointly notify the Settling Parties and shall provide a copy of any documents received from the third party. Neither the Science Panel nor the Administrator shall be required to respond to unsolicited inquiries.

8.5 EX PARTE CONTACTS. The Settling Parties shall engage in no ex parte contact with the Science Panel, the Administrative Assistants, Professionals, or any other contractors hired to perform services for the Science Panel, except as authorized by an express written waiver by the Settling Parties. The Science Panel, Administrative Assistants, Professionals, and any other authorized contractors shall conduct their Work in private and shall not communicate with the Settling Parties except through the Administrator pursuant to Section 8 of this Contract.

9. NOTICES. Any written notice or other written communication required under this Contract shall be given at the following addresses (i) by personal delivery; (ii) by facsimile transmission; (iii) by registered or certified mail, postage prepaid, return receipt requested; (iv) by nationally recognized overnight or other express courier services; or (v) electronic mail, except that electronic mail is not to be used for any written "notice" to Class Members required by the terms of the Settlement Agreement to be similar to those for providing Notice to the Certified Class approved in the Preliminary Approval Order in this case. Notice or other communications to the Named Plaintiffs, on behalf of themselves and the Class Members, shall be given through Class Counsel.

If to the Administrator:  
The Garden City Group, Inc.  
105 Maxess Road  
Melville, NY 11747  
Attn: Peter Okajima  
cc: Maryann K. Aiello, Assistant General Counsel  
Telephone: 631-470-5000  
Facsimile: 631-940-6543  
E-mail: Peter\_Okajima@gardencitygroup.com  
Maryann\_Aiello@gardencitygroup.com

If to the Panelist:  
Dr. Nelson Kyle Steenland  
1285 Oxford Road  
Atlanta, GA 30306  
Telephone: 404-712-8277  
E-mail: nsteenl@sph.emory.edu

If to DuPont:  
Laurence F. Janssen  
Steptoe & Johnson LLP  
633 West Fifth Street  
Suite 700  
Los Angeles, CA 90071  
Telephone: 213.439.9400  
Facsimile: 213.439.9599  
E-mail: ljanssen@steptoe.com

and:  
Libretta P. Stennes  
Steptoe & Johnson LLP  
1330 Connecticut Ave., N.W.  
Washington, DC 20036-1795  
Telephone: 202.429.8099  
Facsimile: 202.429.3200  
E-mail: lstennes@steptoe.com

If to the Named Plaintiffs, through Class Counsel:  
Larry A. Winter  
Winter Johnson & Hill PLLC  
United Center, Suite 500  
500 Virginia Street, East  
Charleston, WV 25301  
Telephone: (304) 345-7800  
Facsimile: (304) 345-7830  
E-mail: lwinter@wjh-law.com

and  
R. Edison Hill  
Hill, Peterson, Carper, Bee & Deitzler, P.L.L.C.  
North Gate Business Park  
500 Tracy Way  
Charleston, WV 25311-1261  
Telephone: 304-345-5667  
Facsimile: 304-345-1519  
E-mail: rehill@hpcbd.com



10. PAYMENT FOR SERVICES, EXPENSES.

10.1 COMPENSATION. As full compensation for the Services to be provided by the Panelist, the Administrator agrees to arrange for payment to the Panelist of his hourly fees at the rates outlined in Exhibit D.

10.2 EXPENSES. In addition to the compensation set forth in Section 10.1 of this Contract, the Administrator shall arrange for reimbursement to the Panelist for all out-of-pocket expenses reasonably incurred by the Panelist in connection with the performance of the Services. The out-of-pocket expenses may include costs of messenger and delivery service, travel, long-distance telephone calls, and other similar costs and expenses incurred in connection with performance of services described in this Contract.

10.3 BILLING AND PAYMENT. The Panelist shall submit disbursement requests to the Administrator to forward to the Escrow Agent for his fees and expenses on a monthly basis, using a reimbursement form substantially in the form of Exhibit E, attached hereto. Pursuant to the Escrow Agreement, the Panelist agrees to provide the Administrator with sufficient detail for the Administrator to ascertain the number of hours spent by the Panelist for a particular task related to the Services. If requested by the Administrator, the Panelist shall provide additional documentation for his bills.

10.4 SOURCE OF FUNDING. All fees and expenses for which the Administrator shall arrange for payment under this Contract shall be funded by an Escrow Account known to the Settling Parties and the Administrator as the Health Studies Escrow Account. The Administrator shall arrange for payment pursuant to the terms of an Escrow Agreement, attached hereto as Exhibit F. The Administrator shall solely be responsible to make disbursement requests for payment to the Panelist and shall in no event be responsible to compensate the Panelist directly for any fees or expenses billed for services performed by the Panelist pursuant to this Contract.

11. ADMINISTRATIVE ASSISTANT. Each Panelist shall have access to the services of an administrative assistant ("Administrative Assistant") for purposes of performing his Services as a member of the Science Panel. The Administrative Assistant shall be selected by the Panelist and shall be compensated by the Administrator from the Science Panel Escrow Account. Such Administrative Assistants shall certify under oath that they are not affiliated with nor have any current or former business or other relationship with any of the Settling Parties (unless waived by the Settling Parties) to provide the requested services, including services related to the Community Study. The Administrative Assistant(s) shall be bound by the terms of the Settlement Agreement, and shall read the Protective Order and sign the Confidentiality Agreement accompanying the Protective Order, and the terms of the Confidentiality and Publication Rights provisions of this Contract, Sections 15 and 16, respectively. The Administrative Assistant(s) shall submit their fees and expenses to the Science Panel for payment pursuant to the procedure set forth in the Escrow Agreement and Section 4.5 and 10.2 of this Contract. The Administrative Assistant(s) shall be compensated at a reasonable rate agreed to in advance by the Settling Parties.

12. OTHER PROFESSIONALS. The Science Panel shall have access to the services of toxicologists and/or professionals from other scientific disciplines ("Professionals") to assist in the performance of the Science Panel's Work pursuant to Section 12.2.1 of the Settlement Agreement. The Professionals shall be selected by the Science Panel by a majority vote and shall be compensated through the Administrator from the Science Panel Escrow Account by the Administrator. Such Professionals shall certify under oath that they are not affiliated with nor have any current or former business or other relationship with any of the Settling Parties (unless waived by the Settling Parties) to provide the requested services, including services related to the Community Study. The Professionals shall be bound by the terms of the Settlement Agreement, and shall read the Protective Order and sign the Confidentiality Agreement accompanying the Protective Order, and the terms of the Confidentiality and Publication Rights provisions of this Contract, Sections 15 and 16, respectively. While such Professionals may assist the Science Panel with its Work, the Science Panel shall have the ultimate responsibility of designing the Community Study, and making any and all final Finding(s) and determinations required by the Settlement Agreement. The Professional(s) shall submit their fees and expenses to the Science Panel for payment pursuant to the procedure set forth in the Escrow Agreement and Section 4.5 and 10.2 of this Contract. The Professional(s) shall be compensated at a reasonable rate agreed to in advance by the Settling Parties.

13. TERMINATION. This contract may only be terminated by (i) the Panelist, or (ii) the Administrator, solely upon joint written instruction of the Settling Parties.

13.1 TERMINATION BY THE PANELIST. The Panelist may resign from the Science Panel and terminate this Contract upon sixty (60) days written notice to the Administrator, who shall notify the Settling Parties within three (3) business days of receipt of such notice.

13.2 TERMINATION BY THE ADMINISTRATOR. The Administrator shall terminate this Contract through written notice to the Panelist only upon joint written instruction of the Settling Parties to terminate. Termination of the Panelist shall be effective 5 Business Days after receipt of such notice by the Panelist. The Panelist agrees to hold the Administrator harmless for any termination by joint written instruction of the Settling Parties. If the Settling Parties determine that the contract must be terminated, the Administrator shall arrange for compensation for the Panelist pursuant to the terms of the Escrow Agreement, for all reasonable fees and expenses incurred by the Panelist through the effective date of termination.

14. INDEPENDENT CONTRACTOR. It is understood and agreed that the Panelist shall perform the Work as an independent contractor. Neither the Panelist, nor any Administrative Assistant selected pursuant to Section 11 of this Contract, nor any Professionals selected pursuant to Section 12 of this Contract, nor any of the Panelist's employees shall be deemed to be an employee of the Administrator or the Settling Parties. The Panelist shall be responsible for any and all taxes and other payments due on payments received from the Escrow Fund through the Administrator pursuant to this Contract.

15. CONFIDENTIAL INFORMATION. In connection with this Contract, the Panelist may receive certain information from the Settling Parties through the Administrator that is marked as

Confidential Information. Such information shall be clearly marked as "Confidential" by the producing party(ies) and shall contain the following statement:

CONFIDENTIAL This document is subject to restriction by order of the Circuit Court of Wood County, West Virginia, Case No. 01-C-608, and may not be copied or disseminated except by Order of the Court

The Panelist shall abide by the terms of the Protective Order as agreed in the previously signed Confidentiality Agreement. This Agreement shall not restrict the Panelists use of the underlying data in any document designated as "Confidential" in the Panel's Work pursuant to the terms of this Contract. The Panelists shall use Confidential Information for purposes of their Work and for no other purpose. Should the Panelist make use of the services of any Administrative Assistant pursuant to Section 11 of the Contract or should the Panel make use of any Professional pursuant to Section 12 of the Contract, the Science Panel shall require such Administrative Assistants and Professionals to read the Protective Order and sign the Confidentiality Agreement.

16. PUBLICATION RIGHTS. The Science Panel shall have the right to publish the Work of the Science Panel under this Contract, provided that any effort by the Panel to publish their work shall not interfere with or delay the Panel's reporting obligations under this Contract. The Work generated by the Panel, as well as all Finding(s) made by the Panel shall not be the property of the Panel, the Panelist, the Administrator or the Settling Parties. No provision in this Contract shall be interpreted as restricting the Science Panel from publishing any portion of their Work or Finding(s). Neither the Panel, nor any Panelist, shall be permitted to restrict the Settling Parties use of any data collected, reports generated, or Findings made by the Panel, with the exception of personal identifying information of study participants which must be protected for confidentiality purposes. Should the Panel or a Panelist make use of Administrative Assistant(s) or Professional(s), or any other agents, this section extends to such Administrative Assistant(s), Professional(s), or agent(s).

17. DURATION. This Contract shall run from the date on which it is executed until the earlier of such time as (i) the Administrator delivers notice to the Science Panelists that the purpose of the Contract as set forth in Sections 12.2 et seq. of the Settlement Agreement with respect to the Science Panel has been fulfilled or (ii) the Contract is terminated pursuant to Section 13 of this Contract. The rights and obligations of the Parties which by their nature continue after the termination of this Contract shall survive such termination and continue until each such right or obligation expires in accordance with its respective term.

18. HEADINGS. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

19. COUNTERPARTS. Provided that the parties promptly thereafter exchange original signature pages, this Contract may be executed by exchange of faxed executed signature pages. Facsimile signatures shall be considered the same as originals. This Contract may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed and certified this Contract to be effective as of the date first above written.

The Garden City Group, Inc. as  
Administrator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Nelson Kyle Steenland*

\_\_\_\_\_  
Nelson Kyle Steenland

5/31/05