

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this ____ day of June, 1995, by and among the United States of America, acting through its Department of Justice, David R. Siller, and Becton Dickinson and Company ("BD"), a corporation organized and existing under the laws of the State of New Jersey and having its principal place of business in Franklin Lakes, New Jersey (hereinafter collectively referred to as "the parties").

RECITALS

A. WHEREAS BD and the United States Department of Veterans Affairs ("VA") have been parties to Federal Supply Schedule contracts for the sale to the United States of prepared culture media and in vitro diagnostic products;

B. WHEREAS, On January 4, 1991, David R. Siller filed suit against BD in the United States District Court for the District of Maryland on behalf of the United States pursuant to the qui tam provisions of the False Claims Act in United States ex rel. David R. Siller v. Becton Dickinson & Co., Civil No. S-91-33 (D. Md.) (the "Siller qui tam suit");

C. WHEREAS the allegations set forth in the Complaint filed by David R. Siller were the subject of a subsequent audit and investigation by the VA Office of the Inspector General and the United States Department of Justice;

D. WHEREAS, on October 5, 1992, the United States, pursuant to 31 U.S.C. § 3730(b)(4)(A), elected to intervene in United States ex rel. David R. Siller v. Becton Dickinson & Co., and filed, on December 16, 1992, an Amended Complaint (the "Amended Complaint");

E. WHEREAS the Complaint and Amended Complaint allege that BD submitted or caused to be submitted to the United States claims for payment under its Federal Supply Schedule contracts with the VA that give rise to liability under the False Claims Act and/or common law doctrines;

F. WHEREAS BD denies the allegations in the Complaint and Amended Complaint; and

G. WHEREAS the parties, without admission of fault or wrongdoing, desire to reach a full and final compromise and settlement as set forth hereinafter:

TERMS AND CONDITIONS

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, and with full authority to enter this Agreement and to be bound thereby, the parties agree as follows:

employees and agents only. By this instrument the parties hereto do not intend to create a benefit for any other party or entity, and do not waive, compromise, or release their claims or causes of action against any other person or entity.

13. This Settlement Agreement is executed in five counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

14. The parties agree that this Settlement Agreement may not be modified or otherwise changed except by a writing duly executed by BD, David R. Siller and the United States. The parties further agree that this written Settlement Agreement contains the parties' entire agreement with respect to the subject matter of the Settlement Agreement.

UNITED STATES OF AMERICA

FRANK W. HUNGER
ASSISTANT ATTORNEY GENERAL

DATED: _____

By: _____

MICHAEL C. THEIS
Trial Attorney
Civil Division
Department of Justice
10th St. & Constitution Ave., N.W.
Washington, D.C. 20530

BECTON DICKINSON AND COMPANY

DATED: _____ By: _____

Becton Dickinson & Company
1 Becton Drive
Franklin Lakes, New Jersey 07417

DAVID R. SILLER

DATED: _____ By: _____

DAVID R. SILLER

DATED: _____ By: _____

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1225 19th Street, N.W.
Washington, D.C. 20036