

STATE OF FLORIDA
COUNTY OF PALM BEACH

SETTLEMENT AGREEMENT AND GENERAL RELEASE

A SETTLEMENT AGREEMENT AND GENERAL RELEASE, MADE THIS 10th day of March, 1994, by, between and among (Hereafter "CLAIMANT") and DOW CORNING CORPORATION, and its subsidiary, DOW CORNING WRIGHT CORPORATION (Hereafter "DCC").

RECITALS

- A. On February 15, 1979, "CLAIMANT", underwent bilateral breast augmentation utilizing Dow Corning Silicone Mammary Prosthesis.
- B. On March 11, 1994, "CLAIMANT", underwent breast implant surgery for bilateral removal of her implants.

WHEREAS, "CLAIMANT", have asserted a claim against "DCC" arising out of "CLAIMANT'S" use of DCC Silicone Mammary Prosthesis, and WHEREAS, DCC denies liability with respect to any and all above-mentioned claims; and WHEREAS, the Parties nevertheless desire to settle and compromise the above set forth claim. NOW, THEREFORE, it is agreed as follows:

1. Upon execution of this Agreement, and in settlement of all claims raised by "CLAIMANT", against, "DCC", and without the admission of any liability of any type whatsoever on the part of "DCC", "DCC" will issue to "CLAIMANT" a check in the sum of \$19,070.00.

2. IN FURTHER CONSIDERATION OF THE FOREGOING, "CLAIMANT" hereby releases, acquits, forever discharges, covenant not to sue, and covenant to hold harmless "DCC", and its officers, agents, insurers, servants, employees, directors, attorneys, distributors, representatives, successors or assigns, hereinafter collectively referred to as "DOW CORNING CORPORATION", of and from any and all claims, demands, damages, actions, suits or causes of action, including, but not limited to, any and all claims actually asserted and any and all claims, liabilities, known or unknown, liquidated or unliquidated, whatsoever in law or in equity

now existing or which may hereafter accrue against DOW CORNING CORPORATION arising only from the above described occurrence involving Dow Corning Breast Implants.

3. This Agreement contains the entire Agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital. This Agreement, and each and every term and provision hereof, shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the Parties hereto have entered into the Agreement as of the date and day first set forth.

BY: _____

I, _____, authorize payment of \$19,070.00 directly to Dr. Jerome Craft.

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 10 day of March, 1994, before me personally appeared _____, to be known to be the person(s) named herein who executed the foregoing Release and Settlement Agreement and who being duly sworn acknowledges same to be their free act and deed.

Carol Oxtre
Notary Public
My Commission expires: 5/7/94

