# EXHIBIT G

certain restrictions. See 15-17 below. Also, they should understand that the companies that are parties to the new settlement program are prohibited from now engaging in settlement negotiations and discussions (except on a case-by-case basis involving cases that were brought by persons who earlier opted out of the global settlement or cases that may be specifically set for trial or court-sponsored mediation or arbitration), and that any recoveries through separate litigation or settlement are subject to potential sharing in the cost of services performed by counsel for the "common benefit" of all having breast implant claims. See 28 below.

(e) Persons wanting to obtain the Advance Payment and payment of other benefits at the earliest possible date can waive this second opt-out right.

## REVISED SETTLEMENT PROGRAM

8. General Description. The revised settlement program can be described as a "claims-made" program. Rather than the settling defendants offering to make a prescribed payment into a settlement fund that then would be divided in some manner among class members electing to participate (and perhaps being subject to cancellation if too many class members elect not to participate), the amounts to be paid to individual participants are essentially unconditional, fixed, and unaffected by the number or amount of benefits paid to other participants, and the total amount to be paid by the various settling defendants will be determined by the number of, and the payments to, the persons participating in the settlement.

(a) This revised settlement is being offered by some, but not all, of the manufacturers and suppliers involved in the original settlement; and, as described in 10 below, not all Lindsey class members are eligible to participate in the revised settlement.

(b) The benefits provided are substantially less than the amounts shown in the Disease Compensation Schedule of the original settlement (which, before ratcheting, could have been as high as $1,400,000 for some class members). The maximum benefits payable under the revised settlement are $253,000 ($250,000 under Long-term Benefits Schedule plus $3,000 for explantation). Such benefits would be payable, for example, to a qualified participant who in May 1993 developed Systemic Lupus with a compensation level "A" under the criteria of the revised settlement program, and whose only implants, manufactured by Baxter/Heyer-Schulte, were removed in May 1994.

(c) At the lower range of benefits, however, the amount payable to some eligible participants under the revised settlement may actually exceed that described under the global settlement. For example, an "Advance Payment" of $1,000 would be payable to a qualified participant with a Baxter/Heyer-Schulte implant who did not make a Current Disease Compensation Program claim under the global settlement and who does not in future years either have her implants removed or develop a disease or symptomology covered under the criteria of either settlement program. Also, the amount payable ($3,000) to those who qualify for explantation benefits but who would not otherwise qualify for any benefits may exceed the amount that might have been payable to such persons under the global settlement.

(d) For other qualified participants, benefits should fall between these limits, depending on factors such as (1) the manufacturer(s) of the implant(s), (2) the severity and disease/symptomology criteria under the global settlement and the revised settlement, (3) the time when a claim and supporting documentation are filed, (4) whether there is proof of rupture, and (5) the time when an implant is removed.

9. Settling Defendants under Revised Settlement. A full listing of the settling defendants participating in the revised settlement is contained in Exhibit B1. In this Notice, however, the following short descriptions of these defendants are sometimes used for convenient reference:

- "Bristol", meaning Bristol-Myers Squibb Co., Medical Engineering Corp. (MEC), and their affiliates, including breast implants sold under the "Surgitek" name.
- "Baxter", meaning Baxter Healthcare Corporation, Baxter International Inc., American Hospital Supply Co. (Heyer-Schulte) and their affiliates.
- "3M", meaning Minnesota Mining & Manufacturing Co., McGhan Medical Corp. (Dela.) and their affiliates. (For purposes of this program, "3M implants" are 3M/McGhan implants manufactured wholly or partly before 8/3/84.)
- "McGhan", meaning McGhan Medical Corporation (Calif.) and INAMED Corporation. (For purposes of this program, "post 8/84 McGhan" implants are silicone-gel breast implants manufactured at or by McGhan wholly after 8/2/84.)
- "Union Carbide", meaning Union Carbide Chemical & Plastics Co., Union Carbide Corporation, and their affiliates.

See Exhibit G for various brand names of implants.

10. Eligibility.

(a) A person who does not timely opt out will be eligible to participate in the revised settlement program if she satisfies each of the following requirements:

(1) is not a "foreign" claimant (see 18);

(2) has not released through settlement all claims against each of the settling defendants whose implants were implanted in the person (or had such claims resolved by final judgment); and

(3) before June 1, 1993, either—

(A) was implanted with one or more breast implants manufactured by Bristol, Baxter, or 3M, or

(B) was implanted only with one or more "post 8/84 McGhan" silicone-gel breast implants (or only with one or more such implants and with one or more breast implants manufactured by *Bioplasty, Cox Uphoff/CUI,* or Mentor).

(b) An implant recipient who would otherwise be eligible but for having earlier opted out of the global settlement may participate in the settlement (but without opt-out rights under 7 above) by filing with the Claims Office an Election Form before the person proceeds to trial against any of the settling defendants. If the form is filed after December 16, 1996, the person will be classified as a "Late Registrant."

(c) As under the global settlement, participation by an implant recipient also constitutes participation by that person's estate and family members with respect to any derivative or representative claims. However, any claims by children of implant recipients with respect to their own personal injury are not covered by the revised settlement, and the pursuit of any such claims is not barred by this settlement.

**11. Registration; Proof of Manufacturer Form; Classification of Participants.**

(a) Persons eligible to participate in the revised settlement who have already registered with the Claims Office do not have to re-register (whether or not they filed any claim under the global settlement). However, they should complete and file with the Claims Office the "Election Form" (included with this Notice) when they are prepared to make a decision regarding possible participation in the settlement, and the failure to file this form by December 16, 1996, would preclude an otherwise eligible participant from obtaining the special benefits and protections afforded to "Current Claimants".

(b) Persons eligible to participate in the revised settlement who have not already registered with the Claims Office may still participate as "Late Registrants" under the revised settlement, but must file with the Claims Office the "Election Form" (included with this Notice) by April 1, 1996, in order to preserve certain rights to opt out later.

(c) All persons who are eligible and may want to participate in the revised settlement must also complete and file with the Claims Office the Proof of Manufacturer Form (included with this Notice). Although there is no fixed deadline for filing this form, benefits cannot be paid under the revised settlement until the participant has filed this form with supporting documentation, and failure to file this form and proof by December 16, 1996, would preclude otherwise eligible participants from obtaining the special benefits and protections accorded to "Current Claimants".

(d) The benefits, options, and protections given participants under the revised settlement vary based on the following classifications of participants:

- "Current Claimants": eligible participants who, under terms of the global settlement, (1) mailed to the Claims Office by September 16, 1994, a signed Registration Form and (2) mailed to the Claims Office by October 17, 1994, a substantially complete Current Disease Compensation Form with sufficient documentation to be classified by the Claims Office under the global settlement as a current claimant (without regard to whether any deficiencies in documentation would be classified as minor or major).
- "Other Registrants": eligible participants who are not "Current Claimants" as defined above, but (1) who registered with Claims Office by March 1, 1995, or (2) who, having previously opted out of the global settlement, withdraw their exclusion and register with Claims Office by December 16, 1996.
- "Late Registrants": all other eligible participants who register with the Claims Office but are neither "Current Claimants" nor "Other Registrants" as defined above. There presently is no deadline for registration, but the Court may in the future impose a final deadline for registration, and the "Second Opt-Out Right" under 7 above is not provided to persons who register after April 1, 1996.

**12. Benefits for Participants Who Have Had at least one Bristol, Baxter, or 3M Breast Implant.** Participants with at least one Bristol, Baxter, or 3M breast implant are eligible to receive explantation benefits under 12(a), plus either long-term benefits under 12(b) or fixed payment benefits under 12(c). They are also entitled to receive an "Advance Payment" under 12(d) that will be credited against benefits under 12(b) or 12(c).

(a) Explantation Benefit: A one-time payment of $3,000 will be paid to participants (other than "Late Registrants") on proof of removal of a Bristol, Baxter, or 3M implant after April 1, 1994, and before December 15, 2010 (end of 15-year program). Payment is in addition to payments under 12(b) or 12(c) below. The settling defendants' obligations to pay their respective shares of these payments are unconditional and do not depend on how many or how few participants elect to participate and qualify for benefits. The Explantation Claim Form enclosed with this Notice contains detailed explanations and instructions for submitting and documenting such claims.

| Long-term Benefit Schedule (Paragraph 12(b)) | | |
|---|---|---|
| Disease or Symptomology; Compensation Level (Exhibit E1 to this Notice) | Bristol, Baxter, or 3M implant | |
| | No Dow Corning implant | Also one or more Dow Corning implants |
| Scleroderma (SS) or Lupus (SLE); Compensation Level A | $250,000 | $125,000 |
| Scleroderma (SS) or Lupus (SLE); Compensation Level B | $200,000 | $100,000 |
| Scleroderma (SS) or Lupus (SLE); Compensation Level C | $150,000 | $ 75,000 |
| General Connective Tissue Symptoms (GCTS), Polymyositis (PM), or Dermatomyositis (DM); Compensation Level A | $110,000 | $ 55,000 |
| General Connective Tissue Symptoms (GCTS); Compensation Level B | $ 75,000 | $ 37,500 |

(b) Long-term Benefits. Participants with at least one Bristol, Baxter, or 3M implant will be paid benefits under the above schedule upon proof, during the 15 years of the program (before December 15, 2010), of having developed a disease or symptomology, at the indicated compensation level, as defined in revised settlement. (See Exhibit E1.) These criteria are more restrictive than those in the original settlement program.

(1) Benefits of $100,000 or less will be paid in single lump sum payment; larger benefits may be paid in 2 or 3 annual installments. (Defendants are not required to pay more than $100,000 to a recipient in any given year.)

(2) If before the end of the 15-year period of program a participant documents a condition that would entitle her to a larger payment than previously received, she would at that time be paid the difference between the new amount and any amount previously paid under this schedule.

(3) Bristol's, Baxter's, and 3M's obligations are unconditional and unlimited in amount (*i.e.*, not affected by how many or how few persons accept the revised settlement or by how much money they must pay under the settlement) with respect to their respective shares of benefits approved under the Long-term Benefit Schedule (other than under 12(b)(2))—

(A) for GCTS, PM, or DM benefits payable to a Current Claimant who had any claim under the global settlement that would have been either approved or treated as having only minor deficiencies, and

(B) for SS/SLE benefits to a Current Claimant who had a claim for SS/SLE under the global settlement that would have been either approved or treated as having only minor deficiencies.

(4) Except as stated in (3) above, the obligations of Bristol, Baxter, and 3M to pay their respective shares of payments under the above schedule are subject to certain maximum limitations. See 20(b) below. However, any failure by them to make payments will at that time give affected participants (other than "Late Registrants") a right to opt out and pursue litigation against the defendants. See 20(e) below.

(c) Special Options, Benefits, and Protections for "Current Claimants." As an alternative to benefits under 12(b) above, "Current Claimants" (defined in 11(d) above) who have had a Bristol, Baxter, or 3M breast implant may elect to receive a fixed payment under the following Fixed Amount Benefit Schedule based on disability/severity levels specified in the Disease Schedule of the global settlement for diseases described in that Schedule (rather than under the more restrictive criteria of the revised settlement).

Benefits under this Fixed Amount Benefit Schedule constitute "one-time" settlement compensation, and will not be increased if, after being paid benefits under this schedule, a recipient should later develop a medical condition that would otherwise qualify for higher benefits under this schedule (other than for "rupture" under (2) below) or for higher benefits under the "long-term benefit schedule" of 12(b).

| Fixed Amount Benefit Schedule (Paragraph 12(c)) | | | | |
|---|---|---|---|---|
| Disability/severity Level for diseases under global settlement | "Current Claimant" with Bristol, Baxter, or 3M implant | | | |
| | No Dow Corning implant | | Also one or more Dow Corning implants | |
| | Proof of rupture of Bristol, Baxter, or 3M implant | No rupture proof | Proof of rupture of Bristol, Baxter, or 3M implant | No rupture proof |
| A | $100,000 | $ 50,000 | $ 50,000 | $ 25,000 |
| B | $ 50,000 | $ 20,000 | $ 25,000 | $ 10,000 |
| C or D | $ 25,000 | $ 10,000 | $ 12,500 | $ 5,000 |

(1) Benefits of $25,000 or less will be paid in single lump sum payment; larger benefits will be paid in 2 equal annual installments.

(2) The increase in benefit level for rupture is limited to "rupture" of a Bristol, Baxter, or 3M silicone-gel implant that is established by explantation and documented by December 16, 1996.

(A) A Rupture Claim Form is enclosed with this Notice for use in submitting claims for rupture benefits. To qualify for benefits, the participant must complete and mail this form, with proof of the rupture, to the Claims Office in time to be received by the Claims Office by December 16, 1996.

(B) For further details, including definition of "rupture" and types of acceptable documentation, see the instructions and explanation on back of Rupture Claim Form.

(3) At the time of being sent their Notification of Status, Current Claimants will be asked to chose between schedules 12(b) and 12(c) and they must make this choice before they will be paid benefits under either schedule. Those who choose compensation under schedule 12(c) may not later seek compensation under schedule 12(b). Those who choose compensation under schedule 12(b) may, before being paid benefits under schedule 12(b), elect to return to schedule 12(c) but, in such event, the benefits under 12(c) as shown above will be reduced by 25%.

(4) The obligations of Bristol, Baxter, and 3M to pay their respective shares of benefits under 12(c) are unconditional and unlimited in amount—not affected by how many or how few persons accept the revised settlement or by how much money they must pay under the settlement. As an additional protection to Current Claimants, the obligations of Bristol, Baxter, and 3M to make payments under schedule 12(b) to certain Current Claimants, as described in 12(b)(3) above, are unconditional and not subject to any maximum limitations.

(d) Advance Payments. As soon as the Claims Office can determine that a participant (other than a "Late Registrant") has submitted satisfactory proof of manufacture of a Bristol, Baxter, or 3M breast implant to be eligible to participate and has waived or not timely elected to exercise her "Second Opt-Out Right", the participant will be paid $5,000 if a "Current Claimant" or $1,000 if an "Other Registrant", as those terms are defined in 11(d) above. These are "advances" in that they will be credited against (and reduce) amounts later determined to be payable under 12(b) and 12(c) above but will not otherwise be refundable (in the absence of fraud).

13. Benefits for Participants Qualifying because of "post 8/84 McGhan" Silicone-gel Breast Implants. Breast implant recipients who have never received a Bristol, Baxter, or 3M implant but are eligible to participate because of having received only "post 8/84 McGhan" silicone-gel breast implants (or only such implants and Bioplasty, Cox Uphoff/CUI, or Mentor implants) are eligible to participate, but with more limited benefits than provided recipients with a Bristol, Baxter, or 3M implant. These more limited benefits will be paid by McGhan (20%), 3M (40%), and Union Carbide (40%) to such persons as follows:

(a) Benefits. Such participants will be paid benefits under the following schedule upon proof, during the 15 years of the program (before December 15, 2010), of having developed a disease or symptomology, at the indicated compensation level, as defined in the revised settlement. (See Exhibit E1). "Current Claimants" (defined in 11(d) above) may optionally qualify for one-time benefits based on proof of a disability/severity level and disease defined in the Disease Schedule for the global settlement.

| "Post 8/84 McGhan" implant benefits | |
|---|---|
| Qualifying Disease or Symptomology and Disability/severity or Compensation Level | Amount |
| SS/SLE Comp. Level A,B, or C under revised disease schedule<br>or<br>Disability/severity Level A under disease schedule of global settlement (Current Claimants only) | $ 50,000 |
| GCTS/PM/DM Comp. Level A under revised disease schedule<br>or<br>Disability/severity Level B under disease schedule of global settlement (Current Claimants only) | $ 20,000 |
| GCTS Comp. Level B under revised disease schedule.<br>or<br>Disability/severity Level C or D under disease schedule of global settlement (Current Claimants only) | $ 10,000 |

(b) Benefits will be paid in a single lump sum payment.

(c) If during the 15-year period of the program, a participant develops and documents a condition that would entitle her to a larger payment under the revised disease schedule than previously received under that schedule, she would at that time be paid the difference between the new compensation amount and the amount previously paid.

(d) The obligations of McGhan, 3M, and Union Carbide to pay their respective shares of benefits based on "post 8/84 McGhan" implants to qualifying Current Claimants based on the global settlement disease schedule—and to certain qualifying Current Claimants based on the revised disease schedule, as described in 12(b)((3)(A) and (B)—are unconditional and do not depend upon how many or how few other such Current Claimants elect to participate and qualify for benefits. However, "post-8/84 McGhan" benefits do not become payable to Current Claimants until the Court's order becomes "Final" and, therefore, may be delayed if there is an appeal from approval of the revised settlement.

(e) Except as stated in (d) above, the obligations of McGhan, 3M, and Union Carbide to pay their respective shares of benefits based on "post 8/84 McGhan" implants are subject to certain maximum limitations. See 20(c) below. However, any failure by them to make payments will at that time give affected participants (other than "Late Registrants") a right to opt out and pursue litigation against the defendants. See 20(e) below.

(f) There are no "Advance Payments" or rupture benefits payable to implant recipients qualifying for eligibility based on "post 8/84 McGhan" implants, nor does this revised settlement program provide benefits for removal of "post 8/84 McGhan" implants.

14. **Benefits and Options for "Late Registrants."** Late Registrants, as defined in 11(d) above, are eligible for benefits only under 12(b) and 13, and not for explantation benefits or Advance Payments. Late Registrants will be paid benefits under 12(b) only if, when, and to the extent Bristol's, Baxter's, and 3M's cumulative payments to Current Claimants and Other Registrants under 12(b) do not exceed their respective maximum obligations as stated in 20. Late Registrants will be paid benefits under 13 only if, when, and to the extent McGhan's, 3M's, and Union Carbide's cumulative payments under 13 do not exceed their respective maximum obligations as stated in 20. As under the global settlement, Late Registrants will have no right to opt out in the event such maximum limitations result in their not receiving the full amount shown in the schedules. Late Registrants will, however, be entitled to the "Second Opt-Out Right" described in 7 above if they register with the Claims Office by April 1, 1996.

15. **Status of Recipients of Mentor Implants.** Implant recipients who have received one or more Mentor implants in addition to Bristol, Baxter, 3M, or "post 8/84 McGhan" implants, are eligible to receive the same benefits under the revised settlement as others eligible to participate in the revised settlement.

(a) There are no special benefits based on explantation or rupture of a Mentor implant.

(b) Persons who have had a Mentor implant but never had a Bristol, Baxter, 3M, or "post 8/84 McGhan" implant are not eligible for benefits under the revised settlement program. They will, however, be eligible to participate in distribution of the approximately $25,800,000 being paid by Mentor under terms of a limited-fund mandatory (non-opt out) class settlement with Mentor (which was not appealed and became final on September 10, 1993). The distribution formula for those benefits will be set by the Court at a later time, and it is anticipated that, because of the very limited funds set aside for such recipients, the Court will give preferential, if not exclusive, consideration to those who do not have potential claims against other implant manufacturers.

(c) Persons who have had a Mentor

implant—whether or not eligible to participate in the revised settlement—have the same rights to opt out as provided to other members of the Lindsey class. They should understand, however, that, because of the earlier Mentor limited-fund settlement, they are precluded from instituting or pursuing litigation regarding breast implant claims against the "Mentor Defendants" (Mentor Corporation; Mentor Polymer Technologies, Inc.; Mentor O&O, Inc.; Mentor H/S, Inc.; Mentor Urology, Inc.; Mentor International, Inc.; and Tecknar Corp.) for implantations occurring before June 1, 1993.

16. **Status of Recipients of Bioplasty Implants.** Implant recipients who have received one or more Bioplasty implants in addition to Bristol, Baxter, 3M, or "post 8/84 McGhan" implants, are eligible to receive the same benefits under the revised settlement as others eligible to participate in the revised settlement.

(a) There are no special benefits based on explantation or rupture of a Bioplasty implant.

(b) Persons who have had a Bioplasty implant but never had a Bristol, Baxter, 3M, or "post 8/84 McGhan" implant are not eligible for benefits under the revised settlement program. They will, however, be eligible to participate in distribution of the approximately $5,000,000 being set aside by Bioplasty under terms of bankruptcy proceeding. The distribution formula for those benefits will be set by the Court and the Bankruptcy Court for the United States District Court in Minnesota at a later time, and, because of the very limited funds set aside for such recipients, it is anticipated that the courts will give preferential, if not exclusive, consideration to those who do not have potential claims against other implant manufacturers.

(c) Persons who have had a Bioplasty implant—whether or not eligible to participate in the revised settlement—have the same rights to opt out as provided to other members of the Lindsey class. They should understand, however, that, because of the Bioplasty bankruptcy proceedings, they are precluded from instituting or pursing litigation regarding breast implant claims against the "Bioplasty Defendants" (Bioplasty, Inc.; Bio-Manufacturing, Inc.; and Uropiasty, Inc.).

17. **Status of Recipients of Dow Corning Implants.** Implant recipients who have had one or more Dow Corning implants in addition to Bristol, Baxter, or 3M implants may participate in the revised settlement, but will have reduced benefits under the revised settlement in view of their right to present claims related to their Dow Corning implants.

(a) Benefits for such participants under 12(b) and 12(c) are 50% of the benefits for those without Dow Corning implants. Participants in the revised settlement do not, however, waive any claims against Dow Corning, though they should understand that any claims against Dow Corning are subject to certain automatic stays and other orders that may issue from the Bankruptcy Court for the United States District Court for the Eastern District of Michigan and, to be preserved, may require presentation of a proof of claim in that court.

(b) There are no special benefits based on explantation or rupture of a Dow Corning implant.

(c) Persons who have received a Dow Corning implant but never received a Bristol, Baxter, or 3M implant are not eligible for benefits under the revised settlement program even if they received a "post 8/84 McGhan" implant.

(d) Persons who have received a Dow Corning implant—whether or not eligible to participate in the revised settlement—have the same opt-out rights as other members of the Lindsey class. They should understand, however, that any claims against Dow Corning are subject to certain automatic stays and other orders that may issue from the Bankruptcy Court for the United States District Court for the Eastern District of Michigan and, to be preserved, may require presentation of a proof of claim in that court.

(e) Implant recipients will likely be mailed a separate notice from the Bankruptcy Court for the United States District Court for the Eastern District of Michigan explaining procedures and possibly deadlines for presenting or preserving claims against Dow Corning.

18. **Definition and Status of "Foreign Claimants".** "Foreign Claimants" were defined in the global settlement, and continue to be defined under this Notice, as being breast implant recipients (i) who were not citizens or resident aliens of the United States, (ii) whose breast implants were all implanted outside the United States, and (iii) who had not received any compensation from any then settling defendant or released party for breast implant injuries or expenses under the laws or procedures of a country other than the United States. Such persons were offered more limited settlement benefits under the global settlement than the domestic members of the Lindsey class, but were also provided additional guarantees regarding opt-out rights, as well as the opportunity (if they did not participate affirmatively in the global settlement) to pursue breast-implant claims in the administrative and judicial tribunals of their own countries. Foreign claimants from Australia and the Canadian provinces of Ontario and Quebec were excluded from the Lindsey class unless they affirmatively opted into the settlement.

(a) After issuance of the notice of the global settlement, this Court in several orders relating to foreign recipients who had opted out of the global settlement concluded that litigation in courts of the United States by citizens of Australia, Canada, and

# ANNEX B

| Settlement Grid<br>Personal Injury Claims*<br>(all amounts in U.S. $) | | |
|---|---|---|
| **Settlement Payment Option** | **Amount of Compensation Base Payment** | **Amount of Compensation Premium Payment** |
| **Breast Implant Claims** | | |
| **Expedited Release Payment Option** | 2,000 | N/A |
| **Disease Payment Option** | | |
| Disease Payment Option I: Level One C or D | 10,000 | 2,000 |
| Level One B | 20,000 | 4,000 |
| Level One A | 50,000 | 10,000 |
| Disease Payment Option II: Level Two — GCTS – B | 75,000 | 15,000 |
| Level Two — GCTS - A/PM/DM | 110,000 | 22,000 |
| Level Two — Systemic Sclerosis/Lupus C | 150,000 | 30,000 |
| Level Two — Systemic Sclerosis/Lupus B | 200,000 | 40,000 |
| Level Two — Systemic Sclerosis/Lupus A | 250,000 | 50,000 |
| **Explantation Payment Option** | 5,000 | N/A |
| **Rupture Payment Option** | 20,000 | 5,000 |
| Multiple manufacturer reduction (applied to compensation under the Disease Payment Option and, if a "rupture enhancement payment" has been made in the Revised Settlement Program, to any compensation awarded under the Rupture Payment Option to Claimants who also qualify for the Disease Payment Option) | 50% | 50% |
| **Covered Other Products Personal Injury Claims** | | |
| **Expedited Release Payment Option** | 1,000 | |
| **Medical Condition Payment Option** | | |
| Level One — Base | | |
| Chins, Facial, Nasal Gel Implants | 5,000 | Additional payments (including any "premium" entitlement) to be allocated from excess Other Products Fund, if any. |
| SMALL JOINT ORTHOPEDIC IMPLANT | 5,000 | Additional payments (including any "premium" entitlement) to be allocated from excess Other Products Fund, if any. |

| Settlement Grid<br>Personal Injury Claims*<br>(all amounts in U.S. $) | | |
|---|---|---|
| **Settlement Payment Option** | **Amount of Compensation Base Payment** | **Amount of Compensation Premium Payment** |
| LARGE JOINT ORTHOPEDIC IMPLANT — Knee | 7,500 | Additional payments (including any "premium" entitlement) to be allocated from excess Other Products Fund, if any. |
| LARGE JOINT ORTHOPEDIC IMPLANT — Hip | 10,000 | Additional payments (including any "premium" entitlement) to be allocated from excess Other Products Fund, if any. |
| TMJ | 5,000 | Additional payments (including any "premium" entitlement) to be allocated from excess Other Products Fund, if any. |
| Testicular, Penile | 5,000 | Additional payments (including any "premium" entitlement) to be allocated from excess Other Products Fund, if any. |
| Level Two — TMJ Enhanced | 10,000 | Additional payments (including any "premium" entitlement) to be allocated from excess Other Products Fund, if any. |
| Multiple manufacturer reduction for TMJ Claimants who have both a Dow Corning Covered Other Product and a TMJ product made by any other manufacturer. | 50% | N/A |
| **Silicone Material Claims** | | |
| Silicone Material Claims will be paid from a fixed fund of $57.5 million (NPV); the amount paid to each individual Claimant will be determined after review and evaluation by the Claims Office | | |
| **Expedited Release Payment Option** | To Be Determined | To Be Determined |
| **Disease Payment Option** | To Be Determined | To Be Determined |

* Amounts payable to settle Foreign Claims are subject to reduction to 35% or 60% of the above-listed amounts, depending on country of residence.