C A N A D A

PROVINCE OF ONTARIO

In re: Silicone Gel Breast Implants
Products Liability Class Action
Litigation in Ontario

This Agreement Relates to Class Actions
Certified and/or Authorized in the
Following Matter:

BETWEEN

DEBORAH BENDALL and
WENDY NORMAN,

Plaintiffs,

And

MCGHAN MEDICAL CORPORATION and DOW CORNING CANADA, INC. and
DOW CORNING CORPORATION,

Defendants.

PROVINCE OF ONTARIO
Ontario Court
(General Division)
London, Ontario
Court File No: 14219/93
Honourable Mr. Justice Warren K. Winkler

DOW CORNING/ONTARIO
BREAST IMPLANT LITIGATION
SETTLEMENT AGREEMENT

DOW CORNING/ONTARIO
BREAST IMPLANT LITIGATION
SETTLEMENT AGREEMENT

This Agreement is a final settlement agreement made by and between Wendy Norman, individually and in her capacity as class representative of the Ontario Class (referred to herein as "Plaintiff"), and Dow Corning Corporation and Dow Corning Canada, Inc. and their predecessors, successors, subsidiaries and assigns (collectively referred to herein as "Dow Corning") providing for (1) the settlement of Primary Breast Implant Claims, subject to the approval of the Ontario Court, and (2) the local administration in Ontario of Dow Corning Breast Implant Raw Materials Claims and Supplemental/Family Member Claims pursuant to the terms and conditions set forth below, all subject to the approval of the U.S. Bankruptcy Court. (For purposes of this Agreement, any term used herein in an initially capitalized form shall have the defined meaning ascribed to it in this Agreement, including Section 1 hereof.)

WHEREAS, the Ontario Class Action has been certified against Dow Corning and noticed;

WHEREAS, Settlement Class Counsel have sought to certify class proceedings against The Dow Chemical Company by filing a separate proposed class action by Wendy Norman in Ontario;

WHEREAS, Settlement Class Counsel have conducted settlement negotiations with Dow Corning;

WHEREAS, Dow Corning, notwithstanding its consent to this Agreement, has denied and continues to deny the claims of the Ontario Class in this action and the claims of other Plaintiff in other actions in this and other jurisdictions, has denied and continues to deny any wrongdoing or liability of any kind and anywhere to the Ontario Class and to other plaintiffs in other actions in this and other jurisdictions, and has raised and/or intends to continue to raise numerous defenses;

WHEREAS, the opt-out period for the Ontario Class Action has expired;

WHEREAS, based upon an analysis of the facts and the law applicable to claims of the Ontario Class, and taking into account, among other things, the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving claims of the Ontario Class provided in this Agreement, the benefits to be provided to Primary Breast Implant Claimants in the Confirmed Plan of Reorganization and the relevant and respective differences in the various jurisdictions, Plaintiff and Settlement Class Counsel have concluded that this Agreement provides substantial benefits to the Ontario Class and is fair, reasonable and in the best interests of the Ontario Class;

WHEREAS, Dow Corning has similarly concluded that this Agreement is beneficial in order to avoid the time, risk and expense of defending multiple and protracted litigation, and to resolve finally and completely the pending and potential claims of the Settling Claimants;

WHEREAS, the Parties intend by this Agreement to resolve all Primary Breast Implant Claims, all Dow Corning Raw Materials Claims, and all Supplemental/ Family Member Claims of all Settling Claimants arising out of or relating in any way, directly or indirectly, to Dow Corning Breast Implants or to Dow Corning Raw Materials;

NOW THEREFORE, subject to the approval of the Ontario Court and the U.S. Bankruptcy Court, this Agreement embodies the terms of the resolution of the Primary Breast Implant Claims, Dow Corning Raw Materials Claims, and Supplemental/ Family Member Claims brought against Dow Corning and/or the Released Parties in the Province of Ontario or by residents of Ontario in the U.S. Bankruptcy Case.

1. DEFINITIONS

As used in this Agreement, including all Exhibits hereto, or internally in the definitions hereinafter set forth, the following defined terms have the following meanings. Where the context so indicates or requires, each defined term stated in the singular includes the plural, and each defined term stated in the plural includes the singular. Where the context so indicates or requires, feminine pronouns and female references include the masculine, and masculine pronouns and male references include the feminine.

1.1. "Age at Onset of Symptoms" means a Primary Breast Implant Claimant's age when, post-implantation of a Dow Corning Breast Implant, her first qualifying symptom listed in the Medical Conditions List was documented in a medical record. (A Primary Breast Implant Claimant shall specify on the Claim Form the exact medical record and symptom upon which she is relying as the basis for claiming her Age at Onset of Symptoms.) In the absence of a written medical record to that effect, a Primary Breast Implant Claimant's "Age at Onset of Symptoms" shall be her age as of the date she was examined by the licensed treating physician who renders a "Statement of Disability," as described in Subparagraph 4.2(ii) of Exhibit D to this Agreement, or, if such Statement of Disability is not available, as of the date her diagnosis is made by an appropriate "Licensed Medical Specialist," as defined in Subparagraph 4.2(i) of Exhibit D to this Agreement.

1.2. "Agreement" means this final settlement agreement titled the "Dow Corning/Ontario Breast Implant Litigation Settlement Agreement," made by and between the Parties, including the preceding recitals and the following Exhibits hereto:

Exhibit A:	A-1:	Compensation Schedule
	A-2:	Medical Conditions List
Exhibit B:	B-1:	Notice of Ontario Approval Hearing

B-2: Notice of Ontario Court's Approval and Effective Date Of This Agreement

Exhibit C: Method of Dissemination of Notices

Exhibit D: Claims Administration Procedures

Exhibit E: Instructions for Settling Claimants

Exhibit F:
- F-1: Registration Form
- F-2: Claim Form
- F-3: Certificate of Solicitor
- F-4: Affidavit of Settling Claimant
- F-5: Release of Dow Corning and the Released Parties

Exhibit G:
- G-1: Ontario Court's Approval Order
- G-2: Dismissal of the Ontario Class Action
- G-3: Discontinuance of the Dow Chemical Class Action

1.3. **"Approved Claimant"** means an Eligible Claimant whose claim the Claims Administrator has approved for payment as an Expedited Primary Claim, a Current Primary Claim, an Ongoing Primary Claim, a Dow Corning Breast Implant Raw Materials Claim, or a Supplemental/Family Member Claim in accordance with the procedures set forth in this Agreement, including Exhibit D hereto.

1.4. **"Approved Current Primary Claimant"** means an Eligible Claimant whose claim the Claims Administrator has approved for payment as a Current Primary Claim, in accordance with the procedures set forth in this Agreement, including Exhibit D hereto.

1.5. **"Approved Expedited Primary Claimant"** means an Eligible Claimant whose claim the Claims Administrator has approved for payment as an Expedited Primary Claim, in accordance with the procedures set forth in this Agreement, including Exhibit D hereto.

1.6. **"Approved Ongoing Primary Claimant**" means an Eligible Claimant whose claim the Claims Administrator has approved for payment as an Ongoing Primary Claim, in accordance with the procedures set forth in this Agreement, including Exhibit D hereto.

1.7. **"Approved Raw Materials Claimant"** means an Eligible Claimant whose claim the Claims Administrator has approved for payment as a Dow Corning Raw Materials Claim, in accordance with the procedures set forth in this Agreement, including Exhibit D hereto.

1.8. **"Approved Supplemental/Family Member Claimant"** means an Eligible Claimant whose claim the Claims Administrator has approved for payment as a Supplemental/Family Member Claim, in accordance with the procedures set forth in this Agreement, including Exhibit D hereto.

1.9. **"Baxter Settlement"** means the class action settlement of breast implant claims entered into by various parties in the Ontario Court (General Division), as approved by the Honourable Mr. Justice Warren K. Winkler, and as subsequently revised and approved as Jones and Furneaux v. Baxter Healthcare Corp. and Baxter Int'l Inc., No. 18169/94, and/or the class action settlement of breast implant claims entered into by various parties in the Superior Court for the District of Quebec, as approved by the Honourable Mr. Justice Irving Halperin, and as subsequently revised and approved as Pelletier and Lamontagne v. Baxter Healthcare Corp. and Baxter Int'l Inc., No. 500-06-000005-955.

1.10. **"Breast Implant"** means any silicone gel and/or saline-filled mammary prosthesis with a silicone elastomer envelope.

1.11. **"Claim Form"** means the form attached as Exhibit F-2 to this Agreement.

1.12. **"Claims Administrator"** means the person agreed upon by the Parties and appointed by the Ontario Court, as provided in Paragraph 7.3 of this Agreement.

1.13. **"Claims Facility"** means the claims administration facility agreed upon by the Parties and appointed by the Ontario Court, as provided in Paragraph 7.3 of this Agreement.

1.14. **"Compensation Schedule"** means the schedule setting forth the ratios to be used by the Claims Administrator to calculate the compensation to be paid to Approved Current Primary Claimants, Approved Ongoing Primary Claimants, Approved Raw Materials Claimants, and Approved Supplemental/Family Member Claimants, attached as Exhibit A-1 to this Agreement.

1.15. **"Confirmed Plan of Reorganization"** means a plan of reorganization confirmed by the U.S. Bankruptcy Court that is substantially in conformance with the term sheet of Professor Francis McGovern, dated July 1, 1998, which, *inter alia*, shall provide for the approval of this Agreement and provide for the treatment of claims of the Settling Claimants pursuant to this Agreement.

1.16. **"Current Primary Claim"** means a claim for compensation in respect of a Primary Breast Implant Claim and a Designated Medical Condition made during the Current Primary Claim Period, in accordance with the provisions and procedures set forth in Exhibit D to this Agreement. (A person who makes such a Current Primary Claim pursuant to this Agreement shall be referred to herein as a "Current Primary Claimant.")

1.17. **"Current Primary Claim Period"** means the period of time between the publication of the Notice of Ontario Court's Approval and Effective Date Of This Agreement and the Initial Claim Deadline.

1.18. **"Designated Medical Condition"** means any disease or medical condition defined by and included in the Medical Conditions List, attached as Exhibit A-2 to this Agreement.

1.19. **"Dow Chemical Class Action"** means the proposed class action proceeding filed by Wendy Norman on June 6, 1995, in the Ontario Court (General Division) in Wendy Norman v. The Dow Chemical Co., Court File No. 20582.

1.20. **"Dow Corning Settlement Facility"** means the "Settlement Facility" as that term is defined in the Confirmed Plan of Reorganization, or such other entity that assumes the responsibilities of the Dow Corning Settlement Facility under the terms of the Confirmed Plan of Reorganization.

1.21. **"Dow Corning Breast Implant"** means any Breast Implant developed, designed, manufactured, fabricated, marketed, sold, distributed or otherwise placed into the stream of commerce by Dow Corning.

1.22. **"Dow Corning Breast Implant Raw Materials"** means component raw materials manufactured, sold, distributed or otherwise placed into the stream of commerce by Dow Corning for use in conjunction with a Breast Implant that is or was not a Dow Corning Breast Implant.

1.23. **"Dow Corning Breast Implant Raw Materials Claims"** means any and all claims asserted by the timely filing of a valid proof of claim in the U.S. Bankruptcy Case, as defined below, by or on behalf of any Settling Claimant who is or was a recipient of one or more Breast Implants that are or were not Dow Corning Breast Implants and who has a principle geographic nexus in Ontario, as determined pursuant to Paragraph 8.2, below, against Dow Corning and/or the Released Parties arising out of or relating to Dow Corning Breast Implant Raw Materials, including, without limitation: (1) any and all claims of personal, corporal, material, economic and/or bodily injury or damage, or death, or emotional and/or mental harm, (2) any and all claims for medical monitoring and claims for injunctive or declaratory relief, (3) any and all wrongful death or survival actions, and (4) any and all claims for exemplary and/or punitive damages. (A person who makes such a Dow Corning Breast Implant Raw Materials Claim pursuant to this Agreement shall be referred to herein as a "Dow Corning Breast Implant Raw Materials Claimant.")

1.24. **"Dow Corning Breast Implant Raw Materials Claim Deadline"** means the date twelve (12) months after the first publication of the Notice of Ontario Court's Approval and Effective Date of this Agreement or such other date as may be approved by the Ontario Court.

1.25. **"Dow Corning Breast Implant Recipients"** means persons in whose bodies one or more Dow Corning Breast Implants have been or are now implanted, regardless of

whether such Dow Corning Breast Implants have been or in the future may be removed.

1.26. "Effective Date Of This Agreement" means the earliest date by which all of the following have occurred: (1) this Agreement has been executed by both Parties, (2) the Ontario Court's Approval Order has been entered, (3) the time to appeal, if appeals lie, from such order has expired, and all appeals, if any, from such order have been exhausted, and (4) the Confirmed Plan of Reorganization has become effective by its terms.

1.27. "Eligible Claimant" means any Settling Claimant, except those excluded below, who timely and properly takes the actions required under this Agreement to present an Expedited Primary Claim, a Current Primary Claim, an Ongoing Primary Claim, a Dow Corning Breast Implant Raw Materials Claim, or a Supplemental/Family Member Claim in accordance with the provisions and procedures of this Agreement, including those set forth in Exhibit D to this Agreement. "Eligible Claimant" includes any Eligible Claimant's personal representative or estate; but "Eligible Claimant" does not include any Settling Claimant who (1) does not have a principal geographic nexus in Ontario, as determined pursuant to Paragraph 8.2, below, or who, pursuant to means other than this Agreement, (2) has accepted or accepts compensation from Dow Corning and/or the Released Parties with respect to any Primary Breast Implant Claim, Dow Corning Breast Implant Raw Materials Claim, and/or Supplemental/Family Member Claim, (3) has released, by settlement, judgment, court order or otherwise, Dow Corning and/or the Released Parties with respect to any Primary Breast Implant Claim, Dow Corning Breast Implant Raw Materials Claim, and/or Supplemental/Family Member Claim, and/or (4) has had dismissed any of her actions against Dow Corning and/or the Released Parties with respect to any Primary Breast Implant Claim, Dow Corning Breast Implant Raw Materials Claim, and/or Supplemental/Family Member Claim.

1.28. "Expedited Primary Claim" means an "Expedited Primary Claim" as that term is identified in Subparagraph 7.1(i) of this Agreement and described in Paragraphs 1.1 and 6.1 of Exhibit D to the Agreement. (A person who makes such an Expedited Primary Claim pursuant to this Agreement shall be referred to herein as an "Expedited Primary Claimant.")

1.29. "Final Claim Deadline" means the date seventy (70) months from the Ongoing Registration Deadline.

1.30. "Initial Claim Deadline" means the date five (5) months after the first publication of the Notice of Ontario Court's Approval and Effective Date Of This Agreement or such other date as may be approved by the Ontario Court.

1.31. **"MEC Settlement"** means, the class action settlement of breast implant claims entered into by various parties in the Ontario Court (General Division), as approved by the Honourable Mr. Justice Warren K. Winkler, Serwaczek v. Medical Engineering Corp., Court File No. 17629/94, and/or the class action settlement of breast implant claims entered into by various parties in the Superior Court for the District of Montreal as approved by the Honourable Mr. Justice Andre Denis, j.c.s., as Power, et al. v. Bristol-Myers Squibb Co., No. 500-06-000004-917.

1.32. **"Medical Conditions List"** means the "Medical Conditions List" subtitled the "Medical Conditions and Characteristics: Outline of Definitions and Classification Criteria," attached as Exhibit A-2 to this Agreement.

1.33. **"Notice of Ontario Approval Hearing"** means the notice advising members of the Ontario Class of the hearing to approve this Agreement in the Ontario Court, as set forth in Exhibit B-1 to this Agreement.

1.34. **"Notice of Ontario Court's Approval and Effective Date Of This Agreement"** means the notice advising members of the Ontario Class and other prospective Settling Claimants of the Ontario Court's Approval Order and the Effective Date Of This Agreement, as set forth in Exhibit B-2 to this Agreement, or in a form otherwise mutually acceptable to the Parties and approved by the Ontario Court.

1.35. **"Ongoing Primary Claim"** means a claim for compensation in respect of a Primary Breast Implant Claim and a Designated Medical Condition, made during the Ongoing Primary Claims Allocation Periods, in accordance with the procedures set forth in this Agreement, including Exhibit D hereto. (A person who makes such an Ongoing Primary Claim pursuant to this Agreement shall be referred to herein as an "Ongoing Primary Claimant.")

1.36. **"Ongoing Primary Claim Allocation Periods"** means the allocation periods set forth in Paragraph 8.4 of Exhibit D to this Agreement.

1.37. **"Ongoing Primary Claim Period"** means the period of time between the Initial Claim Deadline and the Final Claim Deadline.

1.38. **"Ongoing Registration Deadline"** means the date twelve (12) months after the first publication of the Notice of Ontario Court's Approval and Effective Date Of This Agreement or such other date as may be approved by the Ontario Court.

1.39. **"Ontario Class"** means all persons resident in the Province of Ontario as of February 18, 1993 or who received their implants in the Province of Ontario, who have had silicone gel Breast Implants placed in their bodies, whose implants were manufactured, developed, designed, fabricated, sold, distributed or otherwise placed into the stream of commerce by Dow Corning and who did not timely exercise their

rights to opt out of the Ontario Class or, if they did exercise such rights, who also exercised their rights to opt back into the Ontario Class pursuant to the procedures set forth in the Registration Form, Exhibit F-1 to this Agreement.

1.40. **"Ontario Class Action"** means the class action proceeding filed on February 18, 1993 in Ontario Court (General Division) now styled as Deborah Bendall and Wendy Norman v. McGhan Medical Corporation, Dow Corning Canada, Inc. and Dow Corning Corporation, Court File No. 14219/93.

1.41. **"Ontario Court"** means the court that has jurisdiction over the Ontario Class Action, namely, the Ontario Court (General Division).

1.42. **"Ontario Court's Approval Order"** means the order entered by the Ontario Court approving this Agreement.

1.43. **"Parties"** means collectively the Plaintiff and Dow Corning.

1.44. **"Primary Breast Implant Claims"** means any and all claims including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory upon which such claims are founded, that are or may be asserted in any way, directly or indirectly, now or in the future, by or on behalf of any Settling Claimant who is or was a Dow Corning Breast Implant Recipient and who has a principal geographic nexus in Ontario, as determined pursuant to Paragraph 8.2, below, against Dow Corning and/or the Released Parties arising out of or relating to Dow Corning Breast Implants, or any other claims arising out of the subject matter of this Agreement and/or the subject matter of the Ontario Class Action, including, without limitation: (1) any and all claims of personal, corporal, material, economic and/or bodily injury or damage, or death, or emotional and/or mental harm, (2) any and all claims for medical monitoring and claims for injunctive or declaratory relief, (3) any and all wrongful death or survival actions, and (4) any and all claims for exemplary and/or punitive damages. (A person who makes such a Primary Breast Implant Claim pursuant to this Agreement shall be referred to herein as a "Primary Breast Implant Claimant.")

1.45. **"Product Identification Documentation"** means "Product Identification Documentation" as that term is defined in Section 3 of Exhibit D to this Agreement.

1.46. **"Released Parties"** means Dow Corning Corporation, Dow Corning Wright Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and, for each of the aforementioned, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns, and the

"Settling Insurers" as that term is defined in the Confirmed Plan of Reorganization.

1.47. **"Settlement Amount"** means the "Settlement Amount" as that term is defined in Paragraph 5.1 of this Agreement.

1.48. **"Settling Claimants"** means (1) all members of the Ontario Class, (2) all persons resident in, or who received their implants in, Ontario and who have been implanted with saline (non-silicone gel) Dow Corning Breast Implants and who elect to participate in this Agreement by filing a Registration Form, (3) all Dow Corning Breast Implant Raw Materials Claimants who elect to participate in this Agreement by filing a Registration Form, and (4) all Supplemental/Family Member Claimants who elect to participate in this Agreement by filing a Registration Form.

1.49. **"Settlement Class Counsel"** means the law firm of Siskind, Cromarty, Ivey & Dowler in London, Ontario, which acts on behalf of the Ontario Class and shall continue acting on behalf of the Ontario Class with respect to all acts or consents pursuant to this Agreement. (Nothing in this Agreement shall preclude Settlement Class Counsel from representing or acting on an individual basis on behalf of any individual Settling Claimant for the purpose of preparing and submitting an individual claim under this Agreement and entering into a separate fee agreement for that purpose.)

1.50. **"Supplemental/Family Member Claims"** means any and all claims asserted by the timely filing of a valid proof of claim in the U.S. Bankruptcy Case by any person who has a relationship to a Dow Corning Breast Implant Recipient whose claim for compensation under this Agreement is approved that is one of those listed in Section 61 of the Family Law Act, R.S.O. 1990 c.F.3 and who has a principal geographic nexus in Ontario, as determined pursuant to Paragraph 8.2, below. (A person who makes such a Supplemental/Family Member Claim pursuant to this Agreement shall be referred to herein as an "Supplemental/Family Member Claimant.")

1.51. **"Supplemental/Family Member Claim Deadline"** means the date twelve (12) months after the first publication of the Notice of Ontario Court's Approval and Effective Date of this Agreement or such other date as may be approved by the Ontario Court.

1.52. **"Supporting Documentation"** means "Supporting Documentation" as that term is defined in Section 4 of Exhibit D to this Agreement.

1.53. **"U.S. Bankruptcy Case"** means the case under Chapter 11 of the U.S. Bankruptcy Code commenced by Dow Corning Corporation on May 15, 1995, Case No. 95-20512 for the reorganization or liquidation of Dow Corning Corporation, including

all proceedings therein, now pending in the U.S. Bankruptcy Court, as defined below.

1.54. "U.S. Bankruptcy Court" means the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division or such other court as is administering the U.S. Bankruptcy Case.

1.55. "U.S. Settlement" means the "Breast Implant Litigation Settlement Agreement" that was filed in March 1994 in the United States multidistrict litigation captioned In re: Silicone Gel Breast Implant Products Liability Litigation MDL 926, Master File No. CV-92-P-10000-S, executed by Dow Corning Corporation and other entities and approved on September 1, 1994, as that Agreement has been implemented pursuant to Order Number 27 and other orders.

2. NOTICE OF ONTARIO APPROVAL HEARING

At least fifteen (15) days before the approval hearing in the Ontario Court, Settlement Class Counsel shall disseminate the Notice of Ontario Approval Hearing, as set forth in Exhibit B-1, hereto, or in a form otherwise mutually acceptable to the Parties, to Ontario Class members according to the Method of Dissemination of Notices set forth in Exhibit C to this Agreement, and Dow Corning shall pay the costs of such dissemination of such notice.

3. ONTARIO APPROVAL HEARING

At the approval hearing before the Ontario Court noticed pursuant to Section 2, above, the Parties shall request entry of the Ontario Court's Approval Order in a form substantially identical to that attached as Exhibit G-1 to this Agreement, or in a form otherwise mutually acceptable to the Parties.

3.1. The Ontario Court's Approval Order

Subject to the Ontario Court's approval, the Ontario Court's Approval Order shall:

(i) approve this Agreement and order Dow Corning, Settlement Class Counsel and all members of the Ontario Class to comply with it;

(ii) declare that any member of the Ontario Class who did not opt out of the Ontario Class and any persons who opt in or opt back into the Ontario Class shall be bound by this Agreement;

(iii) declare that this Agreement, including all Exhibits hereto, is reasonable, fair and in the best interests of the Ontario Class; and

(iv) order publication, after the Effective Date Of This Agreement, of the Notice of Ontario Court's Approval and Effective Date Of This Agreement at Dow Corning's expense.

3.2. Notice of the Ontario Court's Approval

(i) Subject to the Ontario Court's approval, the form of the Notice of Ontario Court's Approval and Effective Date Of This Agreement shall be as set forth in Exhibit B-2 to this Agreement or as otherwise mutually acceptable to the Parties and the Ontario Court.

(ii) Within fifteen (15) days after the Effective Date Of This Agreement, the Settlement Class Counsel shall disseminate the Notice of Ontario Court's Approval and Effective Date Of This Agreement to Ontario Class Members in accordance with the Method of Dissemination of Notices set forth in Exhibit C to this Agreement, and Dow Corning shall pay the costs of such dissemination of such notice.

4. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall become effective on the "Effective Date Of This Agreement," as that term is defined in Paragraph 1.26, above. The Parties hereto will have no rights or obligations hereunder prior to the Effective Date Of This Agreement.

5. CONSIDERATION TO BE PROVIDED BY DOW CORNING

In consideration of the releases and other consideration to be provided by the Settling Claimants pursuant to Section 6, below, after the Effective Date Of This Agreement, Dow Corning will cause the payments described in Paragraph 5.1, below, to be made, and will provide the waivers of limitation defenses set forth in Paragraph 5.3, below.

5.1. Scheduled Payment of the Settlement Amount

The "Primary Breast Implant Claims Settlement Amount" is seventeen million dollars in United States currency (U.S. $17,000,000.00), and the "Dow Corning Breast Implant Raw Materials and Supplemental/Family Member Claims Settlement Amount" is nine hundred thousand dollars in United States currency (U.S. $900,000.00) (both such amounts are collectively referred to herein as the "Settlement Amount"). The Settlement Amount is to be paid by the Dow Corning Settlement Facility to the Claims Administrator as trustee for the Settling Claimants pursuant to the following schedule:

(i) an "Initial Payment" of one million four hundred six thousand four hundred twenty-eight dollars and fifty-seven cents in United States currency

(U.S. $1,406,428.57) to be made within ninety (90) days after the Effective Date Of This Agreement;

(ii) a "Second Payment" of five million one hundred fourteen thousand two hundred eighty-five dollars and seventy-one cents in United States currency (U.S. $5,114,285.71) to be made on or before the date one (1) calendar year after the date of the Initial Payment;

(iii) a "Third Payment" of five million one hundred fourteen thousand two hundred eighty-five dollars and seventy-one cents in United States currency (U.S. $5,114,285.71) to be made on or before the date two (2) calendar years after the date of the Initial Payment;

(iv) a "Fourth Payment" of two million four hundred twenty-nine thousand two hundred eighty-five dollars and seventy-one cents in United States currency (U.S. $2,429,285.71) to be made on or before the date three (3) calendar years after the date of the Initial Payment. Of such Fourth Payment, nine hundred thousand dollars in United States currency (U.S. $900,000.00) will be allocated for the settlement of Dow Corning Breast Implant Raw Materials Claims and Supplemental/Family Member Claims, and one million five hundred twenty-nine thousand two hundred and eighty-five dollars and seventy-one cents in United States currency (U.S. $1,529,285.71) will be allocated for the settlement of Primary Breast Implant Claims;

(v) a "Fifth Payment" of two million forty-five thousand seven hundred fourteen dollars and twenty-nine cents in United States currency (U.S. $2,045,714.29) to be made on or before the date five (5) calendar years after the date of the Initial Payment; and

(vi) a "Sixth Payment" of one million seven hundred ninety thousand dollars and no cents in United States currency (U.S. $1,790,000.00) to be made on or before the date seven (7) calendar years after the date of the Initial Payment.

The Settlement Amount constitutes the entire principal to be allocated pursuant to this Agreement for the payment of Expedited Primary Claims, Current Primary Claims, Ongoing Primary Claims, Dow Corning Breast Implant Raw Materials Claims, Supplemental/Family Member Claims, Settlement Class Counsel fees, disbursements and administration costs. In no event shall Dow Corning, the Released Parties or the Dow Corning Settlement Facility make or be called upon to make any additional payment above and beyond the Settlement Amount. In no event shall the schedule of the payments of the Settlement Amount by the Dow Corning Settlement Facility be accelerated.

5.2. Maintenance in Trust and Administration of the Settlement Amount

The Settlement Amount will be held in trust and administered by the Claims Administrator pursuant to the terms of this Agreement and under the supervision of the Ontario Court.

5.3. Waiver of Limitation Defenses as to Settling Claimants

Only for the benefit of and with respect to Settling Claimants making claims under this Agreement, Dow Corning and/or the Released Parties release and waive any defenses to Primary Breast Implant Claims, Dow Corning Breast Implant Raw Materials Claims, and Supplemental/Family Member Claims that they now have or may have in the future based on any statute of limitation, prescription period or any other limitation or prescription defense. Provided, however, that nothing in this Agreement shall constitute or be deemed to constitute a waiver by Dow Corning and/or the Released Parties of defenses to any claims or matters based on statutes of limitation or repose, prescription periods or any other limitation or prescription defense with respect to any person who is not a Settling Claimant.

6. CONSIDERATION TO BE PROVIDED BY THE SETTLING CLAIMANTS

In consideration of the undertakings entered into by Dow Corning as described in Section 5, above, the Ontario Class and the Settling Claimants will provide Dow Corning and the Released Parties with the releases and other consideration set forth in this Section 6.

6.1. Release of Claims of the Ontario Class

(i) As set forth in Section 3, above, prior to the Effective Date Of This Agreement, Settlement Class Counsel will request entry of the Ontario Court's Approval Order, in a form substantially identical to that attached as Exhibit G-1 to this Agreement, or in a form otherwise mutually acceptable to the Parties.

(ii) Upon the Effective Date Of This Agreement, by virtue of this instrument every claim of every member of the Ontario Class is conclusively compromised, settled, released and discharged, and the members of the Ontario Class forever release and discharge Dow Corning and all Released Parties from any past, present and future claims, actions, demands and liabilities of any nature whatsoever relating to Breast Implants.

(iii) Within fifteen (15) days after the Effective Date Of This Agreement, Settlement Class Counsel will dismiss the Ontario Class Action with prejudice, using a form substantially identical to that set forth as Exhibit G-2 to this Agreement, and will discontinue the Dow Chemical Ontario Class Action, using a form substantially identical to the Discontinuance of the Dow Chemical Class Action set forth as Exhibit G-3 to this Agreement.

6.2. Release of Dow Corning and the Released Parties

Prior to receipt of any funds from the Settlement Amount, each Settling Claimant, whether a member of the Ontario Class, a Primary Breast Implant Claimant, a Dow Corning Breast Implant Raw Materials Claimant, or a Supplemental/Family Member Claimant, shall execute a release in a form substantially identical to the "Release of Dow Corning and the Released Parties" set forth as Exhibit F-5 to this Agreement.

6.3. Release of Claims by OHIP

Plaintiff acknowledges and agrees that the subrogated claims and interests of the Ontario Health Insurance Plan ("OHIP") pursuant to the Ontario Health Insurance Act with respect to medical and hospital treatment, services and/or medication provided to Settling Claimants arising out of the matters in issue in this litigation, have been taken into account in arriving at the Settlement Amount, and that a portion of the Settlement Amount reflects the subrogated claims and interests of OHIP and that OHIP has agreed to permit its portion of the Settlement Amount to remain with the balance of the Settlement Amount, to be used for the benefit of Approved Claimants. In consideration of the foregoing, the Plaintiff in the Ontario Class Action represents and warrants that OHIP has agreed to (1) waive and withdraw any claims they have filed in the U.S. Bankruptcy Case, and (2) waive all past, present and future subrogated claims and interests that it has or may have against Dow Corning and/or the Released Parties arising out of medical and hospital treatments, services and/or medication provided to and to be provided to Settling Claimants arising out of the matters at issue in this litigation.

6.4. Other Third-Party Subrogation Claims

In cases where there are unresolved claims or liens by third parties for payments made or services rendered to Settling Claimants relating to Dow Corning Breast Implants or Dow Corning Breast Implant Raw Materials, including, but not limited to, subrogation claims and liens of health care providers and insurers, whether public or private (collectively referred to herein as Subrogation Claims), the Settling Claimant involved shall provide the Claims Administrator with notice of such Subrogation Claims. The Claims Administrator shall pay or otherwise extinguish such Subrogation Claims from the amount payable under this Agreement to the Approved Claimant on whose behalf such Subrogation Claims arose, prior to disbursing the balance of such payment to the Approved Claimant. In the event such Subrogation Claims are not extinguished or paid, and in the event Dow Corning and/or Released Parties are subjected to claims by third parties for payment of such Subrogation Claims, Settling Claimants on whose behalf such claims or liens arose shall then fully hold harmless, reimburse and indemnify Dow Corning and/or Released Parties in the amount of any such liability, together with interests, costs and counsel fees, on a solicitor and client basis in Ontario.

6.5. Third-Party Contribution or Indemnity Claims

Settling Claimants who commence or continue litigation against any person or entity who may make a claim over or who may make a claim in warranty, including, but not limited to, a claim for contribution and/or indemnity against Dow Corning and/or any Released Party, shall limit the value and right of recovery of such claim against such person or entity to the quantum of damages, interest, costs and all losses and other compensation proven and apportioned against such person or entity, severally and not jointly with Dow Corning and/or any Released Party. In the event that litigation commenced or continued by a Settling Claimant against any such person or entity results in a claim over, a claim in warranty or judgment against Dow Corning and/or any Released Party to pay any amount to any party, such Settling Claimant shall then fully hold harmless, reimburse and indemnify Dow Corning and/or the Released Party for the full amount of such claim over, claim in warranty, or judgment, together with any interest, exclusive of counsel fees and disbursements incurred by Dow Corning and/or the Released Parties in the defense of such claims. Settling Claimants shall submit themselves to the ongoing jurisdiction of the Ontario Court with respect to any such future claims.

7. ADMINISTRATION OF SETTLEMENT AMOUNT

7.1. Entitlements of Approved Claimants

Only Approved Claimants shall be entitled to receive payments under this Agreement, including compensation for the Designated Medical Conditions defined and described in Exhibit A-2 to this Agreement. Subject to the direction of the Ontario Court:

(i) Approved Expedited Primary Claimants who have registered and submitted an Expedited Primary Claim by the Initial Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D to this Agreement shall be entitled to receive one thousand eight hundred dollars in Canadian currency (CDN $1,800.00);

(ii) Approved Current Primary Claimants who have a Designated Medical Condition and who have registered and submitted a Current Primary Claim by the Initial Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D to this Agreement shall be entitled to receive payment and compensation in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to this Agreement;

(iii) Approved Ongoing Primary Claimants who have a Designated Medical Condition and who have registered by the Ongoing Registration Deadline and submitted an Ongoing Primary Claim before the Final Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D to this

Agreement shall be entitled to receive payment and compensation in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to this Agreement;

(iv) Approved Raw Materials Claimants who have registered and submitted a Raw Materials Claim by the Dow Corning Breast Implant Raw Materials Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D to this Agreement shall be entitled to receive payment and compensation in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to this Agreement; and

(v) Approved Supplemental/Family Member Claimants who have registered and submitted a Supplemental/Family Member Claim by the Supplemental/Family Member Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D to this Agreement shall be entitled to receive payment and compensation in accordance with the ratios indicated in the "Compensation Schedule," attached as Exhibit A-1 to this Agreement.

7.2. Court Authority Over the Settlement Amount

The Ontario Court shall retain ongoing authority to do the following:

(i) upon motion of Settlement Class Counsel, to approve for allocation from the Settlement Amount Settlement Class Counsel fees and disbursements to be paid to Settlement Class Counsel or as the Ontario Court directs;

(ii) upon motion of Settlement Class Counsel or the Claims Administrator, to transfer amounts between those set aside for the payment of Current Primary Claims and those set aside for the payment of Ongoing Primary Claims, as the Ontario Court may deem necessary or appropriate;

(iii) to order that money be held in reserve for the benefit of Approved Ongoing Primary Claimants in Ongoing Allocation Periods as the Ontario Court may deem necessary or appropriate; and

(iv) to make such other orders for the management and payment of the funds as the Ontario Court may deem necessary or appropriate.

7.3. The Claims Administrator and Claims Facility

After the approval hearing held by the Ontario Court, as described in Section 3, above, and before the entry of the Confirmed Plan of Reorganization, Settlement Class Counsel will propose a Claims Administrator and a Claims Facility to be agreed upon by the Parties and appointed by the Ontario Court for the purposes of, under the

authority of the Ontario Court, processing and classifying the Registration Forms, Claim Forms, Product Identification Documentation, Supporting Documentation and Releases of Dow Corning and the Released Parties and assigning the status of Approved Claimant to Eligible Claimants and thereafter paying Approved Claimants, all as provided in this Agreement, including the provisions and procedures set forth in the Claims Administration Procedures, attached as Exhibit D to this Agreement.

(i) The Claims Administrator shall be required to administer the Settlement Amount and process claims in accordance with this Agreement, including the provisions and procedures set forth in the Claims Administration Procedures set forth in Exhibit D to this Agreement.

(ii) The Claims Facility shall have offices established in the province of Ontario.

(iii) The Claims Administrator shall prepare and submit to the Ontario Court for approval budgets for the organization and operation of the Claims Facility.

(iv) The Claims Administrator and any claims officer appointed by the Claims Administrator to assist in the processing of claims (referred to herein as a "Claims Officer") shall be required to sign a confidentiality statement by which they shall agree to keep confidential any information concerning Settling Claimants and shall institute procedures to assure that the identity of all Settling Claimants and all information regarding their claims will be kept confidential and not be provided to persons except as required by law and as otherwise may be permitted by this Agreement.

(v) Before providing an Approved Claimant with any payment under this Agreement, the Claims Administrator shall forward the Approved Claimant's properly completed and executed Release of Dow Corning and the Released Parties to Dow Corning pursuant to Paragraph 11.6, below.

(vi) The Claims Facility, the Claims Administrator and any Claims Officers shall be subject to removal by the Ontario Court for cause.

8. **EXCLUSIVE REMEDY**

8.1. Sole Remedy

This Agreement provides the sole, exclusive remedy for any and all Settling Claimants with respect to Primary Breast Implant Claims, Dow Corning Breast Implant Raw Materials Claims, and Supplementary/Family Member Claims. Neither Dow Corning nor any of the Released Parties shall be subject to liability or expense of any kind to any Settlement Class Member with respect to any Primary Breast Implant Claim, Dow Corning Breast Implant Raw Materials Claim, or Supplementary/Family Member

Claim except as provided herein. Upon the Effective Date Of This Agreement, each of the members of the Ontario Class shall be barred forever from continuing, initiating, asserting or prosecuting any Primary Breast Implant Claim, other than pursuant to this Agreement. Upon electing to participate in this settlement, each of the other Settling Claimants shall be barred forever from continuing, initiating, asserting or prosecuting any Primary Breast Implant Claim, Dow Corning Breast Implant Raw Materials Claim, or Supplemental/Family Member Claim, other than pursuant to this Agreement.

8.2. Exclusive Participation

Dow Corning and certain other Released Parties are currently defendants in class action proceedings related to silicone breast implants pending in Ontario, Quebec, and British Columbia. To the extent an individual would be entitled to participate in more than one settlement related to Dow Corning and/or other Released Parties, such individual will be permitted to participate in only one such settlement based on her "principle geographic nexus" determined as follows:

(i) If an individual or her authorized attorney filed a proof of claim form with the U.S. Bankruptcy Court indicating a Canadian residence address, the province or territory of such residence will establish the individual's principle geographic nexus;

(ii) If the individual filed no proof of claim form as described above, but resided in Canada on August 1, 1998, the province or territory of such residence will establish her principle geographic nexus;

(iii) If the individual filed no proof of claim form as described above and did not reside in Canada on August 1, 1998, the province or territory within Canada where the individual first received Dow Corning Breast Implants or Breast Implants containing Dow Corning Breast Implant Raw Materials will establish her principle geographic nexus; and

(iv) If none of the above criteria establish the individual's principle geographic nexus, the Canadian province or territory in which the individual first registers as a settlement participant will establish her principle geographic nexus.

An individual having a principle geographic nexus in Ontario will be entitled to participate only in the Ontario settlement; an individual having a principle geographic nexus in Quebec will be entitled to participate only in the Quebec settlement; and an individual having a principle geographic nexus in a province or territory other than Ontario or Quebec will be entitled to participate only in the British Columbia settlement.

9. REASONABLE BEST EFFORTS

The Parties hereto will use their reasonable best efforts to secure the appropriate court orders and approvals necessary to implement and effectuate this Agreement.

10. RETENTION OF RECORDS AND RIGHT OF REVIEW

The Claims Administrator shall be required to retain all records relating to the compensation of claims. For purposes of the U.S. Bankruptcy Case and the recovery of insurance proceeds by Dow Corning and/or the Released Parties, Dow Corning and/or the Released Parties may, upon reasonable notice and at their own expense, inspect Claims Facility records, including Settling Claimants' medical records. Such a review of records shall not constitute or be deemed to constitute a waiver of the physician-patient privilege of any Settling Claimant for any other purpose or as to any other communication or documents, and shall not affect the eligibility of any claims. Dow Corning's Counsel and Dow Corning's insurers shall maintain the confidentiality of opt-out and claims information to the extent necessary to protect the identity and privacy of individual Settling Claimants.

11. MISCELLANEOUS

11.1. Ongoing Authority of the Courts

The Ontario Court shall retain continuing jurisdiction (1) over the Class Action and any individual actions pertaining to Dow Corning Breast Implants commenced by members of the Ontario Class against Dow Corning and/or Released Parties, (2) over all Parties named or described herein, including, but not limited to, all Settling Claimants and Dow Corning, and (3) over this Agreement, to, *inter alia*, assure that all disbursements are properly made, enforce the releases provided for herein, determine appeals regarding claims decisions and interpret and enforce this Agreement's terms, conditions and obligations. The U.S. Bankruptcy Court and/or the United States District Court for the Eastern District of Michigan, as appropriate, shall retain jurisdiction (1) over Dow Corning, the Released Parties, the Dow Corning Settlement Facility and Settling Claimants who filed proofs of claim in the U.S. Bankruptcy Case or are otherwise subject to the jurisdiction of the U.S. Bankruptcy Court, and (2) over this Agreement to enforce the releases provided for herein and to assure that all payments by the Dow Corning Settlement Facility are properly made; provided, however, that the U.S. Bankruptcy Court shall not retain jurisdiction, if any, over the administration or distribution of the Settlement Amount paid.

11.2. Submissions to the Courts by the Claims Administrator

The Claims Administrator shall report the results of processing all Expedited Primary Claims, Current Primary Claims, Ongoing Primary Claims, Dow Corning Breast Implant Raw Materials Claims, and Supplemental/Family Member Claims to the

Ontario Court, Settlement Class Counsel, Dow Corning's Counsel and as requested by the U.S. Bankruptcy Court.

The Claims Administrator shall be required to serve upon Settlement Class Counsel and Dow Corning's Counsel submissions, requests or motions made to the Ontario Court or to the U.S. Bankruptcy Court no later than fifteen (15) days prior to the date of the hearing thereon.

11.3. Entire Agreement and Term

This Agreement, including all Exhibits attached hereto, constitutes a single integrated written contract that expresses the entire agreement and understanding between the Parties. This Agreement supersedes all prior communications, negotiations and understandings between the Parties and their representatives regarding the matters addressed by this Agreement. Except as explicitly set forth in this Agreement and/or the judgments or orders of the Ontario Court and/or the U.S. Bankruptcy Court approving this Agreement, there are no representations, warranties, promises or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or alter its terms.

Except as expressly set forth herein, the failure or invalidation of any particular provision of this Agreement will not in any way affect the validity of or performance by any Party pursuant to any other provision.

This Agreement will have perpetual existence and may be amended only by a subsequent written instrument executed by the Parties and approved by the Ontario Court.

11.4. Agreement Binding on Successors

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, including without limitation any trustee appointed in the U.S. Bankruptcy Case, and any substantively consolidated entity of which Dow Corning Corporation's estate may form a part and any successor or assign under the Confirmed Plan of Reorganization.

11.5. No Waiver, Admission or Prejudice

Except as otherwise expressly provided in this Agreement, by entering into this Agreement, none of Dow Corning, the Released Parties, the Plaintiff or the Settling Claimants has waived or will be deemed to have waived any rights, obligations, privileges or positions that have been asserted or might in the future be asserted in connection with any claim, matter or person outside the scope of this Agreement.

Neither the existence nor the terms of this Agreement may be referred to, introduced or used, directly or indirectly, in any litigation or proceeding as evidence of any admission by Dow Corning and/or Released Parties regarding product identification, fault, liability, causation, level of damages and/or any other issue.

Nothing in this Agreement shall prejudice or in any way interfere with the rights of Dow Corning, the Released Parties, the Plaintiff or the Settling Claimants to pursue any rights and remedies they have or in the future may have in connection with any claim, matter or person outside the scope of this Agreement.

11.6. Notices

All communications to be provided pursuant to or in connection with this Agreement either by the Ontario Class to Dow Corning or by Dow Corning to the Ontario Class shall be in writing and shall be delivered personally or sent by registered mail or overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other individuals and addresses as the Plaintiff or Dow Corning may designate in writing from time to time.

If to the Ontario Class :

Attn: Dow Corning/Ontario Settlement Counsel
SISKIND, CROMARTY, IVEY & DOWLER
680 Waterloo Street
London, ON N6A 3V8
CANADA
Telephone: 519-672-2121
Facsimile: 519-672-3093

If to Dow Corning:

Attn: Dow Corning/Ontario Settlement Counsel
DUTTON, BROCK, MACINTYRE & COLLIER
438 University Avenue
Suite 1700
Toronto, ON M5G 2L9
CANADA
Telephone: 416-593-4411
Facsimile: 416-593-5922

11.7. Headings

Titles or headings contained in this Agreement are included only for ease of reference and have no substantive effect.

11.8. Execution

This Agreement may be executed by each Party in counterparts, each of which will be deemed an original and all of which, when so executed and taken together, will constitute one and the same instrument.

11.9. Authority

The individuals who have executed this Agreement on behalf of the Parties expressly represent and warrant that they are fully authorized to sign on behalf of the Parties for the purpose of duly binding the Parties, subject, in the case of Dow Corning, to approval by the U.S. Bankruptcy Court as contemplated herein.

IN WITNESS WHEREOF, the Plaintiff representative of the Ontario Class and Dow Corning have caused this Agreement consisting of twenty-two (22) pages and fifteen (15) exhibits to be executed by their respective duly authorized representatives as of the date(s) set forth below.

Settlement Class Counsel for Ontario
DOWLER
Dated: November 6, 1998

SISKIND, CROMARTY, IVEY &

In Ontario

Per: /s/ Michael Peerless
Michael Peerless

Counsel for Dow Corning Corporation
Dated: November 6, 1998

DUTTON, BROCK, MACTINTYRE & COLLIER in Ontario

Per: /s/ Christine Mauro
Christine H. Mauro

EXHIBIT A

PREAMBLE TO
EXHIBITS A-1 AND A-2

The procedures set forth herein for classifying medical conditions and determining the compensation therefore, as identified, described and/or referenced in, among other provisions, Section 7 of the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement, were prepared by Settlement Class Counsel. The procedures set forth herein will be implemented by the Claims Administrator (and where applicable as set forth herein by the Settlement Class Counsel), subject, where applicable, to the ongoing authority and supervision of the Ontario Court. These provisions and procedures do not and are not intended to impose any responsibilities or obligations on Dow Corning and/or the Released Parties.

EXHIBIT A-1

COMPENSATION SCHEDULE

MEDICAL CONDITION (as defined in Exhibit A-2) asserted in a PRIMARY BREAST IMPLANT CLAIM	CLAIM RATIOS TO BE APPLIED						
	Age of Onset of Symptoms						
	Severity or Disability	Under 36 Years	36 to 40 Years	41 to 45 Years	46 to 50 Years	51 to 55 Years	56 or Older
Systemic Sclerosis or Scleroderma; Systemic Lupus Erythematosus	A	1	0.95	0.90	0.85	0.80	0.75
	B	0.75	0.70	0.65	0.60	0.55	0.50
	C	0.50	0.45	0.40	0.35	0.30	0.25
Localized Scleroderma; Mild Lupus	D	0.10	0.10	0.09	0.09	0.08	0.08
Atypical Neurological Disease Syndrome; Mixed Connective Tissue Disease; Overlap Syndromes; Polymyositis; Dermatomyositis	A	0.75	0.70	0.65	0.60	0.55	0.50
	B	0.50	0.45	0.40	0.35	0.33	0.25
	C	0.25	0.23	0.20	0.18	0.15	0.13
Atypical Connective Tissue Disease; Atypical Rheumatic Syndrome; Non-Specific Autoimmune Condition; Primary Sjogren's	A	0.50	0.48	0.45	0.43	0.40	0.38
	B	0.33	0.30	0.28	0.25	0.23	0.20
	C	0.15	0.14	0.13	0.12	0.11	0.10
Rupture (NOTE: A Rupture claim ratio may be added to any Medical Condition claim ratio)	N/A	0.15	0.15	0.15	0.15	0.15	0.15

DOW CORNING BREAST IMPLANT RAW MATERIALS CLAIM	N/A	1	for a Claimant who was eligible to register and apply for compensation pursuant to the Baxter Settlement, the MEC Settlement, or the U.S. Settlement, regardless of whether she has received compensation from the defendant companies in those settlements.
		3	for a Claimant who was not eligible to register or apply for compensation pursuant to the Baxter Settlement, the MEC Settlement, or the U.S. Settlement and has not received compensation from the defendant companies in those settlements.
SUPPLEMENTAL/FAMILY MEMBER CLAIM	N/A	0.50	inclusive for all such claims associated with the same Approved Expedited, Current or Ongoing Primary Claimant.

EXHIBIT A-2

MEDICAL CONDITIONS LIST

MEDICAL CONDITIONS AND CHARACTERISTICS
OUTLINE OF DEFINITIONS AND CLASSIFICATION CRITERIA

The procedures set forth herein for the definition and classification of medical conditions pursuant to the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement ("Agreement") were prepared by Settlement Class Counsel. The procedures set forth herein will be implemented by the Claims Administrator (and where applicable as set forth herein by the Settlement Class Counsel), subject to the ongoing authority and supervision of the Ontario Court. These provisions and procedures do not and are not intended to impose any responsibilities or obligations on Dow Corning and/or the Released Parties.

Settling Claimants who are or were Dow Corning Breast Implant Recipients and who meet the diagnostic criteria for the medical conditions and symptom complexes listed herein and meet other requirements set forth in the Agreement will be compensated pursuant to the Agreement. Eligible Claimants who meet the diagnostic criteria will be classified and receive compensation in accordance with the various Compensation Categories.

1. SYSTEMIC SCLEROSIS/SCLERODERMA ("SS")

1.1 A diagnosis of systemic sclerosis shall be made in accordance with the criteria established in Kelley, et al., Textbook of Rheumatology (4th ed.) at 1113, et seq.

1.2 Application of these diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of classical SS but who nonetheless have a systemic sclerosis-like (scleroderma-like) disease, except that an individual will not be compensated in this category if her symptomology more closely resembles MCTD, ACTD, or any other disease or condition defined below. A "systemic sclerosis-like" or "scleroderma-like" disease is defined as an autoimmune/rheumatic disease that fulfills most of the accepted standards for the diagnosis of SS but is in some manner atypical of SS.

1.3. Severity/Disability Compensation Categories

(i) Category A

Death or total disability resulting from SS or an SS-like condition. An individual will be considered totally disabled if the individual satisfies the

functional capacity test set forth in Severity/Disability Category A for ACTD/ARS/NAC or if the individual suffers from systemic sclerosis with associated severe renal involvement manifested by a decrease in glomerular filtration rates.

(ii) Category B

Cardio-pulmonary involvement or diffuse (Type III) scleroderma as defined by Barnett, A Survival Study of Patients with Scleroderma Diagnosed Over 30 Years: (1953 - 1983) The Value of a Simple Cutaneous Classification in the Early Stages of the Disease, 15, The Journal of Rheumatology, 276 (1988), and Masi, Classification of Systemic Sclerosis (Scleroderma): Relationship of Cutaneous Subgroups in Early Disease to Outcome and Serologic Reactivity, 15 The Journal of Rheumatology 894 (1988).

(iii) Category C

Other, including CREST, limited, or intermediate scleroderma; except that any individual who manifests either severe renal involvement, as defined above, or cardio-pulmonary involvement, will be compensated at either category A or B as appropriate.

(iv) Category D

Not covered above, including localized scleroderma.

2. SYSTEMIC LUPUS ERYTHEMATOSUS ("SLE")

2.1 A diagnosis of systemic lupus erythematosus ("SLE") shall be made in accordance with the "1982 Revised Criteria for the Classification of Systemic Lupus Erythematosus," 25 Arthritis and Rheumatism No. 11 (November 1982) adopted by the American College of Rheumatology ("ACR"). See Kelly, et al., at 1037.

2.2 Application of the ACR diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of SLE but who nonetheless have an SLE-like disease, except that an individual will not be compensated in this category if her symptomology more closely resembles MCTD, ACTD, or any other disease or condition defined below.

2.3 Severity/Disability Compensation Categories

(i) Category A

Death or total disability resulting from SLE or an SLE-like condition. An individual will be considered totally disabled based on either the functional capacity test set forth in Severity/Disability Category A for ACTD/ARS/NAC or severe renal involvement.

(ii) Category B

SLE with major organ involvement defined as SLE with one or more of the following: glomerulonephritis, central nervous system involvement (i.e., seizures or Lupus Psychosis), myocarditis, pneumonitis, thrombocytopenic purpura, haemolytic anemia (marked), severe granulocytopenia, mesenteric vasculitis. See Immunological Diseases, Max Samter, Ed., Table 56-6, at 1352.

(iii) Category C

Non-major organ SLE requiring regular medical attention, including doctor visits and regular prescription medications. An individual is not excluded from this category for whom prescription medications are recommended but who, because of the side effects of those medications, chooses not to take them.

(iv) Category D

Non-major organ SLE requiring little or no treatment. An individual will fall into this category if she is able to control her symptoms through the following kinds of conservative measures: over-the-counter medications, avoiding sun exposure, use of lotions for skin rashes, and increased rest periods.

3. ATYPICAL NEUROLOGICAL DISEASE SYNDROME ("ANDS")

3.1 A diagnosis of Atypical Neurological Disease Syndrome ("ANDS") shall be based on the clinical findings and laboratory tests set forth below. The clinical and laboratory presentation of these neurological syndromes will have an atypical presentation from the natural disease and will also have additional neuromuscular, rheumatic, or nonspecific autoimmune signs and symptoms.

3.2 Eligibility for ANDS requires both

(i) satisfying the requirements for one of the four neurological disease types set forth in Paragraph 3.5 below; and

(ii) any three additional (nonduplicative) neuromuscular, rheumatic, or nonspecific symptoms or findings set forth in the definition for ACTD at Paragraph 7.5, below.

3.3 An individual will fit into this category if her primary symptoms are characteristic of a neurological disease as diagnosed by a Licensed Medical Specialist.

3.4 If the individual's Licensed Medical Specialist determines that a symptom is clearly and specifically caused by a source other than breast implants, that symptom will not be utilized in the diagnosis of ANDS. A symptom that may be caused only in part by a source other than breast implants is not excluded from such utilization.

3.5 Neurological Disease Types

(i) Polyneuropathies

This disease category requires a diagnosis of a polyneuropathy that is confirmed by one or more of the following:

(a) objectively-demonstrated loss of sensation to pinprick, vibration, touch, or position;
(b) proximal or distal muscle weakness;
(c) tingling and/or burning pain in the extremities;
(d) signs of dysesthesia; or
(e) loss of tendon reflex;

and one or more of the following laboratory findings:

(x) abnormal levels of anti-mag or anti-sulfatide or anti-GM 1 antibodies;
(y) abnormal sural nerve biopsy; or
(z) abnormal electrodiagnostic testing (EMG or nerve conduction studies, etc.).

(ii) Multiple Sclerosis-like Syndrome

This disease category requires definite evidence of central nervous system disease, with history and physical findings compatible with Multiple Sclerosis or Multiple Sclerosis-like syndrome, involving one or more of the following signs and symptoms:

(a) weakness in the pyramidal distribution;
(b) evidence of optic neuritis documented by ophthalmologist;
(c) increased Deep Tendon reflexes;
(d) absent superficial abdominal reflexes;
(e) ataxia or dysdiadochokinesia as the sign of cerebellar involvement;
(f) neurologically induced tremors; or
(g) internuclear ophthalmoplegia and/or bladder or speech involvement secondary to central nervous system disease;

and one or more of the following:

(x) abnormal Brain MRI with foci of increased signal abnormality suggestive of demyelinating lesions;
(y) delayed visual-evoked responses or abnormal-evoked potentials; or
(z) abnormal CSF with olioclonal bands.

(iii) ALS-like Syndrome

This disease category requires documented evidence of progressive upper and widespread lower motor neuron disease and/or bulbar involvement, and one or more of the following:

(a) neurological autoantibodies such as anti-mag, anti-sulfatide, or anti-GM 1;
(b) abnormal sural nerve biopsy;
(c) chronic inflammation on muscle or nerve biopsies;
(d) abnormal EMG; or
(e) documentation on exam of both upper and lower motor neuron disease and/or bulbar involvement.

(iv) Disease of Neuromuscular Junction

This disease category requires a diagnosis of Myasthenia Gravis or Myasthenia Gravis-like syndrome or disorders of the neuromuscular junction, made by a Licensed Medical Specialist qualified to make such diagnosis, and confirmed by abnormal EMG showing typical findings of decrement on repetitive stimulation testing and/or elevated acetylcholine receptor antibodies.

3.6 Severity/Disability Compensation Categories

The compensation level for ANDS will be based on the degree to which the individual is "disabled" by the condition, as the individual's licensed treating physician determines in accordance with the following guidelines. The determination of

disability under these guidelines will be based on the cumulative effect of the symptoms on the individual's ability to perform her vocational, avocational, or usual self-care activities. ("Vocational" means activities associated with work, school, and homemaking. "Avocational" means activities associated with recreation and leisure. "Usual self-care" means activities associated with dressing, feeding, bathing, grooming, and toileting.)

In evaluating the effect of the individual's symptoms, the licensed treating physician will take into account the level of pain and fatigue resulting from the symptoms. The disability percentages appearing below are not intended to be applied with numerical precision, but are, instead, intended to serve as a guideline for the licensed treating physician in the exercise of his or her professional judgment.

(i) Category A

Death or total disability due to the compensable condition. An individual shall be considered totally disabled if she demonstrates a functional capacity adequate to consistently perform none or only few of the usual duties or activities of vocation or self-care.

(ii) Category B

An individual will be eligible for category B compensation if she is 35% disabled due to the compensable condition. An individual shall be considered 35% disabled if she demonstrates a loss of functional capacity which renders her unable to perform some of her usual activities of vocation, avocation, and self-care, or if she can perform them only with regular or recurring severe pain.

(iii) Category C

An individual will be eligible for category C compensation if she is 20% disabled due to the compensable condition. An individual shall be considered 20% disabled if she can perform some of her usual activities of vocation, avocation, and self-care only with regular or recurring moderate pain.

4. MIXED CONNECTIVE TISSUE DISEASE ("MCTD")/OVERLAP SYNDROME

4.1 A diagnosis of mixed connective tissue disease ("MCTD") shall be based on the presence of clinical symptoms characteristic of two or more rheumatic diseases (SS, SLE, myositis and Rheumatoid Arthritis), accompanied by positive RNP Antibodies. See, e.g., Kelley, et al., Table 63-1, at 1061.

4.2 "Overlap Syndrome" means any one of the following three (i) diffuse cutaneous scleroderma, (ii) limited cutaneous scleroderma, or (iii) Sine scleroderma, occurring concomitantly with diagnosis of SLE, inflammatory muscle disease, or rheumatoid arthritis. See Kelley, et al., Table 66-2, at 1114.

4.3 The application of the above diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of MCTD but who nonetheless have an Overlap Syndrome, except that an individual will not be compensated in this category if her symptomology more closely resembles an atypical connective tissue disease condition/atypical rheumatic syndrome/nonspecific autoimmune condition.

4.4 Severity/Disability Compensation Categories

(i) Category A

Death or total disability resulting from MCTD or Overlap Syndrome. An individual will be considered totally disabled based on the functional capacity test set forth in Severity/Disability Category A of ACTD/ARS.

(ii) Category B

MCTD or Overlap Syndrome, plus major organ involvement or major disease activity including central nervous system, cardiopulmonary, vasculitic, or renal involvement or hemolytic anemia (marked) or thrombocytopenic purpura or severe granulocytopenia.

(iii) Category C

Other.

5. POLYMYOSITIS/DERMATOMYOSITIS

5.1 A diagnosis of polymyositis or dermatomyositis shall be made in accordance with diagnostic criteria proposed by Bohan and Peter, i.e., (i) symmetrical proximal muscle weakness, (ii) EMG changes characteristic of myositis including (a) short duration, small or low amplitude polyphasic potential, (b) fibrillation potentials, or (c) bizarre high-frequency repetitive discharges, (iii) elevated serum muscle enzymes (CPK, aldolase, SGOT, SGPT, and LDH), (iv) muscle biopsy showing evidence of necrosis of type I and II muscle fibers, areas of degeneration and regeneration of fibers, phagocytosis, and an interstitial or perivascular inflammatory response, (v) dermatologic features including a lilac (heliotrope), erythematous, scaly involvement of the face, neck, shawl area and extensor surfaces of the knees, elbows and medial

malleoli and Gottron's papules. A diagnosis of dermatomyositis requires the presence of three of the criteria plus the rash (fifth criterion). A diagnosis of polymyositis requires the presence of four criteria without the rash. See Kelley, et al., at 1163.

5.2 Application of the above diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of polymyositis or dermatomyositis but who nonetheless have a polymyositis or dermatomyositis-like disease, except that an individual will not be compensated in this category if her symptomology more closely resembles an ACTD.

5.3 Severity/Disability Compensation Categories

(i) Category A

Death or total disability resulting from polymyositis or dermatomyositis. An individual will be considered totally disabled based on the functional capacity test set forth for Severity/Disability Category A for ACTD/ARS.

(ii) Category B

Polymyositis or dermatomyositis with associated malignancy and/or respiratory muscle involvement.

(iii) Category C

Other, including polymyositis or dermatomyositis with muscle strength of Grade III or less.

6. PRIMARY SJOGREN'S SYNDROME

6.1 A clinical diagnosis of Primary Sjogren's Syndrome shall be made in accordance with diagnostic criteria proposed by Fox, et al. See Kelley, et al., Table 55-1, at 932, or Fox, RI et al. "Primary Sjogren's Syndrome Clinical and Immunopathologic Features," Seminars Arthritis Rheum., 1984; 4:77-105.

6.2 Application of the above diagnostic criteria is not intended to exclude from the compensation program individuals who present clinical symptoms or laboratory findings atypical of Primary Sjogren's Syndrome but who nonetheless have a Primary Sjogren's-like disease.

6.3 Severity/Disability Compensation Categories

(i) Category A

Death or total disability due to the compensable condition. An individual will be considered totally disabled based on the functional capacity test set forth in Severity/Disability Category A for ACTD/ARS.

(ii) Category B

Primary Sjogren's with associated central nervous system or severe cardio-pulmonary involvement or primary Sjogren's with pseudolymphoma or associated lymphoma.

(iii) Category C

Other.

7. ATYPICAL CONNECTIVE TISSUE DISEASE ("ACTD"), ATYPICAL RHEUMATIC SYNDROME ("ARS") AND NONSPECIFIC AUTOIMMUNE CONDITION ("NAC")

7.1 This category will provide compensation for individuals experiencing symptoms that are commonly found in autoimmune or rheumatic diseases but which are not otherwise classified in any of the other compensable disease categories. This category does not include individuals who have been diagnosed with classical rheumatoid arthritis in accordance with ACR criteria, but will include individuals diagnosed with undifferentiated connective tissue disease ("UCTD"). However, such inclusion is not intended to exclude from this category persons who do not meet the definition of UCTD, it being intended that individuals not meeting the classic definitions of UCTD will be compensated pursuant to the provisions contained herein relative to ACTD, ARS, and NAC.

7.2 As with other individuals who fit within this disease compensation program, the fact that a breast implant recipient has been in the past misdiagnosed with classic rheumatoid arthritis or the fact that the symptoms of classic rheumatoid arthritis may coexist with other symptoms will not exclude the individual from compensation herein. Persons who meet the criteria below and may have a diagnosis of atypical rheumatoid arthritis will not be excluded from compensation under this category.

7.3 Eligibility criteria and compensation levels for eligible individuals are set forth below in the Compensation Categories, which classify individuals in accordance with the following groups of symptoms. If the individual's Licensed Medical Specialist determines that a symptom is clearly and specifically caused by a source other than breast implants, that symptom will not be utilized in the diagnosis of ACTD/ARS. A

symptom that may be caused only in part by a source other than breast implants is not excluded from such utilization.

7.4 A diagnosis of ACTD, ARS, or NAC must satisfy one of the following sets of criteria:

(i) any two of the three signs and symptoms listed in Subparagraph 7.5(i), below (Group I);

(ii) any one of the three signs and symptoms listed in Subparagraph 7.5(i), below (Group I), plus any one of the ten signs and symptoms listed in Subparagraph 7.5(ii), below (Group II);

(iii) any three of the ten signs and symptoms listed in Subparagraph 7.5(ii), below (Group II)

(iv) any two of the ten signs and symptoms listed in Subparagraph 7.5(ii), below (Group II), plus any one additional (nonduplicative) sign or symptom from the eighteen listed in Subparagraph 7.5(iii), below (Group III); or

(v) five nonduplicative signs or symptoms listed in Subparagraphs 7.5(i) (Group I), 7.5(ii) (Group II), and/or 7.5(iii) (Group III), below;

7.5 Symptom Groupings

(i) Group I Signs and Symptoms

(a) Raynaud's phenomenon evidenced by the patient giving a history of two color changes, or visual evidence of vasospasm, or evidence of digital ulceration;

(b) polyarthritis, defined as synovial swelling andtenderness in three or more joints lasting greater than six weeks and observed by a physician; and/or

(c) Keratoconjunctivitis Sicca: subjective complaints of dry eyes and/or dry mouth, accompanied by any one of the following:

- lacrimal or salivary enlargement,
- parotid enlargement,
- abnormal Schirmer test,
- abnormal Rose-Bengal staining,
- filamentous keratitis,
- abnormal parotid scan or ultrasound,

- abnormal CT or MRI of parotid, or
- abnormal labial salivary biopsy.

(ii) Group II Signs and Symptoms

(a) Myalgias determined by tenderness on examination;

(b) immune mediated skin changes or rash, as follows:

- changes in texture or rashes that may or may not be characteristic of SLE, SS, or dermatomyositis,
- diffuse petechiae, telangiectasias, or livedo reticularis;

(c) pulmonary symptoms or abnormalities, which may or may not be characteristic of SLE, SS, or Sjogren's Syndrome, as follows:

- pleural and/or interstitial lung disease,
- restrictive lung disease, and/or
- obstructive lung disease as evidenced by characteristic clinical findings and either characteristic chest X-ray changes, or characteristic pulmonary function test abnormalities in a non-smoker (e.g., decrease DLCO or abnormal arterial blood gases);

(d) pericarditis defined by consistent clinical findings and either EKG or echocardiogram;

(e) neuropsychiatric symptoms: cognitive dysfunction (memory loss and/or difficulty concentrating) which may be characteristic of SLE or MCTD as determined by a SPECT scan or PET scan or MRI or EEG or neuropsychological testing;

(f) peripheral neuropathy diagnosed by physical examination showing one or more of the following:

- loss of sensation to pinprick, vibration, touch, or position,
- tingling, paresthesia, or burning pain in the extremities,
- loss of tendon reflex,
- proximal or distal muscle weakness (loss of muscle strength in extremities or weakness of ankles, hands, or foot drop),
- signs of dysesthesia, or
- entrapment neuropathies;

(g) myositis or myopathy, diagnosed by weakness on physical examination or by muscle strength testing, abnormal CPK or aldolase, abnormal cybex testing, abnormal EMG, abnormal muscle biopsy;

(h) serologic abnormalities that include any one of the following:

- ANA greater than or equal to 1:40 (using Hep2),
- positive ANA profile such as Anti-DNA, SSA, SSB, RNP, SM, Scl-70, centromere, JO-1, PM-Scl or dsDNA (preferable to use ELISA with standard cutoffs),
- other autoantibodies, including thyroid antibodies, anti-microsomal, or anti-cardiolipin, or RF (by nephelometry with 40 IU cutoff),
- elevation of immunoglobulin (IgG, IgA, IgM), or
- serologic evidence of inflammation such as elevated ESR, CRP;

(i) lymphadenopathy (as defined by at least 1 lymph node greater than or equal to 1x1 cm) documented by a physician; or

(j) dysphagia with positive cine-esophagram, manometry or equivalent imaging.

(iii) <u>Group III Signs and Symptoms</u>

(a) Documented arthralgia;

(b) documented Myalgias;

(c) chronic fatigue (for more than 6 months);

(d) documented Lymphadenopathy;

(e) documented Neurological symptoms including cognitive dysfunction or paresthesia;

(f) photosensitivity;

(g) documented Sicca symptoms;

(h) documented dysphagia;

(i) documented Alopecia;

(j) documented sustained balance disturbances;

(k) documented sleep disturbances;

(l) documented easy bruisability or bleeding disorder;

(m) documented chronic cystitis or bladder irritability;

(n) documented colitis or bowel irritability;

(o) persistent low grade fever or night sweats;

(p) mucosal ulcers confirmed by physician;

(q) burning pain in the chest, breast, arms, or axilia, or substantial loss of function in breast due to disfigurement or other complications from implants or explantation; or

(r) pathological findings of granulomas or siliconomas or chronic inflammatory response or breast infections.

7.6 Severity/Disability Compensation Categories

The compensation level for ACTD/ARS/NAC will be based on the degree to which the individual is "disabled" by the condition, as the individual's licensed treating physician determines in accordance with the following guidelines. The determination of disability under these guidelines will be based on the cumulative effect of the symptoms on the individual's ability to perform her vocational, avocational, or usual self-care activities, as defined above. In evaluating the effect of the individual's symptoms, the licensed treating physician will take into account the level of pain and fatigue resulting from the symptoms. The disability percentages appearing below are not intended to be applied with numerical precision, but are, instead, intended to serve as a guideline for the licensed treating physician in the exercise of his or her professional judgment.

(i) Category A

Death or total disability resulting from the compensable condition. An individual will be considered totally disabled if she demonstrates a functional capacity adequate to consistently perform none or only few of the usual duties or activities of vocation or self-care.

(ii) Category B

An individual will be eligible for category B compensation if she is 35% disabled due to the compensable condition. An individual shall be considered 35% disabled if she demonstrates a loss of functional capacity which renders her unable to perform some of her usual activities of vocation, avocation, and self-care, or she can perform them only with regular or recurring severe pain.

(iii) Category C

An individual will be eligible for category C compensation if she is 20% disabled due to the compensable condition. An individual shall be considered 20% disabled if she can perform some of her usual activities of vocation, avocation, and self-care only with regular or recurring moderate pain.

8. RUPTURE OF A DOW CORNING BREAST IMPLANT

8.1 A "Rupture" refers to the failure of the elastomer envelope surrounding a silicone-gel breast implant to contain the gel (resulting in contact of the gel with the body), not solely as a result of "gel bleed," but due to a tear in the envelope after implantation and prior to the explantation procedure.

8.2 No Severity/Disability Compensation Categories are applicable to Rupture.

EXHIBIT B

PREAMBLE TO
EXHIBITS B-1 AND B-2

The Notice of Ontario Approval Hearing and Notice of Ontario Court's Approval and Effective Date Of This Agreement set forth herein as identified, described and/or referenced in, among other provisions, Sections 2 and 3 of the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement were prepared by Settlement Class Counsel. The procedures set forth herein will be implemented by the Settlement Class Counsel, subject to the ongoing authority and supervision of the Ontario Court. These provisions and procedures do not and are not intended to impose any responsibilities or obligations on Dow Corning and/or the Released Parties.

EXHIBIT B-1

NOTICE OF ONTARIO APPROVAL HEARING

REGARDING THE
DOW CORNING/ONTARIO
BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

TO: All persons resident in the Province of Ontario as of February 18, 1993, or who received their implants in the Province of Ontario, who have had silicone gel breast implants placed in their bodies, whose implants were manufactured, developed, designed, fabricated, sold, distributed or otherwise placed into the stream of commerce by Dow Corning Corporation or Dow Corning Canada, Inc.

1. THE APPROVAL HEARING

BE ADVISED that the representative Plaintiff and Defendants (Dow Corning Corporation and Dow Corning Canada, Inc.) in the Ontario Class Action have concluded the "Dow Corning/Ontario Breast Implant Litigation Settlement Agreement," dated November 6, 1998 (the "Agreement"). If the Agreement is approved by the Ontario Court (General Division) and the U.S. Bankruptcy Court, the Agreement will settle all past, present and future claims of the members of the class that arise out of or relate to the implantation of Dow Corning Breast Implants brought against Dow Corning and/or the Released Parties (including, Dow Corning Corporation, Dow Corning Wright Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and the "Settling Insurers" as that term is defined in the Confirmed Plan of Reorganization).

BE ADVISED that the Ontario Court (General Division), will hold a hearing in Toronto, on Tuesday, November 24, 1998, at 10 a.m. to determine whether to approve the proposed Agreement. Class members are permitted to attend the Approval Hearing.

2. SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

The Settlement Agreement is conditional on the approval of the Ontario Court and the confirmation of a Plan of Reorganization of Dow Corning Corporation by the U.S. Bankruptcy Court.

Under the terms of the proposed Agreement:

2.1 Defendant Dow Corning will pay a settlement amount of U.S. $17,000,000.00 (approximately CDN $_____) as full and final payment of all past,

present and future claims arising out of or related to Dow Corning Breast Implants by any and all members of the Ontario Class against the Defendants and/or the Released Parties.

2.2 To receive compensation a member of the Ontario Class will not have to prove causation. However, she must show to the satisfaction of the Claims Administrator and pursuant to the provisions and procedures in the Agreement, that (1) her breast implants are or were Dow Corning Breast Implants and, where applicable, (2) she has or had a Designated Medical Condition, as described in the Settlement Agreement.

2.3 A member of the Ontario Class will be able to choose from one of three options:

1. she can choose to make an Expedited Settlement Claim for CDN $1,800.00, which will be paid on a first-to-file basis before any other claims are paid; **or**

2. she can choose to apply for compensation for a Designated Medical Condition -- under this option the amount she will receive will depend upon the total number of registered claimants and will vary according to the nature of her medical condition, level of disability, age at onset of symptoms, whether she had multiple breast implants and certain pre-existing conditions as described in the Agreement; **or**

3. she can register with the Claims Administrator and be eligible to make a claim in the future should she then qualify for compensation for a Designated Medical Condition.

3. COSTS

Members of the Ontario Class will not be individually responsible for the costs of the class action or fees of the Settlement Class Counsel. Costs and fees will be subject to court award and deducted from the Settlement Amount. However, each member of the Ontario Class is individually responsible for any legal fees and disbursements agreed to in any individual solicitor-client arrangement, including the provision of advice or the preparation and registration of her claim, including costs of medical reports, records and doctors' and medical experts' fees.

4. FURTHER INFORMATION

A complete copy of the Settlement Agreement is available on the Internet at:

www.siskind.com

A written request for a bound copy of the Settlement Agreement may be addressed to Settlement Class Counsel at:

SISKIND, CROMARTY, IVEY & DOWLER
680 Waterloo Street
London, Ontario N6A 3V8

A processing fee of CDN $20.00 payable to Settlement Class Counsel in Trust must accompany your request for a bound copy of the Agreement. The Settlement Agreement is also available for inspection during normal business hours at the Ontario Court of Justice (General Division), 361 University Avenue, Toronto, Ontario.

5. FURTHER NOTICE

If the Ontario Court (General Division) and the U.S. Bankruptcy Court approve the Agreement and the Agreement becomes effective, another notice will be published to inform you of the approval and the effective date of the Settlement Agreement. The notice will include information on receiving instructions for registering and making a claim under the Agreement.

SETTLEMENT CLASS COUNSEL:

SISKIND, CROMARTY, IVEY & DOWLER
680 Waterloo Street
London, Ontario N6A 3V8

This Notice summarizes the terms of the Agreement. In the event of contradiction between this Notice and the Agreement, the Agreement shall govern.

PLEASE KEEP THIS NOTICE FOR FUTURE REFERENCE

EXHIBIT B-2

NOTICE OF ONTARIO COURT'S APPROVAL AND EFFECTIVE DATE

OF THE DOW CORNING/ONTARIO BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

TO: All persons resident in the Province of Ontario as of February 18, 1993, or who received their implants in the Province of Ontario, who have had silicone gel or saline breast implants placed in their bodies, whose implants were manufactured, developed, designed, fabricated, sold, distributed or otherwise placed into the stream of commerce by Dow Corning Corporation or Dow Corning Canada, Inc. ("Primary Breast Implant Claimants")

and

All persons who are or were recipients of one or more breast implants that are or were not Dow Corning Breast Implants who have a principle geographic nexus in Ontario, as determined pursuant to Paragraph 8.2 of the Agreement, and who asserted a claim against Dow Corning and/or the Released Parties arising out of or relating to Dow Corning Breast Implant Raw Materials by timely filing a valid proof of claim in the Dow Corning U.S. Bankruptcy Case ("Dow Corning Breast Implant Raw Materials Claimants")

and

All persons whose relationship to a Dow Corning Breast Implant Recipient making a claim under the Agreement is one of the relationships listed in Section 61 of the Family Law Act, R.S.O. 1990 c. F.3, who have a principle geographic nexus in Ontario, as determined pursuant to Paragraph 8.2 of the Agreement, and who asserted a claim against Dow Corning and/or the Released Parties arising out of or relating to Dow Corning Breast Implants by timely filing a valid proof of claim in the Dow Corning U.S. Bankruptcy Case ("Supplemental/Family Member Claimants")

1. COURT APPROVAL OF THE AGREEMENT

BE ADVISED that the Court in Ontario has approved the "Dow Corning/ Ontario Breast Implant Settlement Agreement," dated November 6, 1998 (the "Agreement") reached in a class action commenced in the Province of Ontario, and the Plan of Reorganization of Dow Corning Corporation of which the Settlement Agreement is part has been confirmed. The Agreement encompasses:

A. all Ontario Class Action claims that arise out of or relate to the implantation of breast implants that were manufactured, developed, designed, fabricated, sold, distributed, made or otherwise placed into the stream of commerce by Dow Corning Corporation and Dow Corning Canada, Inc. and/or any Released Party (including Dow Corning Corporation, Dow Corning Wright Corporation, Dow Corning Canada, Inc.), The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and, for each of the aforementioned, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns, and the "Settling Insurers" as that term is defined in the Confirmed Plan of Reorganization), under trade names that include but are not limited to DOW CORNING, CRONIN, SILASTIC, and SILASTIC II ("Primary Breast Implant Claims"),

B. all claims asserted against Dow Corning and/or the Released Parties arising out of or relating to Dow Corning Breast Implant Raw Materials, by the timely filing of a valid proof of claim in the Dow Corning U.S. Bankruptcy Case by or on behalf of any person who has a principle geographic nexus in Ontario, and who is or was a recipient of one or more Breast Implants that is or was not a Dow Corning Breast Implant but that contains or contained Dow Corning Breast Implant Raw Materials, ("Dow Corning Breast Implant Raw Materials Claims"), and

C. all claims asserted against Dow Corning and/or the Released Parties arising out of or relating to a Dow Corning Breast Implant, by the timely filing of a valid proof of claim in the Dow Corning U.S. Bankruptcy Case by or on behalf of any person who has a principle geographic nexus in Ontario, and who has a relationship to a Dow Corning Breast Implant Recipient, whose claim for compensation under the Agreement is approved, that is one of the relationships listed in Section 61 of the Family Law Act, R.S.O. 1990 c. F.3 ("Supplemental/Family Member Claims").

2. SUMMARY OF THE AGREEMENT

- The Dow Corning Settlement Facility will pay a sum of U.S. $17,000,000.00 (approximately CND $_____.00) to settle the claims of persons who have been implanted with Dow Corning Breast Implants whether silicone gel or saline;

- To receive compensation a Primary Breast Implant Claimant will not have to prove causation. However, she must show to the satisfaction of the Claims Administrator and pursuant to the provisions and procedures in the Agreement, that (1) her breast implants are or were Dow Corning Breast Implants and, where applicable, (2) she has or had a Designated Medical Condition, as described in the Settlement Agreement.

- A Settling Claimant who asserts a Primary Breast Implant Claim will be able to choose from one of three options:

    1. she can choose to make an Expedited Settlement Claim for CDN $1,800.00, which will be paid before any other claims are paid; **or**

    2. she can choose to apply for compensation for a Designated Medical Condition -- under this option the amount she will receive will depend upon the total number of registered claimants and will vary according to the nature of her medical condition, level of disability, age at onset of symptoms, whether she had multiple breast implants and certain pre-existing conditions as described in the Agreement; **or**

    3. she can register with the Claims Administrator and be eligible to make a claim in the future should she then qualify for compensation for a Designated Medical Condition.

- The Dow Corning Settlement Facility will pay a sum of U.S. $900,000.00 (approximately CND $_____.00) to settle the Dow Corning Breast Implant Raw Materials Claims and the Supplemental/Family Law Claims.

- To receive compensation a Dow Corning Breast Implant Raw Materials Claimant will not have to prove causation. However, she must show to the satisfaction of the Claims Administrator and pursuant to the provisions and procedures in the Agreement, that her breast implants contained Dow Corning Breast Implant Raw Materials.

- To receive compensation a Supplemental/Family Member Claimant must show that he or she has a relationship to a Dow Corning Breast Implant Recipient, whose claim for compensation is approved pursuant to the Agreement, that is one of the relationships listed in Section 61 of the Family Law Act, R.S.O. 1990 c. F.3.

TO BE ELIGIBLE FOR <u>ANY</u> COMPENSATION, CLAIMANTS <u>MUST</u> REGISTER WITH THE CLAIMS ADMINISTRATOR. YOU MUST REGISTER EVEN THOUGH YOU MAY HAVE REGISTERED WITH THE U.S. SETTLEMENT, FILED A PROOF OF CLAIM WITH THE U.S. BANKRUPTCY COURT, CONTACTED A LAWYER OR REGISTERED WITH ANOTHER BREAST IMPLANT SETTLEMENT.

3. IMPORTANT DEADLINES:

- Regardless of the type of claim you choose to assert, you must send a Registration Form to the Claims Administrator on or before _____, which is the Initial Claim Deadline.

- If you choose to make an Expedited Primary Claim, or if you wish to receive compensation as a Current Primary Claimant for one or more Designated Medical Conditions before Ongoing Primary Claims are made, you must also send a Claim Form to the Claims Administrator on or before the Initial Claim Deadline.

- If you choose to apply for compensation as an Ongoing Primary Claimant for one or more Designated Medical Conditions, you must send a Claim Form to the Claims Administrator on or before _____, which is the Final Claim Deadline.

- If you choose to make a Dow Corning Breast Implant Raw Materials Claim, you must send a Claim Form to the Claims Administrator on or before _____, which is the Dow Corning Breast Implant Raw Materials Claim Deadline.

- If you choose to make a Supplemental/Family Member Claim, you must send a Claim Form to the Claims Administrator on or before _____, which is the Supplemental/Family Member Claim Deadline.

4. FURTHER INSTRUCTIONS

IMPORTANT: A complete copy of the Settlement Agreement including the detailed instruction package and forms necessary to register and file a claim is available on the Internet at:

www.siskind.com

To obtain a paper copy of the detailed instruction package and forms necessary to register and file a claim, please complete and mail the attached coupon to the Claims Administrator or call _____.

Due to the deadlines, please act without delay.

SETTLEMENT CLASS COUNSEL:

SISKIND, CROMARTY, IVEY & DOWLER
680 Waterloo Street
London, Ontario N6A 3V8

This Notice summarizes the Agreement. In the event of contradiction between this Notice and the Agreement, the Agreement shall govern.

PLEASE KEEP THIS NOTICE FOR FUTURE REFERENCE.

This Notice has been approved by the Ontario Court (General Division).

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REQUEST FOR
INSTRUCTIONS FOR SETTLING CLAIMANTS
IN THE DOW CORNING/ONTARIO
BREAST IMPLANT LITIGATION SETTLEMENT

Last Name: _____

First Name: _____

Address: _____

City: _____

Province: _____

Country: _____

Postal Code: _____

Telephone: (home) _____ (work) _____

Please Mail This Coupon To:

Claims Administrator
P.O. Box _____
London, Ontario

EXHIBIT C

METHOD OF DISSEMINATION OF NOTICES

1. NOTICE OF ONTARIO APPROVAL HEARING

1.1. Individual Notification

Settlement Class Counsel will send by First Class mail to all known members of the Ontario Class individually or through their counsel the Notice of Ontario Approval Hearing.

1.2. Publication in Newspapers

The Notice of Ontario Approval Hearing will be published once in the following newspapers:

The Globe & Mail (National Edition)
Toronto Sun (Toronto)
Toronto Star (Provincial Edition)
Ottawa Citizen (Ottawa)
Kingston Whig Standard (Kingston)
Kitchener-Waterloo Record (Kitchener & Waterloo)
Hamilton Spectator (Hamilton)
London Free Press (London)
Sudbury Star (Sudbury)
Thunder Bay Chronicle Journal (Thunder Bay)
Sault Ste. Marie Star (Sault Ste. Marie)
Windsor Star (Windsor)

2. NOTICE OF ONTARIO COURT'S APPROVAL AND THE EFFECTIVE DATE OF THIS AGREEMENT

2.1. Within fifteen (15) days after the Effective Date Of This Agreement, Settlement Class Counsel and/or Dow Corning will send by First Class mail to all known Ontario Class members, potential Dow Corning Breast Implant Raw Materials Claimants, and potential Supplemental/Family Member Claimants individually or through their counsel the Notice of Ontario Court's Approval and Effective Date Of This Agreement.

2.2. The Notice of Ontario Court's Approval and Effective Date Of This Agreement will be published twice in the newspapers listed in Paragraph 1.2 above, of this Exhibit C.

2.3. Within fifteen (15) days after the Effective Date Of This Agreement, Settlement Class Counsel will issue a press release regarding the Effective Date Of This Agreement. Settlement Class Counsel will distribute the press release to the newspapers listed in Paragraphs 2.2 and 3.2, above, and to radio and television stations, including CP Wire Service, CBC TV, CBC Radio (French and English), CTV, Global Television, and City TV.

3. COST OF DISSEMINATION

3.1. As set forth in Section 2 and Paragraph 3.2 of the Agreement, Dow Corning will pay the costs of the disseminating the notices in the manner set forth in this Exhibit C.

EXHIBIT D

CLAIMS ADMINISTRATION PROCEDURES

The procedures set forth herein for the administration of the settlement payments identified in Paragraph 5.1 of the Agreement and for the registration, submission, processing, approval, compensation and appeal of claims pursuant to the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement were prepared by Settlement Class Counsel. The procedures shall be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the Ontario Court. These provisions and procedures do not and are not intended to impose any responsibilities or obligations on Dow Corning and/or the Released Parties.

1. ADMINISTRATION OF THE SETTLEMENT PAYMENTS

1.1. Expedited Primary Claims

Subject to the direction of the Ontario Court, the Initial Payment of one million four hundred and six thousand four hundred twenty-eight dollars and fifty-seven cents in United States currency (U.S. $1,406,428.57) described in Subparagraph 5.1(i) of the Agreement, and any interest accruing thereon, will be used first to pay approved Expedited Primary Claims, less Settlement Class Counsel fees, disbursements and partial interim administrative costs (such disbursements and partial interim administrative costs to consist of a maximum of five hundred thousand dollars in Canadian currency [CDN $500,000.00]), and then may be used to pay approved Current Primary Claims.

1.2. Current Primary Claims

Subject to the direction of the Ontario Court, the remainder of the First Payment, the Second and Third Payments, and one million five hundred twenty nine thousand, two hundred and eighty five dollars and seventy-one cents in United States currency (U.S. $1,529,285.71) of the Fourth Payment, described in Subparagraphs 5.1(ii), (iii) and (iv) of the Agreement, and any interest accruing thereon, will be used to pay approved Expedited Primary Claims and/or approved Current Primary Claims, less Settlement Class Counsel fees, disbursements and administrative costs.

1.3. Dow Corning Breast Implant Raw Materials Claims and Supplemental/Family Member Claims

The Dow Corning Breast Implant Raw Materials and Supplemental/Family Claims Settlement Amount of nine hundred thousand dollars in United States currency (U.S. $900,000.00), as identified in Paragraph 5.1 and described in Subparagraph 5.1(iv)

of the Agreement, and any interest accruing thereon, will be used to pay all approved Dow Corning Breast Implant Raw Materials Claims and all approved Supplemental/Family Member Claims.

1.4. Ongoing Primary Claims

Subject to the direction of the Ontario Court, the Fifth and Sixth Payments, described in Subparagraphs 5.1(v) and (vi) of the Agreement, and any interest accruing thereon, will be used to pay approved Ongoing Primary Claims, less Settlement Class Counsel fees, disbursements and administrative costs.

1.5. Settlement Class Counsel Fees

The Ontario Court shall retain ongoing authority, upon motion of Settlement Class Counsel, to allocate from the Settlement Amount Settlement Class Counsel fees to be approved by the Ontario Court and paid to Settlement Class Counsel or as the court directs.

2. FORMS

2.1. Registration Form

Eligibility requires proper completion and execution of the Registration Form. Subject to the Ontario Court's approval, the Registration Form shall be in the form attached as Exhibit F-1 to the Agreement.

2.2. Claim Form

Eligibility requires proper completion and execution of the Claim Form. The Claim Form is designed to enable a Settling Claimant to make an Expedited Primary Claim, a Current Primary Claim, an Ongoing Primary Claim, a Raw Materials Claim, or a Supplemental/Family Member Claim. Subject to the Ontario Court's approval, the Claim Form shall be in the form attached as Exhibit F-2 to the Agreement.

3. PRODUCT IDENTIFICATION DOCUMENTATION

3.1. Primary Breast Implant Claim

To be deemed sufficient to establish that the Breast Implant(s) of a Primary Breast Implant Claimant are or were Dow Corning Breast Implant(s), "Product Identification Documentation" shall consist of:

(i) (a) hospital records or the implanting surgeon's report of the surgery specifying that the Settling Claimant was implanted with Dow Corning Breast Implants;

(b) medical records that contain the package label for the Dow Corning Breast Implants with which the Settling Claimant was implanted; or

(c) if the Product Identification Documentation specified in Subparagraphs 3.1(i)(a) or (b), above, is not available, a written statement signed by the implanting surgeon or by an authorized representative of the hospital or clinic where the implantation of the Settling Claimant's Dow Corning Breast Implants was performed, stating that the Settling Claimant was implanted with Dow Corning Breast Implants.

Such statement cannot rest upon unacceptable and insufficient proof of product identification as outlined in Subparagraph 3.1(iv), below, and it must be accompanied by an affidavit from the Settling Claimant stating:

- the steps taken by the Settling Claimant to obtain Product Identification Documentation as outlined in Subparagraphs 3.1(i)(a) and (b) above; and

- the responses, if any, to those steps.

(ii) If a Settling Claimant is unable to provide Product Identification Documentation as outlined in Subparagraphs 3.1(i), above, the Settling Claimant may submit to the Claims Administrator such other objective verification of the identification of the Dow Corning Breast Implants as may be acceptable to the Claims Administrator, subject to the approval of Settlement Class Counsel and Dow Corning, neither of whose approval shall be unreasonably withheld. Such objective verification cannot rest upon unacceptable and insufficient proof of product identification as described in Subparagraph 3.1(iv), below.

(iii) Such other objective verification must be accompanied by an Affidavit from the Settling Claimant stating:

(a) the steps taken by the Settling Claimant to obtain the Product Identification Documentation outlined in Subparagraphs 3.1(i), above; and

(b) the responses, if any, to those steps.

(iv) Statements from medical personnel describing their typical or general practices concerning implant usage during a given time period, or a statement from the Settling Claimant or any other Person that seeks to identify the manufacturer or brand based upon recollection, shall be unacceptable and insufficient proof of product identification.

3.2. Dow Corning Breast Implant Raw Materials Claim

To be deemed sufficient to establish that the raw materials in a Dow Corning Breast Implant Raw Materials Claimant's silicone gel Breast Implants are or were Dow Corning Breast Implant Raw Materials, "Product Identification Documentation" shall consist of:

(i) Product Identification Documentation identical to that required in Paragraph 3.1, above, in all respects except that such documentation shall identify the silicone gel Breast Implant as a Bristol, Baxter, Bioplasty, Cox-Uphoff, or Mentor Breast Implant as such implants are described in Exhibit G to the U.S. Settlement;

(ii) medical records evidencing that the qualifying Breast Implant was implanted after January 1, 1976 and before January 1, 1992; and

(iii) a properly completed and executed Affidavit of Settling Claimant or Certificate of Solicitor.

3.3. Supplemental/Family Member Claim

To be deemed sufficient to establish that the Breast Implant(s) of the Primary Breast Implant Claimant to whom the Supplemental/Family Member Claimant has one of the relationships listed in Section 61 of the Family Law Act, R.S.O. 1990 c.F.3 are or were Dow Corning Breast Implants, and that the Supplemental/Family Member actually has the required relationship to such Dow Corning Breast Implant Recipient, "Product Identification Documentation" shall consist of:

(i) Product Identification Documentation as described in Paragraph 3.1, above, as applicable to the Primary Breast Implant Claimant;

(ii) birth certificates, marriage licenses, or court orders that evidence the requisite relationship of the Supplemental/Family Member Claimant to the Primary Breast Implant Claimant; and

(iii) a properly completed and executed Affidavit of Settling Claimant.

4. SUPPORTING DOCUMENTATION FOR PRIMARY BREAST IMPLANT CLAIMS

4.1. Rupture

For Rupture, "Supporting Medical Documentation" shall consist of:

(i) appropriate medical records, including operative reports or pathology reports, demonstrating that the Settling Claimant has had a "Rupture," as defined in the Medical Conditions List, of one or more Dow Corning Breast Implants; and

(ii) a properly completed and executed Certificate of Solicitor in the form attached as Exhibit F-3 to the Agreement or a properly completed and executed Affidavit of Settling Claimant in the form attached as Exhibit F-4 to the Agreement.

4.2. Other Designated Medical Conditions

For other Designated Medical Conditions "Supporting Medical Documentation" shall consist of:

(i) a clinical diagnosis made by an appropriate "Licensed Medical Specialist" (a Fellow of the Royal College of Physicians and Surgeons, a Canadian board-certified specialist, or a certified specialist from another country, acceptable to the Claims Administrator) in an appropriate medical specialty, as determined by the Claims Administrator, together with the examination reports and test results on which the diagnosis is based, which will enable the Claims Administrator to place the Settling Claimant within a category on the Medical Conditions List;

(ii) where applicable pursuant to the Medical Conditions List, a Statement of Disability from a licensed treating physician who has performed a disability examination and evaluation on the Settling Claimant;

(iii) medical records contemporaneous with the Settling Claimant's claimed Age at Onset of Symptoms; and

(iv) a properly completed and executed Certificate of Solicitor in the form attached hereto as Exhibit F-3 or a properly completed and executed Affidavit of Settling Claimant in the form attached as Exhibit F-4 to the Agreement.

5. GENERAL CLAIMS PROCESSING GUIDELINES

5.1. The Claims Administrator shall process all claims in a cost-effective and timely manner.

5.2. Technical Deficiencies

(i) If, during claims processing, the Claims Administrator finds that technical deficiencies exist in a Settling Claimant's Registration Form, Claim Form, Certificate of Solicitor, Affidavit of Settling Claimant or other documentation, the Claims Administrator shall notify via registered mail the Settling Claimant of the technical deficiencies, and shall allow the Settling Claimant thirty (30) days from the date of receipt of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day period, the Claims Administrator shall reject the claim without prejudice to the right of the Settling Claimant to resubmit the claim for consideration under the Ongoing Primary Claim Fund, provided the Settling Claimant is able to meet the Ongoing Primary Claim Fund deadlines and other requirements set forth in this Agreement.

(ii) In the event a Settling Claimant who is a Dow Corning Breast Implant Recipient satisfies the Claims Administrator that her failure to mail her Registration Form and/or Product Identification Documentation on or before the Ongoing Primary Claim Registration Deadline was a result of incapacitating illness or other good cause, the Claims Administrator may consider her claim as an Ongoing Primary Claim.

(iii) With the sole exception provided in Subparagraph 5.2(ii), above, the technical deficiencies referred to in this Paragraph 5.2 shall not include missing the deadlines for filing the Registration Form, Claim Form, Product Identification Documentation and/or Supporting Medical Documentation as set forth in this Agreement. In no event shall the Claims Administrator consider Registration Forms, Product Identification Documentation, Claim Forms, and/or Supporting Medical Documentation postmarked after the Final Claim Deadline.

5.3. Notice of Final Claim Deadline

At a reasonable time before the Final Claim Deadline for submitting Claim Forms and Supporting Documentation, notice in a form to be approved by the Ontario Court after consultation with Settlement Class Counsel and the Claims Administrator shall be given to all registered Settling Claimants who have not yet filed a Claim Form to inform them of the Final Claim Deadline and its effect.

6. APPROVAL OR REJECTION OF CLAIMS

In order for any claim made under this Agreement to be approved, the Claims Administrator must be satisfied that the claimant has a "principle geographic nexus" in Ontario, as determined pursuant to Paragraph 8.2 of the Agreement.

6.1. Approved Expedited Primary Claimants

In order for an Eligible Claimant to become an Approved Expedited Primary Claimant, the Claims Administrator must be satisfied that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration Form and a properly completed and executed Claim Form to the Claims Administrator postmarked on or before the Initial Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Expedited Primary Claim Deadline and such documentation meets the criteria outlined in Section 3 of this Exhibit D;

(iii) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(iv) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in the Agreement.

Each Approved Expedited Settlement Claimant shall be entitled to receive, as a sole remedy, a one-time payment of one thousand eight hundred dollars in Canadian currency (CDN $1,800.00). By filing an Expedited Primary Claim, a Settling Claimant waives any and all rights she would have had had she not filed such an Expedited Primary Claim, including but not limited to the rights to file a Current Primary Claim, an Ongoing Primary Claim or a Dow Corning Breast Implant Raw Materials Claim.

6.2. Current Primary Claims

In order for an Eligible Claimant to become an Approved Current Primary Claimant, the Claims Administrator must be satisfied that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration Form and properly completed and executed Claim Form to the Claims Administrator postmarked on or before the Initial Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Initial Claim Deadline and such documentation meets the criteria outlined in Section 3 of this Exhibit D;

(iii) the Eligible Claimant forwarded Supporting Documentation to the Claims Administrator postmarked on or before the Initial Claim Deadline and such documentation establishes that she has or had at least one Designated Medical Condition and meets the criteria outlined in Section 4 of this Exhibit D;

(iv) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(v) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in the Agreement.

Subject to the limitations on compensation to Primary Claimants set forth in Section 7, below, of this Exhibit D, each Approved Current Claimant shall be entitled to receive payment and compensation to be calculated in accordance with the ratios indicated in the Medical Conditions Compensation Schedule, attached as Exhibit A-1 to the Agreement. By filing a Current Primary Claim, a Settling Claimant waives any and all rights she would have had to file an Expedited Primary Claim or a Dow Corning Breast Implant Raw Materials Claim.

6.3. Ongoing Primary Claims

In order for an Eligible Claimant to become an Approved Ongoing Primary Claimant, the Claims Administrator must be satisfied that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration Form to the Claims Administrator postmarked on or before the Ongoing Registration Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Ongoing Registration Deadline and such documentation meets the criteria outlined in Section 3, above, of this Exhibit D;

(iii) the Eligible Claimant forwarded a properly completed and executed Claim Form to the Claims Administrator postmarked on or before the conclusion of the First Ongoing Primary Claim Allocation Period, as defined in Subparagraph 8.4(i) below, or the Final Claim Deadline;

(iv) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the conclusion of the First Ongoing Allocation Period or the Final Claim Deadline and such documentation establishes that she has or had at least one Designated Medical Condition and meets the criteria outlined in Section 4, above, of this Exhibit D;

(v) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(vi) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in this Agreement.

Subject to the limitations set forth in Section 7, below, of this Exhibit D, each Approved Ongoing Primary Claimant shall be entitled to receive payment and compensation to be calculated in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement. By filing an Ongoing Primary Claim, a Settling Claimant waives any and all rights she would have had to file an Expedited Primary Claim or a Dow Corning Breast Implant Raw Materials Claim.

6.4. Approved Dow Corning Breast Implant Raw Materials Claimants

In order for an Eligible Claimant to become an Approved Dow Corning Breast Implant Raw Materials Claimant, the Claims Administrator must be satisfied that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration Form and a properly completed and executed Claim Form to the Claims Administrator postmarked on or before the Initial Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation, to the Claims Administrator postmarked on or before the Dow Corning Breast Implant Raw Materials Claim Deadline and such documentation meets the criteria outlined in Section 3, above, of this Exhibit D;

(iii) the Eligible Claimant forwarded a properly completed and executed Affidavit of Settling Claimant or a properly completed and executed Certificate of Solicitor to the Claims Administrator postmarked on or before the Dow Corning Breast Implant Raw Materials Deadline;

(iv) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(v) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in this Agreement.

Each Approved Raw Materials Claimant shall be entitled to receive, as a sole remedy, a one-time payment to be calculated in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement. By filing a Dow Corning Breast Implant Raw Materials Claim, a Settling Claimant waives any and all rights she would have had to file a Primary Breast Implant Claim or a Supplemental/Family Member Claim.

6.5. Supplemental/Family Member Claimants

In order for an Eligible Claimant to become an Approved Supplemental/ Family Member Claimant, the Claims Administrator must be satisfied that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration Form and properly completed and executed Claim Form to the Claims Administrator postmarked on or before the Initial Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Supplemental/Family Member Claim Deadline, and such documentation meets the criteria outlined in Section 3, above, of this Exhibit D;

(iii) the Eligible Claimant forwarded a properly completed and executed Release of Dow Corning and the Released Parties to the Claims Administrator; and

(iv) the Eligible Claimant otherwise meets the criteria and prerequisites for compensation set forth in this Agreement, including that he or she is related to an Approved Expedited Claimant, an Approved Current Primary Claimant, or an Approved Ongoing Primary Claimant.

All Approved Supplemental/Family Law Claimants whose claims arise out of or relate to the claims of the same individual Primary Breast Implant Claimant shall collectively be entitled to receive, as a sole remedy, a one-time payment to be calculated in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement. By filing a Supplemental/Family Member Claim, a Settling Claimant waives only and all rights she would have had to file a Primary Breast Implant Claim or a Dow Corning Breast Implant Raw Materials Claim.

7. LIMITATIONS ON COMPENSATION TO PRIMARY BREAST IMPLANT CLAIMANTS

7.1. Compensation for Pre-Existing Medical Conditions

Except as expressly provided for in this section, Approved Current Primary Claimants and Approved Ongoing Primary Claimants shall not be entitled to receive compensation for medical conditions that became manifest prior to the implantation of a Dow Corning Breast Implant. The term "post-implant" shall mean any time after the Eligible Claimant is implanted with a Dow Corning Breast Implant.

(i) If, post-implant, an Eligible Claimant develops a Designated Medical Condition that the Eligible Claimant did not have before receiving a Dow Corning Breast Implant, the Eligible Claimant shall be entitled to receive compensation as set forth in the Compensation Schedule for the Designated Medical Condition that developed post-implant.

(ii) If, post-implant, an Eligible Claimant develops the requisite number of listed symptoms necessary to qualify for compensation under the ACTD category in the Medical Conditions List, that Eligible Claimant shall be entitled to receive compensation under the ACTD category notwithstanding the fact that the Eligible Claimant had, prior to implantation of a Dow Corning Breast Implant, suffered from other symptoms listed in the ACTD category.

(iii) If, post-implant, an Eligible Claimant develops a more serious level of a pre-existing medical condition (e.g., the Eligible Claimant moves from Scleroderma -- Group C to Scleroderma -- Group A), the Eligible Claimant shall be entitled to receive the difference between (i) the amount of compensation to which other Approved Claimants in the higher compensated group are entitled (e.g., Scleroderma -- Group A) and (ii) the amount of compensation to which other Approved Claimants in the lower compensated group are entitled (e.g., Scleroderma -- Group C) at the time the Eligible Claimant's claim is approved.

7.2. Compensation for Multiple Medical Conditions

Any Eligible Claimant who is a Primary Breast Implant Claimant who, at the time of submission of a claim, meets the eligibility requirements for more than one category under the Medical Conditions List shall be entitled to receive the amount of compensation applicable only to the most highly compensated medical condition for which the Eligible Claimant qualifies, except that an Eligible Claimant who meets the eligibility requirements for Rupture and another medical condition is entitled to compensation for both the Rupture and the medical condition to be calculated in

accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement.

7.3. Compensation for More Serious Medical Conditions Developing After an Award of Compensation

Any Approved Current Primary Claimant or Approved Ongoing Primary Claimant who receives an award of compensation under this Agreement and who subsequently develops an additional Designated Medical Condition that is compensable hereunder shall be entitled, subject to the availability of funds and other provisions of this Agreement, to compensation as otherwise provided in this Agreement, in an amount equal to (1) the amount of compensation for the new medical condition (at the time the new claim is approved) less (2) the amount of compensation for the original condition.

7.4. Compensation for Multiple Implants

(i) It is recognized by the Plaintiffs and Dow Corning that some Settling Claimants have or had implanted in their bodies one or more Dow Corning Breast Implants and one or more Breast Implants that are not Dow Corning Breast Implants. In any case where an Approved Claimant has had implanted in her body a Dow Corning Breast Implant and one or more Breast Implants that are not Dow Corning Breast Implants, the compensation payable to the Approved Claimant shall be lower than the compensation paid to other Approved Claimants with only Dow Corning Breast Implants. The percentage of the decrease shall be based upon the ratio of the number of Dow Corning Breast Implants to the total number of all of the Approved Claimant's Breast Implants. (For illustrative purposes only, where an Approved Claimant had one Dow Corning Breast Implant and three Breast Implants other than Dow Corning Breast Implants, she would be entitled to receive 25% of the compensation that would be awarded to a similarly situated Approved Claimant with only Dow Corning Breast Implants.)

(ii) In any case where an Approved Claimant has had implanted in her body a Dow Corning Breast Implant and one or more Breast Implants that are not Dow Corning Breast Implants, the Approved Claimant may submit medical documentation to the Claims Administrator to modify the effect of the percentage-based calculation referred to in Subparagraph 7.4(i), above. In rendering its decision under this section, the Claims Administrator may consider:

- the length of time each respective Breast Implant was in place;
- the date of onset of various relevant symptoms; and
- the rupture of an implant, if any.

(iii) In any case where an Approved Claimant with multiple Breast Implants has received compensation from the MEC Settlement, the Baxter Settlement and/or the U.S. Settlement, the Approved Claimant's compensation pursuant to that settlement shall be considered by the Claims Administrator. In instances where the claims administrator of the MEC Settlement, the Baxter Settlement, or the U.S. Settlement modified the effect of the multiple implants percentage-based calculation pursuant to the MEC Settlement, the Baxter Settlement, or the U.S. Settlement, the Claims Administrator shall, if necessary, adjust the percentage calculated pursuant to Subparagraphs 7.4(i) and (ii), above, of this Exhibit D so that the Approved Claimant's percentages of compensation from the MEC Settlement, Baxter Settlement, the U.S. Settlement and this Settlement do not exceed a cumulative total of one hundred percent (100%). (For example, where an Approved Claimant has two Breast Implants, one of which is a Dow Corning Breast Implant and the other of which is an MEC or Baxter Breast Implant, she would normally have received fifty percent [50%] compensation under the MEC Settlement or the Baxter Settlement and would receive fifty percent [50%] compensation under this Agreement. However, if she was awarded seventy-five percent [75%] compensation in the MEC Settlement or the Baxter Settlement, such Approved Claimant would only receive twenty-five percent [25%] of her total compensation under this Agreement.)

8. REPORTS, NOTIFICATION AND PAYMENT

8.1. The Claims Administrator shall notify via registered mail Eligible Claimants as to (1) the approval or rejection of their claims under this Agreement, and (2) if applicable, their placement on the Compensation Schedule.

8.2. Subject to Paragraphs 1.1 and 1.2 of this Exhibit D, the Claims Administrator shall promptly make arrangements to pay Approved Expedited Primary Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties as expeditiously as possible and in the order in which the Expedited Primary Claims were received and deemed complete. Subject to the ongoing authority of the Ontario Court, all Approved Expedited Primary Claimants shall be paid in full before any Approved Current Claimants are paid.

8.3. Subject to Paragraphs 1.1, 1.2 and 1.3 of this Exhibit D, the Claims Administrator shall promptly make arrangements to pay Approved Current Primary Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties and Approved Ongoing Primary Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties. Should appeals filed pursuant to Section 9 of this Exhibit D, if any, not be decided promptly, the Claims Administrator may, after consultation with Settlement Class Counsel and with leave of the Ontario Court, make partial payment to Approved Current Primary Claimants and/or Approved Ongoing Primary Claimants who have not filed such appeals.

8.4. Schedule of Ongoing Primary Claim Allocations

Subject to Paragraph 1.4 of this Exhibit D, Ongoing Primary Claims will be paid out to Approved Ongoing Primary Claimants according to the following Ongoing Primary Claim Allocation Schedule:

(i) the "First Ongoing Primary Claim Allocation Period" shall commence the day after the Ongoing Registration Deadline and shall end forty-eight (48) months thereafter;

(ii) the Second Ongoing Primary Claim Allocation Period shall commence the day after the conclusion of the First Ongoing Allocation Period and shall end twenty-two (22) months thereafter; and

(iii) the conclusion of the Second Ongoing Primary Claim Allocation Period shall be the "Final Claim Deadline."

Ongoing Primary Claim payments will be made to Approved Ongoing Primary Claimants following the conclusion of each Ongoing Primary Claim Allocation Period. Whether an Approved Ongoing Primary Claimant receives payment of compensation following the conclusion of the First or the Second Ongoing Primary Claim Allocation Period shall be based upon whether the Approved Ongoing Primary Claimant submitted her Claim Form and Supporting Medical Documentation by the conclusion of the First Ongoing Primary Claim Allocation Period or by the Final Claim Deadline.

8.5. Subject to Paragraph 1.3 of this Exhibit D, the Claims Administrator shall promptly make arrangements to pay Approved Dow Corning Breast Implant Raw Materials Claimants and Approved Supplemental/Family Member Claimants as expeditiously as possible and in the order in which the claims were received and deemed complete (provided, however, that all the Supplemental/Family Member Claims relating to the same individual Primary Breast Implant Claim shall be considered together at the same time).

9. APPEAL OF CLAIMS

9.1. Procedure

A member of the Ontario Class shall be granted thirty (30) days from the date she receives notification pursuant to Paragraph 8.1 of this Exhibit D to appeal her placement on the Compensation Schedule or the rejection of her claim. Such appeal will be on the basis of written submissions, supported only by the documentation originally provided to the Claims Administrator. The appeals will be determined by the Ontario Court, except that the Claims Administrator will have the discretion to approve claims that it determines will be successful on appeal.

9.2. Final Decision

The judgment of the Ontario Court respecting any appeal from the Claims Administrator's decision is final and binding and shall not be subject to any further appeal or revision whatsoever.

10. DISPOSITION OF REMAINDER OF FUNDS AT THE CONCLUSION OF THE SECOND ONGOING ALLOCATION PERIOD

The Claims Administrator shall distribute among all Approved Current Primary Claimants and all Approved Ongoing Primary Claimants any funds remaining after the Final Claim Deadline on a *pro rata* basis or in such other equitable manner as may be approved by the Ontario Court.

EXHIBIT E

INSTRUCTIONS FOR SETTLING CLAIMANTS

I. GENERAL INSTRUCTIONS

This instruction package contains the following:

- Instructions for Settling Claimants
- Registration Form
- Claim Form
- Certificate of Solicitor
- Affidavit of Settlement Class Member
- Release of Dow Corning and the Released Parties

To avoid losing your rights, on or before the deadlines set forth below, you must submit the Forms, the Product Identification Documentation and the Supporting Documentation described in the Agreement and in these instructions.

It is your responsibility to complete or obtain the required documents and submit them to the Claims Administrator in time, otherwise, your claim will be rejected. Keep in mind that completing the documentation process takes time. Act now. **DO NOT WAIT UNTIL THE LAST FEW WEEKS BEFORE THE DEADLINES.**

These instructions summarize the provisions of the Agreement. In case of contradiction between these instructions and the Agreement, the Agreement shall govern. If you need assistance or advice regarding these instructions, the forms or anything else related to your claim, you may wish to retain legal counsel at your own expense. If you encounter any difficulties collecting any documentation, contact your legal counsel or, if you are an Ontario resident, the College of Physicians and Surgeons of Ontario.

Even if you do not currently have health problems you feel are related to your Dow Corning Breast Implant(s), you should nevertheless submit a Registration Form and Product Identification Documentation by _____ (the initial claim deadline) in order to remain eligible to submit a claim in the future. Even if you now submit a valid Current Claim, you are not precluded from submitting another claim before _____ (the Final Claim Deadline) if your condition worsens.

Remember to keep copies of everything you send to the Claims Administrator.

It would also be prudent to send in your documents Return Receipt Requested.

II. DEADLINES FOR REGISTERING

Whether or not you currently have health problems that you feel are related to your Dow Corning Breast Implant(s), to be considered eligible to receive benefits pursuant to the Agreement **YOU MUST SEND IN** to the Claims Administrator your:

(1) **Registration Form**, and
(2) **Product Identification Documentation**

BY THESE DEADLINES

(Initial Claim Deadline)_____
for an **Expedited Primary Claim**

(Initial Claim Deadline)_____
for compensation for a **Current Primary Claim**

(Ongoing Registration Deadline)_____
for compensation for an **Ongoing Primary Claim**

(Raw Materials Claim Deadline)_____
for compensation for a **Dow Corning Breast Implant Raw Materials Claim**

(Supplemental/Family Member Claim Deadline)_____
for compensation for a **Supplemental/Family Member Claim**

In light of these deadlines, it is strongly recommended that:

You immediately contact the doctor, hospital or clinic that performed the implantation of your Breast Implant(s) in order to obtain **Product Identification Documentation** establishing that you were implanted with Dow Corning Breast Implant(s) or Breast Implants containing Dow Corning Implant Raw Materials; and

Once you have obtained your **Product Identification Documentation**, you should immediately send it to the Claims Administrator with a completed and signed **Registration Form**.

If you do not send your completed **Registration Form** and **Product Identification Documentation** to the Claims Administrator, postmarked on or before

_____
(the Ongoing Registration Deadline)

you will be barred from ever receiving any benefits from the Settlement Agreement, and, if you are a member of the Ontario Class who has not opted out of the class action, you will be forever barred from instituting or continuing any action against Dow Corning and/or Dow Corning Corporation, Dow Corning Wright Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc. with respect to your or your family member's Dow Corning Breast Implant, or with respect to your Dow Corning Breast Implant Raw Materials.

III. IMPORTANT DEFINITIONS

To properly register and file your claim, you must be aware of the following definitions:

Age at Onset of Symptoms: Your "Age at Onset of Symptoms" is your age when, after the implantation of your Dow Corning Breast Implant(s), your first qualifying symptom, as listed in the Medical Conditions List, was documented in a medical record. (You must specify on your **Claim Form** the exact medical record and symptom on which you are relying as the basis for claiming your Age at Onset of Symptoms.) If you do not have a written medical record to that effect, your "Age at Onset of Symptoms" is your age as of the date you were examined by the licensed treating physician who renders your **"Statement of Disability,"** or, if such Statement of Disability is not available, as of the date your diagnosis was made by an appropriate "Licensed Medical Specialist."

Designated Medical Condition: To determine whether you have been diagnosed with or are suffering from a "Designated Medical Condition" consult the Medical Conditions List, which is attached as Exhibit A-2 to the Agreement.

> **NOTE:** If you currently meet the criteria for a **Designated Medical Condition**, it is recommended that you promptly send the Claims Administrator:
>
> (1) your completed **Registration Form,**
> (2) your **Product Identification Documentation,**
> (3) your completed **Claim Form** with the Designated Medical Condition option indicated with a checkmark,
> (4) all necessary **Supporting Documentation**, including
> - the requisite medical records,
> - your **Statement of Disability**, if applicable, and
> - your executed **Affidavit of Settling Claimant** or an executed **Certificate of Solicitor**
>
> and
> (5) your executed **Release of Dow Corning and the Released Parties**.

Licensed Medical Specialists: "Licensed Medical Specialists" are fellows of the Royal College of Physicians and Surgeons, Canadian board-certified specialists or certified specialists from another country, acceptable to the Claims Administrator, in an appropriate medical specialty, as determined by the Claims Administrator.

Medical Conditions List: Exhibit A-2 to the Agreement.

Product Identification Documentation for Primary Breast Implant Claims: To be deemed sufficient to establish that your breast implants are or were Dow Corning Breast Implants, your "Product Identification Documentation" **must** consist of:

(a) your hospital records or your implanting surgeon's report of your surgery specifying that you were implanted with Dow Corning Breast Implants;

(b) a certified copy of your medical records that contain the package label for the Dow Corning Breast Implants with which you were implanted; or

(c) if the Product Identification Documentation specified in paragraphs (a) or (b), above, is not available, a written statement signed by your implanting surgeon or by an authorized representative of the hospital or clinic where the implantation of your Dow Corning Breast Implants was performed, stating that you were implanted with Dow Corning Breast Implants.

Such statement cannot rest upon unacceptable and insufficient proof of product identification as outlined below. In addition, if you submit such a statement, you must also submit an **affidavit of your own** stating:

- the steps you took to obtain the Product Identification Documentation outlined in paragraphs (a) and (b), above; and

- the response, if any, to those steps.

(d) if you are unable to provide the **Product Identification Documentation** outlined in paragraphs (a), (b), or (c), above, you may submit to the Claims Administrator such other objective verification of the identification of the Dow Corning Breast Implants as may be acceptable to the Claims Administrator, subject to the approval of Settlement Class Counsel and Dow Corning, neither of whose approval shall be unreasonably withheld.

If you submit such other objective verification, you must also submit an a**ffidavit of your own** stating:

- the steps you took obtain the **Product Identification Documentation** outlined in paragraphs (a), (b), (c) and (d), above, and

- the responses, if any, to those steps.

Unacceptable and insufficient proof of product identification: You will **not** establish that your breast implants are or were Dow Corning Breast Implants, and your claim will be **rejected**, if you fail to submit the required **Product Identification Documentation** described above and instead submit the following unacceptable and insufficient proof of product identification:

- statements from medical personnel describing their typical or general practices concerning implant usage during a given time period, or

- a statement from your or a relative or friend of yours that seeks to identify Dow Corning as the manufacturer of your implant or a Dow Corning brand as the brand of your implant based upon recollection.

Product Identification Documentation for Dow Corning Breast Implant Raw Materials Claims: To be deemed sufficient to establish that your Breast Implants contain Dow Corning Breast Implant Raw Materials, your "Product Identification Documentation" **must** consist of Product Identification Documentation identical to that required for Primary Breast Implant Claimants in all respects except that such documentation shall identify the manufacturer as Bristol, Baxter, Bioplasty, Cox-Uphoff, and your medical records must show that your Breast Implant was implanted after January 1, 1976 and before January 1, 1992.

Product Identification Documentation for Supplemental/Family Member Claims: To be deemed sufficient to establish that the Breast Implant(s) of the Primary Breast Implant Claimant to whom the Supplemental/Family Member Claimant has one of the relationships listed in Section 61 of the Family Law Act, R.S.O. 1990 c. F.3 are or were Dow Corning Breast Implants, and that the Supplemental/Family Member actually has the required relationship to such Dow Corning Breast Implant Recipient, "Product Identification Documentation" shall consist of:

(i) Product Identification Documentation as applicable to the Primary Breast Implant Claimant to whom you are related; and

(ii) birth certificates, marriage licenses, or court orders that evidence the requisite relationship of the Supplemental/Family Member Claimant to the Primary Breast Implant Claimant.

Statement of Disability: To show that you have been diagnosed with or are suffering from certain Designated Medical Conditions, you must submit a "Statement of Disability" from the licensed treating physician who performed your disability examination and evaluation.

Supporting Documentation: "Supporting Documentation" shall consist of:

(a) for **Rupture**:

- appropriate medical records, including operative reports or pathology reports, demonstrating that one or more of your Dow Corning Breast Implants has ruptured; and

- an executed **Affidavit of Settling Claimant** or an executed **Certificate of Solicitor**.

(b) for other **Designated Medical Conditions**:

- a clinical diagnosis from an appropriate Licensed Medical Specialist in an appropriate medical specialty, together with the examination reports and test results on which the diagnosis is based, which will enable your claim to be placed within a category on the Medical Conditions List;

- where applicable pursuant to the Medical Conditions List, a **Statement of Disability** from the licensed treating physician who performed your disability examination and evaluation;

- medical records contemporaneous with your **Age at Onset of Symptoms**; and

- an executed **Affidavit of Settling Claimant** or an executed **Certificate of Solicitor**.

IV. TO MAKE AN EXPEDITED PRIMARY CLAIM

To register for and make an Expedited Primary Claim for payment of CND $1,800.00, you must submit to the Claims Administrator:

(1) your **Registration Form**,
(2) your **Product Identification Documentation**,
(3) your **Claim Form** with the Expedited Primary Claim option checked, and
(4) your **Release of Dow Corning and the Released Parties**

postmarked on or before _____ (the Initial Claim Deadline).

If your claim for an Expedited Settlement Claim payment is approved, you will receive a payment of CND $1,800.00 before any Current Primary or Ongoing Primary Claims are paid.

V. TO MAKE A PRIMARY CLAIM

To register for and make a Current Primary Claim for a Designated Medical Condition, you must submit to the Claims Administrator:

(1) your **Registration Form**,
(2) your **Product Identification Documentation**,
(3) your **Claim Form** with the Designated Medical Condition option checked,
(4) your S**upporting Documentation**, including
- the requisite medical records,
- your **Statement of Disability**, if applicable, and
- your executed **Affidavit of Settlement Class Member** or an executed **Certificate of Solicitor**,

and
(5) your **Release of Dow Corning and the Released Parties**

postmarked on or before _____ (the Initial Claim Deadline).

If your Current Primary Claim is approved, you will receive compensation before any Ongoing Primary Claims are paid.

NOTE: Once you have obtained your **Product Identification Documentation**, you should promptly complete the **Registration Form** and send it to the Claims Administrator with the **Product Identification Documentation** without delay. The **Claim Form** and **Supporting Medical Documentation** may be sent subsequently, but not later than

_____ (the Initial Claim Deadline)

which is the last date to submit a Primary Claim. Any valid claim submitted after that date but before _____ (the Final Claim Deadline) will be treated as an Ongoing Primary Claim and will be paid after Current Primary Claims are paid.

VI. TO MAKE AN ONGOING PRIMARY CLAIM

To register for and make an Ongoing Primary Claim for a Designated Medical Condition, you must submit to the Claims Administrator:

(1) your **Registration Form**, and
(2) your **Product Identification Documentation**

postmarked on or before _____ (the Ongoing Registration Deadline).

THEN you must submit to the Claims Administrator

(3) your **Claim Form** with the Designated Medical Condition option checked,
(4) your **Supporting Documentation**, including
- the requisite medical records,
- your **Statement of Disability**, if applicable, and
- your executed **Affidavit of Settlement Class Member** or an executed **Certificate of Solicitor**

and
(5) your **Release of Dow Corning and the Released Parties**

postmarked on or before _____ (the Final Claim Deadline).

If your Ongoing Primary Claim is approved, you will receive payment of compensation after _____ (the conclusion of the First Ongoing Allocation Period) or after _____ (the Final Claim Deadline), depending on whether you submitted your Claim Form and Supporting Medical Documentation by _____ (the conclusion of the First Ongoing Allocation Period) or by _____ (the Final Claim Deadline).

VII. TO MAKE A DOW CORNING BREAST IMPLANT RAW MATERIALS CLAIM

To register for and make a Dow Corning Breast Implant Raw Materials Claim, you must submit to the Claims Administrator:

(1) your **Registration Form**,
(2) your **Product Identification Documentation**,
(3) your **Claim Form** with the Dow Corning Breast Implant Raw Materials Claim option checked,
(4) your executed **Affidavit of Settling Claimant**,
and

(5) your **Release of Dow Corning and the Released Parties**

postmarked on or before _____ (the Dow Corning Breast Implant Raw Materials Claim Deadline).

If your Dow Corning Breast Implant Raw Materials Claim is approved, you will receive compensation after Expedited Primary Claims have been paid.

VIII. TO MAKE A SUPPLEMENTAL/FAMILY MEMBER CLAIM

To register for and make a Supplemental/Family Member Claim, you must submit to the Claims Administrator:

(1) your **Registration Form**,
(2) your **Claim Form** with the Supplemental/Family Member option checked,
(3) your **Product Identification Documentation**, and
(4) your **Release of Dow Corning and the Released Parties**

postmarked on or before _____ (the Supplemental/Family Member Claim Deadline).

If your Supplemental/Family Member Claim is approved, you will receive compensation after the Expedited Primary Claims have been paid.

ALL REQUIRED FORMS AND DOCUMENTATION
MUST BE SUBMITTED
BY THE ABOVE-LISTED DEADLINES
TO THE CLAIMS ADMINISTRATOR AT:

P.O. Box _____
Toronto, Ontario

In no event will claims submitted after
_____ (the Final Claim Deadline) be considered.

EXHIBIT F

PREAMBLE TO
EXHIBITS F-1, F-2, F-3, F-4, AND F-5

The forms set forth herein for registering, making a claim and releasing Dow Corning Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and, for each of the aforementioned, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns, and the "Settling Insurers" as that term is defined in the Confirmed Plan of Reorganization, as identified, described and/or referenced in, among other provisions, Sections 1 and 7 of the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement were prepared by Settlement Class Counsel. The forms set forth herein will be filled out by Settling Claimants, or others, as indicated in the forms and in Exhibit D. The procedures for filing the forms and making claims are subject, where applicable, to the ongoing authority and supervision of the Ontario Court. These forms do not and are not intended to impose any responsibilities or obligations on the Defendants and/or the Released Parties.

EXHIBIT F-1

REGISTRATION FORM

DOW CORNING/ONTARIO
BREAST IMPLANT LITIGATION SETTLEMENT

You must complete all pages of this Registration Form.
Attach additional pages if space is insufficient.
Please type or print legibly in ink.

THE INFORMATION PROVIDED IN THIS FORM WILL REMAIN CONFIDENTIAL EXCEPT AS PROVIDED IN THE DOW CORNING/ONTARIO BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

Please mail this form to the CLAIMS ADMINISTRATOR at:

P. O. Box _____
London, Ontario
_____

on or before _____ (the Initial Claim Deadline)

Refer to the Instructions for Settling Claimants for instructions regarding the attachment of the necessary Product Identification Documentation.

If you fail to complete, sign and send this Registration Form to the Claims Administrator postmarked by these dates, you will be barred completely and forever from receiving compensation pursuant to the Agreement.

IDENTIFICATION TO CLAIMANT TO BE REGISTERED FOR SETTLEMENT BENEFITS

Maiden Name	First Name Middle Name Initial	Last Name
Current Address	City Province	Postal Code
Telephone Number	Date of Birth	Date of Death (if deceased)
Social Insurance Number	Health Card Number	

IF YOUR ADDRESS CHANGES, INFORM THE CLAIMS ADMINISTRATOR IN WRITING.

1.	Do you have a lawyer representing you in connection with a breast implant claim?	
	☐	No.
	☐	Yes. If yes, please provide the lawyer's name, address and telephone number:
2(a)	Did you file a Proof of Claim with the U.S. Bankruptcy Court regarding the reorganization of Dow Corning Corporation?	
	☐	Yes. If yes, the province or state specified as your residence was _____.
	☐	No. If no, did you reside in Canada on August 1, 1998?
		☐ Yes. If yes, the province you resided in was _____.
		☐ No.
2(b)	Did you reside in Ontario on February 18, 1993?	
	☐	Yes.
	☐	No.
	For persons in the Ontario Class, be advised that the deadline for opting out of the Ontario Class passed on November 17, 1994. If you opted out of the Ontario Class by that deadline, and now wish to opt back in to the Ontario Class so as to become a Settling Claimant you may do so by filing this form in a timely manner.	

3.	Please indicate the Date and Place your Dow Corning Breast Implant(s) (as defined in the Information Package) was (were) implanted, and (if known) the name and/or model of your Dow Corning Breast Implant(s), list both silicone and saline implants:		
	Date	City, Province, Country	Name/Model
	Date	City, Province, Country	Name/Model
	Date	City, Province, Country	Name/Model
	Date	City, Province, Country	Name/Model
4.	Please indicate the Date and Place your breast implant(s) other than your Dow Corning Breast Implant(s) was (were) implanted and (if known) the name, model and/or manufacturer of that (those) implant(s):		
	Date	City, Province, Country	Name/Model/Manufacturer of Implant
	Date	City, Province, Country	Name/Model/Manufacturer of Implant

5(a).	Have you registered for compensation from the MEC Settlement (Power, et al. v. Bristol-Myers Squibb Co., et al., No. 500-06-000004-917, Superior Court for the District of Montreal, Quebec, or Serwaczek v. Medical Engineering Corp., et al., No. 176929/94, Ontario Court [General Division])?		
	☐	No.	
	☐	Yes. If yes, have you received or been approved to receive compensation from that settlement?	
		☐	No.
		☐	Yes.

5(b).	Have you registered for compensation from the Baxter Settlement (Pelletier and Lamontagne v. Baxter Healthcare Corp. and Baxter Int'l Inc., No. 500-06-000005-955, Superior Court for the District of Montreal, Quebec, or Jones and Furneaux v. Baxter Healthcare Corp. and Baxter Int'l. Inc., No. 18169/94, Ontario Court [General Division])?		
		No.	
		Yes. If yes, have you received or been approved to receive compensation from that settlement?	
			No.
			Yes.
5(c)	Have you registered for compensation from the U.S. Settlement (In re: Silicone Gel Breast Implants Products Liability Litigation MDL926, Master File No. CV-92-P-100000-5)?		
		No.	
		Yes. If yes, have you received or been approved to receive compensation from that settlement?	
			No.
			Yes.
6.	If you have not received implants but wish to make a Supplemental/Family Law Claim, please provide the name, address, telephone number, social insurance number and health card number of the recipient of breast implants who is your relative and who is registering for benefits under the Dow Corning/Ontario Agreement.		
	Maiden Name	First Name Middle Name/Initial	Last Name
	Current Address	City Province	Postal Code
	Telephone Number	Date of Birth	Date of Death (if deceased)
	Social Insurance Number	Health Card Number	

IDENTIFICATION OF PERSON SIGNING THIS REGISTRATION FORM (CHECK ONLY ONE):	
7(a).	I am the above-identified breast implant recipient or family member of a Dow Corning Breast Implant Recipient. I am signing this Registration Form to register myself for benefits under the Dow Corning/Ontario Breast Implant Litigation Settlement. **With this Registration Form, I have included <u>Product Identification Documentation</u>.**
7(b).	I am the guardian, custodian, executor, administrator or court-appointed representative of the above-identified breast implant recipient (or her estate). I am signing this Registration Form to register her (or her estate) for benefits under the Dow Corning/Ontario Breast Implant Litigation Settlement. **With this Registration Form, I have included a copy of court order or other official document appointing me as her representative and <u>Product Identification Documentation</u>.**
	REPRESENTATIVE INFORMATION: **(This Section is to be completed only by the person who checked box 7(b).)** Name: Title: Mailing Address: Telephone Number:
I declare under penalty of perjury that the information on this Registration Form is true, correct and complete to the best of my knowledge, information and belief.	
Date Signed	**Signature** **(Implant Recipient or Personal Representative)**

EXHIBIT F-2

CLAIM FORM

DOW CORNING/ONTARIO
BREAST IMPLANT LITIGATION SETTLEMENT

(If you are submitting a claim, you must also submit or have submitted a separate Registration Form.)
You must complete all pages of this Claim Form.

Attach additional pages if space is insufficient.
Please type or print legibly in ink.

THE INFORMATION PROVIDED IN THIS FORM WILL REMAIN CONFIDENTIAL EXCEPT AS PROVIDED IN THE QUEBEC/ONTARIO DOW CORNING BREAST IMPLANT LITIGATION SETTLEMENT

Please mail this form to the CLAIMS ADMINISTRATOR at:

P.O. Box _____
London, Ontario
_____

Refer to the Instructions for Settling Claimants for instructions regarding the attachment of the Supporting Documentation that is required if you choose to be compensated for a Designated Medical Condition.

To preserve eligibility for benefits under the Agreement, this Claim Form must be completed, signed and sent to the Claims Administrator postmarked no later than

(a) _____ **to be eligible for an expedited Payment of CDN $1,800.00,**
(b) _____ **to be eligible for compensation for a Designated Medical Condition as a Current Primary Claimant,**
(c) _____ **to be eligible for compensation for a Designated Medical Condition as an Ongoing Primary Claimant,**
(d) _____ **to be eligible for compensation as a Dow Corning Breast Implant Raw Materials Claimant, or**
(e) _____ **to be eligible for compensation as a Supplemental/Family Member Claimant.**

If you fail to complete, sign and send this Claim Form to the Claims Administrator postmarked by these dates, you will be barred completely and forever from receiving compensation pursuant to the Agreement.

IDENTIFICATION OF CLAIMANT MAKING A CLAIM FOR SETTLEMENT BENEFITS

Maiden Name	First Name Middle Name/Initial	Last Name

Current Address	City Province	Postal Code

Telephone Number	Date of Birth	Date of Death (if deceased)

Social Insurance Number	Health Card Number

IF YOUR ADDRESS CHANGES, INFORM THE CLAIMS ADMINISTRATOR IN WRITING.

	Do you have a lawyer representing you in connection with a breast implant claim?	
		No.
		Yes. If yes, please provide the lawyer's name, address and telephone number:

TO RECEIVE BENEFITS UNDER THE AGREEMENT, YOU MUST CHOOSE ONE OF THE FOLLOWING OPTIONS:

1.	**EXPEDITED PRIMARY CLAIM:** If you are the recipient of a Dow Corning Breast Implant, do you wish to receive an Expedited Settlement Claim payment of CDN $1,800.00, which will be paid before any other claims, instead of making a claim for compensation for a Designated Medical Condition?	
		No.
		Yes.

2.	**DESIGNATED MEDICAL CONDITION:** If you are a recipient of a Dow Corning Breast Implant, do you wish to make a claim for compensation for one or more Designated Medical Conditions? If so, what are the Designated Medical Conditions (as defined in the Settlement Agreement) for which you are making a claim? (Please refer to Exhibit A-2 and your medical records or the diagnosis of your Licensed Medical Specialist.) (Check **all** that apply.)				
		Sclerosis/Scleroderma			
		Systemic Lupus Erythematosus			
		Atypical Neurological Disease Syndrome			
		Mixed Connective Tissue Disease/Overlap Syndrome			
		Polymyositis			
		Dermatomyositis			
		Primary Sjogren's Syndrome			
		Atypical Connective Tissue Disease			
		Atypical Rheumatic Syndrome			
		Nonspecific Autoimmune Condition			
		If you checked one of the above Designated Medical Conditions, please specify:			
		(i) the level of severity or disability (as defined in the Agreement) you are claiming (refer to your Statement of Disability):			
		A	B	C	D (for Sclerosis/Scleroderma/Lupus only)
		(ii) your age when the first qualifying symptom(s) for this medical condition appeared:			
		(iii) the first qualifying symptom(s):			
		(iv) the medical record in which the first qualifying symptom(s) is (are) documented:			
		Rupture			
		Explantation			

3.	**RAW MATERIALS:** If you are a recipient of a breast implant other than a Dow Corning Breast Implant, do you wish to make a claim for compensation as a Dow Corning Breast Implant Raw Materials Claimant?	
		No.
		Yes.
4.	**SUPPLEMENTAL/FAMILY MEMBER CLAIM:** If you are not a recipient of a breast implant but are related to a recipient of a Dow Corning Breast Implant Recipient, do you wish to make a claim for compensation as a Supplemental/Family Member Claimant?	
		No.
		Yes.
		If yes, what is the name of the Dow Corning Breast Implant Recipient to whom you are related?
		What is your relationship to that Dow Corning Breast Implant Recipient?
		What type of claim for compensation is that Dow Corning Breast Implant Recipient making pursuant to the Dow Corning/Ontario Agreement?

IDENTIFICATION OF PERSON SIGNING THIS CLAIM FORM (CHECK ONLY ONE):

5(a).	I am the above-identified breast implant recipient or family member. I am signing this Claim Form to make a claim for benefits under the Dow Corning/Ontario Breast Implant Litigation Settlement. With this Claim Form, if I am making a claim for compensation for a Designated Medical Condition, I have also included Supporting Documentation. With the Registration Form or with this Claim Form, if I am making a claim for compensation of a Dow Corning Breast Implant Raw Materials Claim, I have also included a properly executed Affidavit of Settling Claimant or Certificate of Solicitor. With the Registration Form or with this Claim Form, if I am making a claim for compensation of a Supplemental/Family Member Claim, I have also included the required documentation evidencing my relationship to a Dow Corning Breast Implant Recipient.
5(b).	I am the guardian, custodian, executor, administrator or court-appointed representative of the above-identified breast implant recipient (or her estate). I am signing this Claim Form to make a claim on her behalf (or on behalf of her estate) for benefits under the Dow Corning/Ontario Breast Implant Litigation Settlement. **With this Claim Form, if I am making a claim for compensation for a Designated Medical Condition, I have also included Supporting Documentation. With the Registration Form or with this Claim Form, if I am making a claim for compensation of a Dow Corning Breast Implant Raw Materials Claim, I have also included a properly executed Affidavit of Settling Claimant or Certificate of Solicitor.**
	REPRESENTATIVE INFORMATION: **(This Section is to be completed only by the person who checked box 5(b).)** Name: Title: Mailing Address: Telephone Number:

I declare under penalty of perjury that the information on this form is true, correct and complete to the best of my knowledge, information and belief.

Date Signed	**Signature** **(Implant Recipient or Personal Representative)**

EXHIBIT F-3

C A N A D A

PROVINCE OF ONTARIO

In re: Silicone Gel Breast Implants
Products Liability Class Action
Litigation in Ontario

BETWEEN

DEBORAH BENDALL and
WENDY NORMAN

Plaintiffs,

And

MCGHAN MEDICAL CORPORATION and DOW CORNING CANADA, INC. and DOW CORNING CORPORATION

Defendants.

PROVINCE OF ONTARIO
Ontario Court
(General Division)
London, Ontario
Court File No.: 14219/93
Honourable Mr. Justice Warren K. Winkler

CERTIFICATE OF SOLICITOR

I, _____, being a solicitor licensed to practice in the Province of _____, CERTIFY that I have explained to the Settling Claimant, _____, the necessity of making full disclosure of all breast implant surgeries, information relating to the identity(ies) of her breast implant(s), information relating to any medical condition(s) allegedly related to her breast implant(s), and the penalties that may result if such information is not revealed to the Courts. I have also explained to the Settling Claimant that the Medical Direction attached to this Certificate as Exhibit A will be forwarded to the Claims Administrator in order to allow the Claims Administrator to verify information provided.

Date:_____

_____
Solicitor's Signature

Solicitor's Address (*Please type or print*):

_____
Solicitor's Name (*Please type or print*)

Exhibit A to the Certificate of Solicitor

_____
Solicitor's Name (*Please type or print*)

Dated:_____, 199___

MEDICAL DIRECTION

RE: _____ _____
Name of Settlement Class Member (*please type or print*) Date of Birth

_____ _____
Social Insurance Number Health Card Number

TO WHOM IT MAY CONCERN:

You are hereby authorized and directed to release to the Claims Administrator of the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement any medical information or records which you may have concerning (1) the identity(ies) of the manufacturer(s) of my breast implant(s), (2) (all) my breast implant surgery(ies), (3) any and all injuries, illnesses, and other medical problems allegedly related to my breast implant(s), and (4) any and all injuries, illnesses, and other medical problems that predated the implantation of my breast implant(s). For such release, this shall be your good and sufficient authority.

Dated at City of _____, Province of _____, this _____ day of _____, 199___.

_____ _____
Witness Settling Claimant

EXHIBIT F-4

C A N A D A

PROVINCE OF ONTARIO

In re: Silicone Gel Breast Implants
Products Liability Class Action
Litigation in Ontario

BETWEEN

DEBORAH BENDALL and
WENDY NORMAN

Plaintiffs,

And

MCGHAN MEDICAL CORPORATION and DOW CORNING CANADA, INC. and DOW CORNING CORPORATION

Defendants.

PROVINCE OF ONTARIO
Ontario Court
(General Division)
London, Ontario
Court File No.: 14219/93
Honourable Mr. Justice Warren K. Winkler

AFFIDAVIT OF SETTLING CLAIMANT

Settling Claimant (*Please type or print*)

I, _____, of the City of _____, in the Province of _____, make oath and say as follows:

1. I have agreed to participate in the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement and am asserting a _____ (type of claim) thereunder.

2. All the information contained in the Registration Form and the Claim Form that I have submitted to the Claims Administrator is true, and to the best of my knowledge and belief I am eligible to participate in the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement.

3. If I am making a Primary Breast Implant Claim or a Dow Corning Breast Implant Raw Materials Claim, I have executed a Medical Direction (attached as Exhibit A to this Affidavit) to enable the Claims Administrator, should he/she determine that it is necessary, to review the relevant medical records to confirm the identity(ies) of the manufacturer(s) of my breast implant(s); to obtain information regarding (all) my breast implant surgery(ies); to obtain information regarding any and all injuries, illnesses and other medical problems allegedly related to my breast implant(s); and to obtain information regarding any and all injuries, illnesses and other medical problems that predated the implantation of my breast implant(s).

4. If I am making a Supplemental/Family Member Claim, to the best of my knowledge and belief, the Primary Breast Implant Claimant to whom I am related has executed a Medical Direction and an Affidavit of Settling Claimant.

5. I make this affidavit, and, if I am making a Primary Breast Implant Claim or a Dow Corning Breast Implant Raw Materials Claim, execute the Medical Direction, in order to provide the Claims Administrator of the Dow Corning/Ontario Breast Implant Litigation Agreement with a complete record to enable him/her to properly review my claim and calculate the compensation, if any, to which I may be entitled under the Settlement Agreement.

_____

Settling Claimant

SWORN BEFORE ME

At the City of _____

In the Province of _____

This _____ day of _____

A.D. 199___

_____ A Commissioner, etc.

Exhibit A to the Affidavit of

_____

Settling Claimant (*Please type or print*)

Dated:_____, 199___

MEDICAL DIRECTION

RE: _____ _____

Name of Settling Claimant(*please type or print*) Date of Birth

_____ _____

Social Insurance Number Health Card Number

TO WHOM IT MAY CONCERN:

You are hereby authorized and directed to release to the Claims Administrator of the Dow Corning/Ontario Breast Implant Litigation Settlement Agreement any medical information or records which you may have concerning (1) the identity(ies) of the manufacturer(s) of my breast implant(s), (2) (all) my breast implant surgery(ies), (3) any and all injuries, illnesses, and other medical problems allegedly related to my breast implant(s), and (4) any and all injuries, illnesses, and other medical problems that predated implantation of my breast implant(s). For such release, this shall be your good and sufficient authority.

Dated at City of _____, Province of _____, this _____ day of _____, 199___.

_____ _____

Witness Settling Claimant

EXHIBIT F-5

RELEASE OF DOW CORNING AND THE RELEASED PARTIES

By _____
Settling Claimant (*Please type or print*)

This release is executed by or on behalf of _____, who is a Settling Claimant as that term is defined in the "Dow Corning/Ontario Breast Implant Litigation Settlement Agreement," dated November 6, 1998 (which agreement is referred to herein as the "Agreement").

WHEREAS, the Settling Claimant named above is a recipient of at least one Dow Corning Breast Implant or at least one Breast Implant that is not a Dow Corning Breast Implant but that contains Dow Corning Breast Implant Raw Materials, or has a relationship to a Settling Claimant who is a Dow Corning Breast Implant Recipient that is one of the relationships listed in Section 61 of the Family Law Act, R.S.O. 1990 c.F.3, as those terms are defined in the Agreement;

WHEREAS, the Settling Claimant alleges that she has suffered injury or harm caused by or related to her Dow Corning Breast Implant, her Dow Corning Breast Implant Raw Materials or her or his family member's Dow Corning Breast Implant;

WHEREAS, the Ontario Class Action, as that term is defined in the Agreement, was filed against, among other defendants, Dow Corning Corporation and Dow Corning Canada, Inc. (collectively referred to herein as "Dow Corning");

WHEREAS, the representative plaintiff in the Ontario Class Action entered into the Agreement with Dow Corning regarding the compensation of the settling members of the Ontario Class and the cessation of the Ontario Class Action;

WHEREAS, the Ontario Court and the U.S. Bankruptcy Court, both as defined in the Agreement, issued orders approving the Agreement;

WHEREAS, the Agreement has become effective by its terms; and

WHEREAS, Paragraph 6.2 of the Agreement requires an Approved Claimant to execute a release confirming the release of Dow Corning and Released Parties from certain claims before receiving benefits pursuant to the Agreement;

NOW THEREFORE, as consideration for the benefits she receives as a result of the Agreement, the Settling Claimant releases Dow Corning and the Released Parties as follows:

RELEASE

I. DEFINITIONS

As used in this Release, including the preceding recitals, initially capitalized terms not defined in this Release shall have the meanings set forth in the Agreement. Where the context so indicates or requires, each defined term stated in the singular includes the plural, and each defined term stated in the plural includes the singular. Where the context so indicates or requires, feminine pronouns and female references include the masculine, and masculine pronouns and references include the feminine.

II. EXCLUSIVE REMEDY

The Settling Claimant acknowledges that the Agreement provides her sole and exclusive remedy for any claims arising out of or related to one or more Dow Corning Breast Implants or Dow Corning Breast Implant Raw Materials that she has brought or might have brought in the past, present or future against Dow Corning and/or the Released Parties.

III. NO INVOLVEMENT BY DOW CORNING

The Settling Claimant acknowledges that Dow Corning shall not have any involvement in the apportionment of the Settlement Amount as between the Settling Claimant and other Settling Claimants, nor any involvement in or responsibility for the actual disbursement of any sum to the Settling Claimant.

IV. WAIVER, RELEASE AND DISCHARGE

By virtue of the valuable consideration referred to in the Agreement, including, but not limited to, the payment of the Settlement Amount by Dow Corning, the Settling Claimant's share of the Settlement Amount (if any) as determined by the Claims Administrator, and as reflected herein, every claim arising out of or related to one or more Dow Corning Breast Implants or Dow Corning Breast Implant Raw Materials that the Settling Claimant had, has or may have in the future, on the effective date of the Agreement was and is now conclusively compromised, settled, released and discharged, and as of the effective date of the Agreement the Settling Claimant forever releases and discharges Dow Corning Corporation, Dow Corning Wright

Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and, for each of the aforementioned, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns, and the "Settling Insurers," as that term is defined in the Confirmed Plan of Reorganization, from any past, present and future claims, actions, demands and liabilities of any nature whatsoever relating to Breast Implants and/or their component raw materials.

V. WARRANTIES

The Settling Claimant warrants that she:

A. has received or has had the opportunity to receive independent legal advice as to the nature, effect and extent of both the Agreement and this Release;

B. has not been made any payment, promise, representation or inducement by Dow Corning or any person acting on its behalf other than as set out in the Agreement and this Release; and

C. has provided true and correct information in her Registration Form, Claim Form, Affidavit of Settling Claimant and related claims documents.

VI. NO ADMISSION

Both this Release and the Agreement to which it relates are a result of a compromise of a disputed claim and shall never at any time for any purpose be considered as an admission of liability or responsibility of Dow Corning and/or the Released Parties for any claims arising out of or related to Breast Implants and/or their component raw materials.

VII. USE OF THIS RELEASE

This Release may be pleaded as a full and complete defense by Dow Corning and/or the Released Parties to any action, suit or proceeding initiated or pursued by or connected to the Settling Claimant or on her behalf in connection with any claim arising out of or related to Breast Implants and/or their component raw materials and the Agreement.

VIII. EXECUTION

This Release will be executed by the Settling Claimant and delivered to the Claims Administrator who shall deliver it to Dow Corning pursuant to the provisions of Subparagraph __.__(__) of the Agreement.

IN WITNESS WHEREOF, this Release consisting of four (4) pages has been executed by the Settling Claimant or her duly authorized representative as of the date set forth below.

Signed Under Seal

Dated:_____ By (Signature):_____

Witnessed By:_____ (Please print) Name:_____
(Signature)

Address:_____

(Please print) Name:_____

_____

_____

EXHIBIT G-1

ONTARIO COURT'S APPROVAL ORDER

ONTARIO COURT (GENERAL DIVISION)

Court File No: 14219/93
(London)

The Hon. Mr. Justice _____ (_____ day, the ___ day of

(
(November, 1998

B E T W E E N :

DEBORAH BENDALL
and WENDY NORMAN

Plaintiffs

- and -

McGHAN MEDICAL CORPORATION
and DOW CORNING CANADA, INC.
and DOW CORNING CORPORATION

Defendants

Proceeding under *Class Proceedings Act,* 1992

O R D E R

THIS MOTION made by the representative plaintiff Wendy Norman for an Order that the settlement of this action as against the defendants Dow Corning Corporation and Dow Corning Canada, Inc. (the "Settling Defendants") be approved and that _____

_____ be appointed as Claims Administrator and _____ be appointed as the Claims Facility, was heard this day.

ON READING the materials filed and on hearing the submissions of counsel for the representative plaintiff and counsel for the Settling Defendants:

1. **THIS COURT DECLARES** that the Agreement with its attached Exhibits, annexed hereto and marked as Exhibit "A" to this Order ("the Agreement"), is fair, reasonable and in the best interests of the members of the Ontario Class;

2. **THIS COURT ORDERS** that the Agreement is approved pursuant to s. 29 of the *Class Proceedings Act*, 1992;

3. **THIS COURT ORDERS** that the representative plaintiff, all members of the Ontario Class and the Settling Defendants comply with the terms of the Agreement;

4. **THIS COURT DECLARES** that the Agreement is binding upon the representative plaintiff, all members of the Ontario Class and the Settling Defendants;

5. **THIS COURT ORDERS** that the members of the Ontario Class who have not opted out of the class by following the procedure set out in the Order of Mr. Justice Montgomery dated October 22, 1993, and those class members who did opt out but elect to opt back into the class pursuant to the Agreement, shall be bound by the Agreement, the releases contained therein and this Order of Approval;

6. **THIS COURT ORDERS** that a notice of this Court's approval be published in accordance with s. 3 of the Agreement and Exhibits B-2 and C to the Agreement;

7. **THIS COURT ORDERS** that _____ be appointed as Claims Administrator and _____ be appointed as the Claims Facility in accordance with s. 7.3 of the Agreement.

_____

Date: November ___, 1998

EXHIBIT G-2

DISMISSAL OF THE ONTARIO CLASS ACTION

ONTARIO COURT (GENERAL DIVISION)

Court File No: 14219/93
(London)

The Hon. Mr. Justice _____ (_____ day, the ____ day of
(
(_____, 19___

B E T W E E N :

DEBORAH BENDALL
and WENDY NORMAN

Plaintiffs

- and -

McGHAN MEDICAL CORPORATION
and DOW CORNING CANADA, INC.
and DOW CORNING CORPORATION

Defendants

Proceeding under *Class Proceedings Act,* 1992

O R D E R

UPON MOTION being made this day for an Order dismissing the action as against the Defendants Dow Corning Corporation and Dow Corning Canada, Inc. with prejudice and without costs;

AND UPON BEING ADVISED by counsel for the parties that the Effective Date Of The Settlement Agreement approved by Mr. Justice Winkler on _____ occurred on _____;

AND UPON READING the Consent of the parties hereto, by their solicitors, filed: _____;

1. **IT IS ORDERED** that this action be, and the same is, hereby dismissed with prejudice and without costs to any party.

_____

Date:_____

EXHIBIT G-3

DISCONTINUANCE OF
THE DOW CHEMICAL ONTARIO
CLASS ACTION

ONTARIO COURT (GENERAL DIVISION)

Court File No: 20582/95
(London)

B E T W E E N :

WENDY NORMAN

Plaintiff

- and -

THE DOW CHEMICAL COMPANY

Defendant

Proceeding under *Class Proceedings Act,* 1992

NOTICE OF DISCONTINUANCE

WHEREAS by approving the "Dow Corning/Ontario Breast Implant Litigation Settlement Agreement" in Wendy Norman v. McGhan Medical Corporation, Dow Corning Canada, Inc., and Dow Corning Corporation, Court File No. 14219/93 (the "Agreement") by Order dated _____, Mr. Justice Winkler approved the discontinuance of this action as of the effective date of that Agreement;

AND WHEREAS the effective date of that Agreement as defined in the Agreement occurred on _____;

THE PLAINTIFF hereby discontinues this action with prejudice and without costs.

Dated: _____

SISKIND, CROMARTY, IVEY & DOWLER
680 Waterloo Street
London, Ontario
N6A 3V8

Michael A. Eizenga
Tel: (519) 672-2121
Fax: (519) 672-3093
LSUC No: _____
Solicitors for the Plaintiff

TO:

LERNER & ASSOCIATES
P.O. Box 2355, 80 Dufferin Avenue
London, Ontario
N6A 4G4

Ian F. Leach
Tel: (519) 672-4131
Fax: (519) 672-9192
LSUC No: 31459K 1D 314958 AF98
Solicitors for the Defendant

NOTE: If there is a counterclaim, the defendant should consider rule 23.02, under which the counterclaim may be deemed to be discontinued.

NOTE: If there is a crossclaim or third party claim, the defendant should consider rule 23.03, under which the crossclaim or third party claim may be deemed to be dismissed.