C A N A D A
PROVINCE OF QUEBEC

In re: Silicone Gel Breast Implants
Products Liability Class Action
Litigation in Quebec
This Agreement Relates to Class Action

Authorized in the
Following Matter:

MANON DOYER,

Petitioner,

v.

DOW CORNING CORPORATION and
DOW CORNING CANADA, INC.,

Respondents.

PROVINCE OF QUEBEC
Superior Court
District of Montreal
(Class Action)
No. 500-06-000013-934
Honourable Mr. Justice Daniel H. Tingley

DOW CORNING/QUEBEC BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT Amending The "Quebec/Ontario Dow Corning Breast Implant Litigation Settlement Agreement," Dated May 14, 1998

This Amendment ("Amendment") is entered into by and between the undersigned parties to amend certain provisions of the "Quebec/Ontario Dow Corning Breast Implant Litigation Settlement Agreement," executed on May 14, 1998 ("Prior Agreement").

WHEREAS, the Quebec Class Action, as defined below, was authorized and through Settlement Class Counsel, as defined below, the representative plaintiff in that action conducted negotiations with Dow Corning, as defined below, and on May 14, 1998, together with the representative plaintiff and settlement counsel in a class action in Ontario, entered into the Prior Agreement;

WHEREAS, the Quebec Class Action was subsequently noticed pursuant to the Prior Agreement and the period for opting out of the Quebec Class Action expired;

WHEREAS, on May 21, 1998, the Provincial Health Insurer of Quebec agreed to waive and withdraw claims against Dow Corning and/or the Released Parties, as defined below, pursuant to the Prior Agreement;

WHEREAS, on July 10, 1998, the Quebec Court, as defined below, approved the Prior Agreement;

WHEREAS, on November 9, 1998, Dow Corning, among other parties, filed with the U.S. Bankruptcy Court, as defined below, the Proposed Joint Disclosure Statement, as defined below, that superseded all prior proposed disclosure statements filed in the U.S. Bankruptcy Case, as defined below; and

WHEREAS, each of the representative plaintiffs and their counsel in the class actions in Quebec and Ontario sought, and Dow Corning agreed, to enter into a distinct and separate agreement regarding each of the Quebec Class Action and the class action in Ontario;

NOW THEREFORE, in consideration of the mutual covenants contained herein, intending to be legally bound hereby, and subject to the approval of the Quebec Court and the U.S. Bankruptcy Court, Manon Doyer, individually and in her capacity as class representative of the Settlement Class, as defined below, and Dow Corning, by and through their respective counsel, agree as follows:

1. All capitalized terms in this Amendment shall have the respective meanings given them in this Amendment.

2. The Prior Agreement is hereby amended, superseded and replaced by the following:

This Agreement is a final settlement agreement made by and between Manon Doyer, individually and in her capacity as class representative of the Settlement 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 settlement of the Dow Corning Breast Implant Claims, as defined below, pursuant to the terms and conditions set forth below, subject to the approval of the Quebec Court and the U.S. Bankruptcy Court.

WHEREAS, the Quebec Class Action has been authorized against Dow Corning and noticed;

WHEREAS, Settlement Class Counsel, as defined below, have sought to authorize class proceedings against The Dow Chemical Company by bringing a motion in the Quebec Class Action;

WHEREAS, Dow Corning, notwithstanding its consent to this Agreement, has denied and continues to deny the claims of the Plaintiff and the members of the Quebec Class, and the claims of other plaintiffs 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 Plaintiff or to the members of the Quebec Class and has raised and/or intends to continue to raise numerous defenses;

WHEREAS, based upon an analysis of the facts and the law applicable to claims of the Settlement 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 Settlement Class provided in this Agreement, the benefits to be provided to Dow Corning Breast Implant Recipients, as defined below, in the Confirmed Plan of Reorganization, as defined below, 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 Settlement Class and is fair, reasonable and in the best interests of the Settlement 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 Settlement Class;

WHEREAS, the Parties, as defined below, intend by this Agreement to resolve all present and future claims, known or unknown, of all Settlement Class Members, as defined below, arising out of or relating in any way, directly or indirectly, to Dow Corning Breast Implants;

NOW THEREFORE, subject to the approval of the Quebec Court and the U.S. Bankruptcy Court, this Agreement embodies the terms of the resolution of the Dow Corning Breast Implant Claims brought against Dow Corning and/or the Released Parties in the Province of Quebec, Canada, including present and future claims, known or unknown, against Dow Corning and/or the Released Parties arising out of or relating in any way, directly or indirectly, to Dow Corning Breast Implants, as defined below.

AGREEMENTS

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. **"Affidavit of Unrepresented Settlement Class Member"** means the document of that title attached as Exhibit E-3 hereto.

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

A-1: Compensation Schedule
A-2: Medical Conditions List
Notice of Approval and Effective Date
Method of Dissemination of Notices
Claims Administration Procedures
E-1: Registration & Claim Form
E-2: Solicitor's Certificate of Independent Legal Advice
E-3: Affidavit of Unrepresented Settlement Class Member
E-4: Release of Dow Corning and the Released Parties
E-5: Laperriere Product Identification
(a) Withdrawal of the Dow Chemical Quebec Motion for Authorization (English Version)
(b) Withdrawal of the Dow Chemical Quebec Motion for Authorization (French Version)

1.3. **"Amendment"** means this Agreement.

1.4. **"Approved Claimant"** means an Eligible Claimant, as defined below, whose claim the Claims Administrator, as defined below, has approved for payment as an Expedited Settlement Claim, a Rupture Claim, an Explantation Claim, a Current Claim or an Ongoing Claim, all as defined below, in accordance with the procedures set forth in this Agreement, including Exhibit D hereto.

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

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

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

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

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

1.10. **"Breast Implants"** means any and all silicone-gel and/or saline-filled mammary prostheses with silicone elastomer envelopes.

1.11. **"Claims Administrator"** means the person or entity agreed upon by the Parties and appointed by the Quebec Court, as provided in Paragraph 6.3, below, and any employees of such person or entity.

1.12. **"Compensation Schedule"** means the schedule of that title setting forth the ratios and amounts to be used by the Claims Administrator to calculate the compensation to be paid to Approved Claimants, which schedule is attached as Exhibit A-1 hereto.

1.13. **"Confirmed Plan of Reorganization"** means a plan of reorganization confirmed by the U.S. Bankruptcy Court that is substantially in conformance with the Proposed Joint Disclosure Statement and that (1) provides for a separate subclass of claimants from Quebec whose claims will be administered and paid in accordance with this Agreement and (2) does not materially change the way that breast implant recipients are treated under the Proposed Joint Disclosure Statement with respect to the joint proposed plan of reorganization.

1.14. **"Current Claim"** means a claim for compensation in respect of a Designated Medical Condition, as defined below, made by the Registration and Claim Deadline, in accordance with the provisions and procedures set forth in Exhibit D hereto.

1.15. **"Designated Medical Condition"** means the diseases and medical conditions defined in Section II of the Medical Conditions List, as defined below. Designated Medical Conditions do not include Rupture or Explantation, both as defined below.

1.16. **"Dow Chemical Quebec Motion For Authorization"** means the motion filed by Manon Doyer in the Quebec Class Action on September 20, 1995 attempting to add The Dow Chemical Company as a class defendant in the Quebec Class Action.

1.17. **"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.

1.18. **"Dow Corning 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 and/or all Settlement Class Members against Dow Corning and/or the Released Parties arising out of or relating to Breast Implants, or any other claims arising out of the subject matter of this Agreement and/or the subject matter of the Quebec Class Actions, including, without limitation: (1) any and all claims of personal, corporal, material, economic and/or bodily injury or damage, or death, or emotional, mental and/or moral 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.

1.19. **"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.

1.20. **"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 Settlement Facility under the terms of the Confirmed Plan of Reorganization.

1.21. **"Effective Date Of This Agreement"** means the earliest date by which all of the following have occurred: (1) this Agreement has been executed by all of the Parties hereto, (2) the Quebec Court's Judgment Approving This Amendment has been entered, (3) the time to appeal, if appeals lie, from such judgment has expired, and all appeals, if any, from such judgment have been exhausted, and (4) the Confirmed Plan of Reorganization has become effective by its terms.

1.22. **"Eligible Claimant"** means any Settlement Class Member who is a Dow Corning Breast Implant Recipient, except those excluded below, who timely and properly takes the actions required under this Agreement to present an Expedited Settlement Claim, an Explantation Claim, a Rupture Claim, a Current Claim or an Ongoing Claim, in accordance with the provisions and procedures set forth in this Agreement, including Exhibit D hereto. Eligible Claimants include any Eligible Claimant's personal representative or estate; but Eligible Claimants do not include any Settlement Class Member who, pursuant to means other than this Agreement, has (1) accepted or accepts compensation from Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants, (2) released, by settlement, judgment, court order or otherwise, Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants, or (3) has had dismissed any of her actions against Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants.

1.23. **"Expedited Settlement Claim"** means an "Expedited Settlement Claim" as that term is described in Subparagraph 6.1(i), below, and Paragraphs 3.1 and 5.1 of Exhibit D hereto.

1.24. **"Explantation"** means "Explantation" as that term is defined in Paragraph III.B.2 of Exhibit A-2 hereto.

1.25. **"Explantation Claim"** means a claim for one-time compensation for one or more Explantations.

1.26. **"Final Claim Deadline"** means the date sixty-six (66) months after the Registration Claim Deadline.

1.27. **"Laperriere Product Identification"** means a letter from Mr. Real Laperriere provided for in Subparagraph 2.2(ii) of Exhibit D hereto and as described in Exhibit E-5 hereto.

1.28. **"Licensed Medical Specialist"** means a "Licensed Medical Specialist" as that term is defined in Paragraph I.C of Exhibit A-2 hereto.

1.29. **"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 hereto.

1.30. **"Method of Dissemination of Notices"** means the document of that title attached as Exhibit C hereto.

1.31. **"Notice of Approval and Effective Date"** means the notice titled "Notice of Approval and Effective Date" advising members of the Quebec Class of the Quebec Court's Judgment Approving This Amendment and the Effective Date Of This Agreement, as set forth in Exhibit B hereto or in a form otherwise mutually acceptable to the Parties.

1.32. **"Ongoing Claim"** means a claim for compensation in respect of a Designated Medical Condition made before the Final Claim Deadline, in accordance with Exhibit D hereto.

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

1.34. **"Product Identification Documentation"** means "Product Identification Documentation" as that term is defined in Paragraph 2.2 of Exhibit D hereto. Product Identification Documentation includes Laperriere Product Identification.

1.35. **"Prior Agreement"** means the settlement agreement titled the "Quebec/Ontario Dow Corning Breast Implant Litigation Settlement Agreement" executed by all parties thereto on May 14, 1998.

1.36. **"Proposed Joint Disclosure Statement"** means the "Joint Disclosure Statement with Respect to Joint Plan of Reorganization," the original form of which was filed with the U.S. Bankruptcy Court by Dow Corning, among other parties, on November 9, 1998.

1.37. **"Quebec Court"** means the Superior Court for the District of Montreal in the Province of Quebec, Canada.

1.38. **"Quebec Court's Judgment Approving This Amendment"** means the judgment entered by the Quebec Court approving this Amendment, as described in Paragraph 2.1, below.

1.39. **"Quebec Class"** means all persons who, in Quebec, received Dow Corning Breast Implants or who received Dow Corning Breast Implants elsewhere than in Quebec and who were residing in Quebec on August 1, 1998.

1.40. **"Quebec Class Action"** means the class action proceeding filed on September 26, 1993 in Quebec Superior Court as *Manon Doyer* v. *Dow Corning Corporation & Dow Corning Canada, Inc.*, No. 500-06-000013-934.

1.41. **"Registration & Claim Deadline"** means the date eighteen (18) months after the first publication of the Notice of Approval and Effective Date or such other date as may be approved by the Quebec Court.

1.42. **"Registration & Claim Form"** means the form of that title attached as Exhibit E-1 hereto or a similar form otherwise mutually acceptable to the Parties.

1.43. **"Release of Dow Corning and the Released Parties"** means the form of that title attached as Exhibit E-4 hereto.

1.44. **"Released Parties"** means 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.

1.45. **"Rupture"** means "Rupture" as that term is defined in Paragraph III.B.1 of Exhibit A-2 hereto.

1.46. **"Rupture Claim"** means a claim for one-time compensation for one or more Ruptures.

1.47. **"Settlement Amount"** means the "Settlement Amount" as that term is defined in Paragraph 4.1, below.

1.48. **"Settlement Class"** or **"Settlement Class Members"** means all members of the Quebec Class (1)(a) who did not exercise their rights to opt out of the Quebec Class on or before July 10, 1998, (b) who have not been deemed to have opted out of the Quebec Class under section 1008 of the *Quebec Code of Civil Procedure*, or, (c) if they did exercise their rights to opt out, who also exercise their rights to opt back into the Quebec Class pursuant to this Agreement and (2) who elect to participate in this Agreement by filing a Registration & Claim Form.

1.49. **"Settlement Class Counsel"** means the law firm of Lauzon Bélanger in Montreal, Quebec, which firm acts on behalf of the Plaintiff and shall continue acting on behalf of the Plaintiff 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 Settlement Class Member for the purpose of preparing and submitting an individual claim under this Agreement and entering into a separate mandate and/or fee agreement for that purpose.)

1.50. **"Severity/Disability Categories"** means Categories A, B, C and D set forth in the Compensation Schedule and defined in the Medical Conditions List with respect to each of the Designated Medical Conditions.

1.51. **"Subrogation Claims"** means "Subrogation Claims" as that term is defined in Paragraph 5.2, below.

1.52. **"Supporting Medical Documentation"** means "Supporting Medical Documentation" as that term is defined in Paragraph 2.4 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.

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

2. QUEBEC APPROVAL

2.1. The Quebec Court's Judgment Approving This Amendment

Within ten (10) days after the Parties have executed this Amendment, the Parties shall advise the Quebec Court of the Amendment and shall request entry of a judgment of approval that subject to the Quebec Court's approval shall:

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

(ii) acknowledge that, in comparison to the Prior Agreement, this Amendment serves to increase the benefits available to Settlement Class Members and that as a result it is not necessary to re-notice to the members of the Quebec Class the terms of this Amendment;

(iii) declare that this Amendment constitutes a "transaction" that is binding upon the Parties and upon all members of the Quebec Class;

(iv) declare that, subject to sections 1007 and 1008 of the *Quebec Code of Civil Procedure*, any member of the Quebec Class who did not opt out from the Settlement Class by July 10, 1998 or, who, having opted out, opts back in by submitting a Registration & Claim Form to the Claims Administrator on or before the Registration & Claim Deadline, shall be bound by this Amendment;

(v) declare that this Amendment, including all Exhibits hereto, is reasonable, fair and in the best interests of the Quebec Class;

(vi) declare that the Quebec Class Action is fully and finally resolved in all respects; and

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

2.2. Notice of the Quebec Court's Approval and Effective Date Of This Agreement

(i) Subject to the Quebec Court's approval, the form of the Notice of Approval and Effective Date shall be as set forth in Exhibit B to this Agreement.

(ii) Within fifteen (15) days after the Effective Date Of This Agreement, the Settlement Class Counsel shall disseminate the Notice of Approval and Effective Date to Quebec Class Members in accordance with the Method of Dissemination of Notices, and Dow Corning shall pay the costs of such dissemination.

3. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall become effective on the Effective Date Of This Agreement, as that term is defined in Paragraph 1.21, above. The Parties hereto will have no rights or obligations hereunder prior to the Effective Date Of This Agreement.

4. CONSIDERATION TO BE PROVIDED BY DOW CORNING

In consideration of the releases and other consideration to be provided by the Plaintiff and Settlement Class Members pursuant to Section 5, below, after the Effective Date Of This Agreement, Dow Corning will cause the payments described in Paragraph 4.1, below, to be made, and will provide the waiver of limitation defenses set forth in Paragraph 4.3, below.

4.1. Scheduled Payment of the Settlement Amount

The "Settlement Amount" is thirty-seven million two hundred fifty thousand dollars in United States currency ($US 37,250,000.00); that amount is to be paid by the Dow Corning Settlement Facility to the Claims Administrator on trust for the Settlement Class Members pursuant to the following schedule:

(i) an initial payment of two million seven hundred fifty thousand dollars in United States currency ($US 2,750,000.00) to be made within forty-five (45) days of the Effective Date Of This Agreement (such payment being referred to herein as the "Initial Payment");

(ii) a second payment of nine million five hundred thousand dollars in United States currency ($US 9,500,000.00) to be made on or before the date one (1) calendar year after the date of the Initial Payment;

(iii) a third payment of nine million five hundred thousand dollars in United States currency ($US 9,500,000.00) to be made on or before the date two (2) calendar years after the date of the Initial Payment;

(iv) a fourth payment of five million two hundred fifty thousand dollars in United States currency ($US 5,250,000.00) to be made on or before the date three (3) calendar years after the date of the Initial Payment;

(v) a fifth payment of four million seven hundred fifty thousand dollars in United States currency ($US 4,750,000.00) 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 five million five hundred thousand dollars in United States currency ($US 5,500,000.00) 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 Settlement Claims, Explantation Claims,

Rupture Claims, Current Claims, Ongoing Claims, Settlement Class Counsel fees, costs, disbursements and administration costs. Except only as necessary to the dissemination of notices pursuant to this Amendment and the cost of translation of this Amendment including the Exhibits, 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 be accelerated.

4.2. 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 Quebec Court.

4.3. Waiver of Limitation Defenses as to Settlement Class Members

Only for the benefit of and with respect to Settlement Class Members making claims under this Agreement, Dow Corning and/or the Released Parties release and waive any defenses to Dow Corning Breast Implant Claims that they now have or may have in the future based on any statute of limitation or repose, 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 Settlement Class Member.

5. CONSIDERATION TO BE PROVIDED BY THE SETTLEMENT CLASS

In consideration of the undertakings entered into by Dow Corning as described in Section 4, above, the Plaintiff and Settlement Class Members will provide Dow Corning and the Released Parties with the releases and other consideration set forth in this Section 5.

5.1. Release of Dow Corning Breast Implant Claims

(i) As set forth in Section 2, above, prior to the Effective Date Of This Agreement, Settlement Class Counsel will request entry of a judgment approving this Amendment.

(ii) Upon the Effective Date Of This Agreement, by virtue of this instrument every Dow Corning Breast Implant Claim is conclusively compromised, settled, released and discharged, and the Settlement Class Members 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 thirty (30) days after the Effective Date Of This Agreement, Settlement Class Counsel will withdraw the Dow Chemical Quebec Motion for Authorization, using a form substantially identical to that set forth as Exhibit E-2 hereto.

(iv) Prior to her receipt of any funds from the Settlement Amount, each Settlement Class Member shall execute a release in a form substantially identical to the "Release of Dow Corning and the Released Parties" set forth as Exhibit E-4 hereto, which release shall be delivered by the Claims Administrator to Dow Corning.

5.2. Other Third-Party Subrogation Claims

In cases where there are unresolved claims or liens by third parties for payments made or services rendered to Settlement Class Members relating to Dow Corning Breast Implants, 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 Settlement Class Member 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 the Released Parties are subjected to claims by third parties for payment of such Subrogation Claims, Settlement Class Members on whose behalf such claims or liens arose shall then fully hold harmless, reimburse and indemnify Dow Corning and/or the Released Parties in the amount of any such liability, together with interests, costs and counsel fees, on an extrajudicial basis in Quebec.

5.3. Third-Party Contribution or Indemnity Claims

Settlement Class Members 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 Settlement Class Member 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 Settlement Class Member 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, costs and disbursements incurred by Dow Corning and/or the Released Parties in the defense of such claims. Settlement Class Members shall submit themselves to the ongoing jurisdiction of the Quebec Court with respect to any such future claims.

6. ADMINISTRATION OF SETTLEMENT AMOUNT

6.1. Entitlements of Approved Claimants

Only Approved Claimants shall be entitled to receive payment for an Expedited Settlement Claim, an Explantation Claim, a Rupture Claim, a Current Claim, or an Ongoing Claim.

(i) Approved Claimants who have registered and submitted an Expedited Settlement Claim by the Registration & Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D hereto shall be entitled to receive two thousand dollars in Canadian currency ($CND 2,000).

(ii) Approved Claimants who have registered and submitted an Explantation Claim by the Registration & Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D to this Agreement shall be entitled to receive five thousand dollars in Canadian currency ($CND 5,000). An Eligible Claimant who wishes to have her Dow Corning Breast Implant(s) removed and does not have the funds to pay for the procedure may apply to the Claims Administrator before the Registration & Claim Deadline for a direct payment not to exceed $CND 5,000 to be made to the surgeon chosen by the claimant to perform the explantation procedure to cover all costs of the explantation procedure,. (If the costs of the explantation procedure are less than $CND 5,000, the claimant shall receive the difference between the actual cost of the procedure and $CND 5,000.)

(iii) Approved Claimants who have registered and submitted a Rupture Claim by the Registration & Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D hereto shall be entitled to receive twelve thousand dollars in Canadian currency ($CND 12,000).

(iv) Approved Claimants who have a Designated Medical Condition and who have registered and submitted a Current Claim by the Registration & Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D hereto shall be entitled to receive payment and compensation in accordance with the ratios or amounts indicated in the Compensation Schedule.

(v) Approved Claimants who have a Designated Medical Condition and who have registered by the Registration & Claim Deadline and submitted an Ongoing Claim by the Final Claim Deadline and pursuant to the provisions and procedures set forth in Exhibit D hereto shall be entitled to receive payment and compensation in accordance with the ratios indicated in the Compensation Schedule. Payments for Ongoing Claims will be made following the Final Claim Deadline.

6.2. Court Authority Over the Settlement Amount

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

(i) upon motion of Settlement Class Counsel, to allocate from the Settlement Amount Settlement Class Counsel fees to be approved by the Quebec Court and to be paid to Settlement Class Counsel or as the Quebec 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 Claims and those set aside for the payment of Ongoing Claims, as the Quebec Court may deem necessary or appropriate; and

(iii) to order that money be held in reserve for the benefit of Approved Ongoing Claimants as the Quebec Court may deem necessary or appropriate.

6.3. The Claims Administrator

At the approval hearing held by the Quebec Court, as described in Section 2, above, the Plaintiff will propose a Claims Administrator and a Claims Administrator to be agreed upon by the Parties and appointed by the Quebec Court for the purposes of, under the authority of the Quebec Court, processing and classifying the Registration & Claim Forms, Product Identification Documentation, Supporting Medical Documentation and Releases of Dow Corning and the Released Parties, assigning the status of Approved Claimant to Eligible Claimants and paying such Approved

Claimants, all as provided in this Agreement, including the provisions and procedures set forth in the Claims Administration Procedures.

(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 hereto.

(ii) The Claims Administrator shall be bilingual and, for purposes of convenience, shall have offices established in the provinces of Quebec.

(iii) The Claims Administrator shall prepare and submit to the Quebec Court for approval, budgets for the organization and operation of the administration of the claims procedures hereunder.

(iv) The Claims Administrator and any employee of the Claims Administrator assisting in the processing of claims shall be required to sign a confidentiality statement by which such employees shall agree to keep confidential any information concerning members of the Quebec Class and shall institute procedures to assure that the identity of all members of the Quebec Class 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) The Claims Administrator shall be subject to removal by the Quebec Court for cause.

7. EXCLUSIVE REMEDY

7.1. Sole Remedy

This Agreement provides the sole, exclusive remedy for any and all Settlement Class Members with respect to Dow Corning Breast Implant 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 Dow Corning Breast Implant Claim except as provided herein. Upon the Effective Date Of This Agreement, each of the Settlement Class Members shall be barred forever from continuing, initiating, asserting or prosecuting any Dow Corning Breast Implant Claim other than pursuant to this Agreement.

7.2. Exclusive Participation

Dow Corning and certain other Released Parties are currently defendants in class action proceedings related to breast implants pending in Quebec, Ontario and British

Columbia. To the extent an individual would be entitled to participate in more than one settlement agreement related to Dow Corning and/or any Released Parties, such individual will be permitted to participate to only one such settlement based on her "principal 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 principal 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 principal 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 will establish her principal geographic nexus; and

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

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

8. 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.

9. 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 Administrator records, including Settlement Class Members' medical records. Such a review of records shall not constitute or be deemed to constitute a waiver of the physician-patient privilege of any member of the Quebec Class 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 members of the Quebec Class.

10. MISCELLANEOUS

10.1. Ongoing Authority of the Courts

The Quebec Court shall retain continuing jurisdiction (1) over the Quebec Class Action and any individual actions pertaining to Dow Corning Breast Implants commenced by Settlement Class Members against Dow Corning and/or Released Parties, (2) over all Parties named or described herein, including, but not limited to, all Settlement Class Members 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 shall retain jurisdiction (1) over Dow Corning, the Released Parties, the Dow Corning Settlement Facility and Settlement Class Members 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, to assure that all payments by the Settlement Facility are properly made, and to resolve disputes related to the implementation; provided, however, that the U.S. Bankruptcy Court shall not retain jurisdiction, if any, over the administration or distribution of the Settlement Amount paid.

10.2. Submissions to the Courts by the Claims Administrator

The Claims Administrator shall report the results of processing all requests for all Expedited Settlement Claims, Explantation Claims, Rupture Claims, Current Claims and Ongoing Claims to the Quebec 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 Quebec Court or to the U.S. Bankruptcy Court no later than fifteen (15) days prior to the date of the hearing thereon.

10.3. 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 Quebec Court 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 Quebec Court.

10.4. 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.

10.5. 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 Settlement Class Members 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 the 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 Settlement Class Members 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.

10.6. Notices

All communications to be provided pursuant to or in connection with this Agreement either by the Plaintiff and/or Settlement Class Members to Dow Corning or by Dow Corning to the Plaintiff and/or Settlement Class Members 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 Plaintiff and/or Settlement Class Members:

Att'n: Dow Corning/Quebec Settlement Counsel
LAUZON BÉLANGER
511, Place D'Armes
Bureau 200
Montreal PQ H2Y 2W7
CANADA
Telephone: 514-844-4646
Facsimile: 514-844-7009

If to Dow Corning:

Att'n: Dow Corning/Quebec Counsel
GASCO LELARGE
1080 Beaver Hall Hill
Suite 2100
Montreal PQ H1Z 1S8
CANADA
Telephone: 514-397-0066
Facsimile: 514-397-0393

10.7. Transaction

This Agreement is a transaction in virtue of Article 2631 of the *Civil Code of Quebec* and Article 1025 of the Quebec *Code of Civil Procedure*.

10.8. French Translation

A French translation of this Agreement and all Exhibits attached hereto shall be prepared and shall be made available to the members of the Quebec Class. In the event there are any differences between the two versions of this Agreement, the English version shall take precedence. The cost of translating this Agreement and all Exhibits attached hereto will be paid by Dow Corning.

10.9. French Language Clause

Les parties ont convenues que cette Entente soit rédigée en anglais.

10.10. Headings

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

10.11. 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.

10.12. 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 and Dow Corning have caused this "Dow Corning/Quebec Breast Implant Litigation Settlement Agreement," consisting of twenty-one (21) pages and twelve (12) exhibits to be executed by their respective duly authorized representatives as of the date(s) set forth below.

Settlement Class Counsel for Quebec
Dated January 15, 1999

LAUZON BÉLANGER in Montreal

Per: /s/ Yves Lauzon
Yves Lauzon

Counsel for Dow Corning Corporation
Dated January 15, 1999

GASCO LELARGE in Montreal

Per: /s/ Robert Gasco
Robert Gasco

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 the Dow Corning/Quebec Breast Implant Litigation Settlement Agreement were prepared by Settlement Class Counsel on behalf of the Plaintiff. The procedures set forth herein will be implemented by the Claims Administrator (and where applicable as set forth herein the Settlement Class Counsel), subject to the ongoing authority and supervision of the Quebec 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

TYPE OF CLAIM*		**CLAIM RATIOS OR AMOUNTS**			
EXPEDITED SETTLEMENT CLAIM		**$CND 2,000**			
EXPLANTATION CLAIM		**$CND 5,000**			
RUPTURE CLAIM		**$CND 12,000**			
CLAIM FOR COMPENSATION FOR A DESIGNATED MEDICAL CONDITION	Severity/ Disability Category	Number of Years Dow Corning Breast Implants Were Implanted			
		0 to 5 Years	5 Years + 1 Day to 10 Years	10 Years + 1 Day to 15 Years	15 Years + 1 Day or More
Systemic Sclerosis or Scleroderma Systemic Lupus Erythematosus	A	0.85	0.90	0.95	1
	B	0.60	0.65	0.70	0.75
	C	0.35	0.40	0.45	0.50
Localized Scleroderma, Mild Lupus	D	0.09	0.09	0.10	0.10
Atypical Neurological Disease Syndrome, Mixed Connective Tissue Disease, Overlap Syndromes, Polymyositis, Dermatomyositis	A	0.60	0.65	0.70	0.75
	B	0.35	0.40	0.45	0.50
	C	0.18	0.20	0.23	0.25
Atypical Connective Tissue Disease, Atypical Rheumatic Syndrome, Non-Specific Autoimmune Condition, Primary Sjogren's Syndrome	A	0.43	0.45	0.48	0.50
	B	0.25	0.28	0.30	0.33
	C	0.12	0.13	0.14	0.15

*See Section 1 of the Agreement and Exhibit A-2 to the Agreement for the definitions of the types of claims listed here. You may make any one of these claims alone, or you may make both an Expedited Settlement Claim and an Explantation Claim, or you may make both a Rupture Claim and a claim for compensation for a Designated Medical Condition. If you are making an Expedited Settlement Claim or an Explantation Claim, you may not, however, make either a Rupture Claim or a claim for compensation for a Designated Medical Condition or visa versa.

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/Quebec Breast Implant Litigation Settlement Agreement (the "Agreement") were prepared by Settlement Class Counsel on behalf of the plaintiffs. The procedures set forth herein will be implemented by the Claims Administrator (and where applicable as set forth herein the Settlement Class Counsel,) subject to the ongoing authority and supervision of the Quebec 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.

Settlement Class Members 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 Compensation Schedule, attached as Exhibit A-1 to the Agreement.

1. GENERAL GUIDELINES

1.1. To make a claim for compensation for one of the Designated Medical Conditions defined below, a claimant must provide a statement or diagnosis from a Licensed Medical Specialist, as defined below, together with the medical records upon which that statement or diagnosis is based.

1.2. A claimant should submit all records that contain information relevant to the diagnostic criteria set forth herein, including (1) records relating to the relevant signs, symptoms, findings and test results set forth hereunder and (2) records showing the severity of a claimant's disease or, if applicable, a Statement of Disability, as defined in Paragraph I.E, below. In general, whatever the Licensed Medical Specialist relied upon in arriving at the diagnosis and findings in the statement or diagnosis should be provided. This might include physical findings noted in the office chart, and certain lab or other test reports. If the Licensed Medical Specialist needed to review earlier medical records obtained from other physicians to make a definitive statement about the claimant's condition or disability, then those records must also be submitted.

1.3. Licensed Medical Specialist

As used herein, the term "Licensed Medical Specialist" means a physician who (1) either is a specialist certified by the Canadian Board, a Fellow of the Royal College of Physicians and Surgeons or a physician who has been certified by the appropriate medical licensing board in any province of Canada, and (2) is licensed in internal medicine, rheumatology, neurology, neurological surgery or immunology. Only a Licensed Medical Specialist can submit the statement or diagnosis of one of the Designated Medical Conditions.

1.4. Documented

As used in the Agreement in relation to Supporting Medical Documentation, the term "documented" means that written notations of symptoms are found at several places in the claimants medical records. Thus, to show that the symptoms are documented, a claimant must submit medical records that reflect that the claimant had complained about these symptoms on more than one occasion. Except, however, that it may also mean that the Licensed Medical Specialist or licensed treating physician has verified the symptoms on physical examination and interviewed the claimant sufficiently to be able to form a professional opinion, utilizing all that doctor's knowledge and training to establish that the complaint is valid. In this situation, it is important that the Licensed Medical Specialist or licensed treating physician relying on such an examination and interview does not qualify the diagnosis by stating that his "findings" are based solely on the patient's history given at the time of the single visit to the Licensed Medical Specialist or licensed treating physician. The Licensed Medical Specialist diagnosing a Designated Medical Condition must be licensed in the specialty to which the Designated Medical Condition relates.

1.5. Statement of Disability

To the extent the severity of a claimant's disease is based on a disability, as defined herein, the claimant must submit all of the records that the Licensed Medical Specialist relied upon in making his or her assessment and determination of disability ("Statement of Disability"). This would include, as an example, any disability questionnaire that the claimant completed in order to assist in the physician's determination. A non-specialist treating physician can provide a Statement of Disability, however, the physician making the Statement of Disability cannot be either the claimant's usual personal doctor or a family relative of the claimant.

1.6. Severity/Disability Category A

With respect to claims for placement in Severity/Disability Category A, claimants, their physicians and their counsel, if applicable, should be aware that it is difficult to meet the criteria for Category A. A claimant must be unable to do any of her normal

activities or be able to do only a very few of them. A claim for placement in Category A should be reviewed to determine whether the claimant's daily life and limitations have been described in sufficient detail to show the Claims Administrator that the claimant meets the strict definition of total disability. In addition, it must be clear that the claimant's Designated Medical Condition is the cause of her total disability. If the claimant's Licensed Medical Specialist or licensed treating physician determines that her death or total disability is clearly and specifically caused by a disease or occurrence that is not a Designated Medical Condition, the claimant will not be eligible for placement in Category A.

1.7. Severity/Disability Category B

With respect to a claim for placement in Severity/Disability Category B, the claim must be based on severe pain or an inability to do certain activities. In order to qualify, the claimant's Designated Medical Condition must cause pain-producing symptoms that result in severe pain on a regular or recurring basis. Generalized statements about "severe pain" may not be enough; the Claims Administrator must be able to verify that the symptoms of the Designated Medical Condition itself are the cause of the severe pain. If the claim for placement in Category B is based on limitations on a claimant's activities, the claim submission must provide information concerning the activities that are limited. A conclusory statement, with no information about the claimant and her limitations, may result in rejection of the claim or request for more information. Any Statement of Disability must demonstrate a connection between a Designated Medical Condition and the specific activities that the claimant can no longer perform. The disability must be due to the Designated Medical Condition. The Claims Administrator must have enough information about what the limitations are, and the cause of those limitations, to be able to verify that the claimant's condition indeed meets the requirements for placement in Category B.

1.8. Severity/Disability Category C

A claim for placement in Severity/Disability Category C must be based on pain or an inability to do certain activities. In preparing claims for Medical Conditions Compensation and in curing any deficiencies that may be noted when the claim is processed, claimants, their physicians and their counsel, if applicable, should be aware that the Designated Medical Condition must have caused the stated disability. For example, the pain must be due to the claimant's Atypical Connective Tissue Disease or Atypical Neurological Disease Syndrome (ANDS), as described below. Thus, a critical factor in the Claims Administrator's evaluation of an alleged disability category is whether the claimant's qualifying symptoms are ones such as alopecia, chronic fatigue or loss of breast function, that normally have no pain component. If the claim for placement in Category C is based on limitations on a claimant's activities, the claim submission must provide information concerning the activities that

are limited. A conclusory statement, with no information about the claimant and her limitations, may result in rejection of the claim or request for more information. Any Statement of Disability must demonstrate a connection with the specific activities that the claimant can no longer perform. A disability determination cannot be approved unless there is evidence that the claimant is experiencing pain from at least one of the qualifying symptoms of a Designated Medical Condition. In addition, claimants, their physicians and their counsel, if applicable, should be aware that a Category C requires that the pain be "regular or recurring." Thus, if a claimant's pain is described in her records as being only "mild" or "slight," her claim will not qualify for placement in Category C.

2. DESIGNATED MEDICAL CONDITIONS

2.1. Systemic Sclerosis/Scleroderma ("Ss")

(i) 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.

(ii) 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 Mixed Connective Tissue Disease ("MCTD"), Atypical Connective Tissue Disease ("ACTD"), both as described below, 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.

(iii) Severity/Disability Categories

(a) 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 Paragraph II.G.5.a, below, for Severity/Disability Category A for ACTD, Atypical Rheumatic Syndrome ("ARS") and Nonspecific Autoimmune Condition ("NAC"), both as described below, or if the individual suffers from systemic sclerosis with associated severe renal involvement manifested by a decrease in glomerular filtration rates.

(b) 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).

(c) 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 Category B as appropriate.

(d) Category D

Not covered above, including localized scleroderma.

2.2. Systemic Lupus Erythematosus ("SLE")

(i) 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., supra, (4th ed.), Table 61-11, at 1037. A diagnosis of lupus is made if four of the eleven manifestations listed in the table were present, either serially or simultaneously, during any interval of observations.

CRITERION	DEFINITION
Malar rash	Fixed erythema, flat or raised, over the malar eminences, tending to spare the nasolabial folds
Discoid rash	Erythematous raised patches with adherent keratotic scaling and follicular plugging; atrophic scarring may occur in older lesions
Photosensitivity	Skin rash as a result of unusual reaction to sunlight, by patient history or physician observation
Oral ulcers	Oral or nasopharyngeal ulceration, usually painless, observed by a physician
Arthritis	Nonerosive arthritis involving two or more peripheral joints, characterized by tenderness, swelling or effusion

Serositis	(a) Pleuritis – convincing history of pleuritic pain or rub heard by a physician or evidence of pleural effusion, or (b) Pericarditis-documented by ECG or rub or evidence of pericardial effusion
Renal disorder	(a) Persistent proteinuria greater than 0.5 g/day or greater than 3 + if quantitation not performed, or (b) Cellular casts – may be red cell, hemoglobin, granular, tubular, or mixed
Neurologic disorder	(a) Seizures – in the absence of offending drugs or known metabolic derangements; e.g., uremia, ketoacidosis, or electrolyte imbalance, or (b) Psychosis – in the absence of offending drugs or known metabolic derangements, e.g., uremia, ketoacidosis or electrolyte imbalance
Hematologic disorder	(a) Hemolytic anemia – with reticulocytosis, or (b) Leukopenia – less than 4000/mm total on 2 or more occasions, or (c) Lymphopenia – less than 1500/mm on 2 or more occasions, or (d) Thrombocytopenia – less than 100,000/mm in the absence of offending drugs
Immunologic disorder	(a) Positive LE cell preparation, or (b) Anti-DNA – antibody to native DNA in abnormal titer, or (c) Anti-Sm – presence of antibody to Sm nuclear antigen, or (d) False positive serologic test for syphilis known to be positive for at least 6 months and confirmed by Treponema pallidum immobilization or fluorescent treponemal antibody absorption test
Antinuclear antibody	An abnormal titer of antinuclear antibody by immunofluorescence or an equivalent assay at any point in time and in the absence of drugs known to be associated with drug-induced lupus syndrome

(ii) 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.

(iii) Severity/Disability Categories

(a) 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.

(b) 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, hemolytic anemia (marked), severe granulocytopenia, mesenteric vasculitis. See Immunological Diseases, Max Samter, Ed., Table 56-6, at 1352.

(c) 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.

(d) 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.

2.3. Atypical Neurological Disease Syndrome ("ANDS")

(i) 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.

(ii) Eligibility for ANDS requires both

(a) satisfying the requirements for one of the four neurological disease types set forth in Paragraph II.C.5, below; and

(b) any three additional (nonduplicative) neuromuscular, rheumatic, or nonspecific symptoms or findings set forth in the definition for ACTD in Paragraph II.4.a, below.

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

(iv) 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.

(v) Neurological Disease Types

(a) Polyneuropathies

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

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

and one or more of the following laboratory findings:

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

(b) 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:

- weakness in the pyramidal distribution;
- evidence of optic neuritis documented by ophthalmologist;
- increased deep tendon reflexes;
- absent superficial abdominal reflexes;
- ataxia or dysdiadochokinesia as the sign of cerebellar involvement;
- neurologically induced tremors; or
- internuclear ophthalmoplegia and/or bladder or speech involvement secondary to central nervous system disease;

and one or more of the following:

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

(c) 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:

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

(d) Disease of Neuromuscular Junction

This disease category requires either (1) 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 or (2) submission of sufficient evidence of, and the required findings confirming, such condition.

(vi) Severity/Disability 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.

(a) 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.

(b) Category B

An individual will be eligible for Category B if she is thirty-five percent (35%) disabled due to the compensable condition. An individual shall be considered thirty-five percent (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.

(c) Category C

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

2.4. Mixed Connective Tissue Disease ("MCTD") and Overlap Syndrome

(i) 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.

(ii) "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., supra Table 66-2, at 1114.

(iii) 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.

(iv) Severity/Disability Categories

(a) 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.

(b) 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.

(c) Category C

Other.

2.5. Polymyositis/Dermatomyositis

(i) 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., supra at 1163.

(ii) 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.

(iii) Severity/Disability Categories

(a) 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.

(b) Category B

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

(c) Category C

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

2.6. Primary Sjorgren's Syndrome

(i) 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., Supra Table 55-1, at 932; or Fox, et al. "Primary Sjogren's Syndrome Clinical and Immunopathologic Features," Seminars Arthritis Rheum., 1984; 4:77-105.

(ii) 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 Syndrome-like disease.

(iii) Severity/Disability Categories

(a) 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.

(b) Category B

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

(c) Category C

Other.

2.7. Atypical Connective Tissue Disease ("ACTD"), Atypical Rheumatic Syndrome ("ARS") and Nonspecific Autoimmune Condition ("NAC")

(i) 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.

(ii) 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.

(iii) A diagnosis of ACTD, ARS, or NAC must satisfy one of the sets of criteria below. 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 used in the diagnosis of ACTD or ARS. A symptom that may be caused only in part by a source other than breast implants may be used in the diagnosis or categorization. The relevant groups of symptoms are as follows:

(a) any two of the three signs and symptoms listed in Subparagraph II.G.4.a, below (Group I);

(b) any one of the three signs and symptoms listed in Subparagraph II.G.4.a, below (Group I), plus any one of the ten signs and symptoms listed in Subparagraph II.G.4.b, below (Group II);

(c) any three of the ten signs and symptoms listed in Subparagraph II.G.4.b, below (Group II);

(d) any two of the ten signs and symptoms listed in Subparagraph II.G.4.b, below (Group II), plus any one additional (nonduplicative) sign or symptom from the eighteen listed in Subparagraph II.G.4.c, below (Group III); or

(e) five nonduplicative signs or symptoms listed in Subparagraphs II.G.4.a (Group I), II.G.4.b (Group II) or II.G.4.c (Group III), below;

(iv) Symptom Groupings

(a) Group I Signs and Symptoms

- Raynaud's phenomenon evidenced by the patient giving a history of two color changes, or visual evidence of vasospasm, or evidence of digital ulceration;
- polyarthritis, defined as synovial swelling and tenderness in three or more joints lasting greater than six weeks and observed by a physician; and/or
- 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.

(b) Group II Signs and Symptoms

- Myalgias determined by tenderness on examination;
- 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;

- pulmonary symptoms or abnormalities, which may or may not be characteristic of SLE, SS, or Primary Sjogren's Syndrome, as follows:
    - pleural and/or interstitial lung disease,
    - restrictive lung disease,
    - 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);
- pericarditis defined by consistent clinical findings and either EKG or echocardiogram;
- 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;
- 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.
- myositis or myopathy, diagnosed by weakness on physical examination or by muscle strength testing, abnormal CPK or

aldolase, abnormal cybex testing, abnormal EMG or abnormal muscle biopsy;

- 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;
- lymphadenopathy (as defined by at least 1 lymph node greater than or equal to 1x1 cm) documented by a physician; or
- dysphagia with positive cine-esophagram, manometry or equivalent imaging.

(c) Group III Signs and Symptoms

- Documented arthralgia;
- documented Myalgias;
- chronic fatigue (for more than 6 months);
- documented Lymphadenopathy;
- documented Neurological symptoms including cognitive dysfunction or paresthesia;
- photosensitivity;
- documented Sicca symptoms;

- documented dysphagia;
- documented Alopecia;
- documented sustained balance disturbances;
- documented sleep disturbances;
- documented easy bruisability or bleeding disorder;
- documented chronic cystitis or bladder irritability;
- documented colitis or bowel irritability;
- persistent low grade fever or night sweats;
- mucosal ulcers confirmed by physician;
- burning pain in the chest, breast, arms or axilla, or substantial loss of function in breast due to disfigurement or other complications from implants or explantation; or
- pathological findings of granulomas or siliconomas or chronic inflammatory response or breast infections.

(v) Severity/Disability 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 severity/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.

(a) 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 usual self-care.

(b) Category B

An individual will be eligible for Category B if she is thirty-five percent (35%) disabled due to the compensable condition. An individual shall be considered thirty-five percent (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 usual self-care, or she can perform them only with regular or recurring severe pain.

(c) Category C

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

3. OTHER CONDITIONS

3.1. Rupture

(i) Rupture" is defined as the failure of the elastomer envelope(s) surrounding a silicone-gel Dow Corning 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 or other opening in the envelope occurring after implantation and prior to removal of the Dow Corning Breast Implant(s) where such failure occurs prior to the date eighteen (18) months after the Effective Date Of This Agreement. A diagnosis of Rupture must be made in accordance with the criteria set forth in this Section III.A.

(ii) As set forth in Paragraph 2.3(ii) of Exhibit D to the Agreement, Supporting Medical Documentation for Rupture consists of contemporaneous operative reports, MRI reports and, if available, a pathology report, demonstrating that the claimant has had a Rupture.

(iii) In limited circumstances, such as situations in which the claimant cannot undergo explanation surgery due to medical reasons, the Claims Administrator may accept proof of Rupture consisting of an MRI examination where the MRI is performed by a qualified laboratory and read by a qualified radiologist and the radiologist makes a finding of a definite visible Rupture.

(iv) No Severity/Disability Categories are applicable to Rupture.

3.2. Explantation

(i) A diagnosis of and compensation for, Explantation must be made in accordance with the criteria set forth in this Section III.B.

(ii) "Explantation" means the surgical removal for any of the medical reasons listed below of one or more Dow Corning Breast Implants prior to the date eighteen (18) months after the Effective Date of this Agreement but "Explanation" does not include either any such removal that occurred after January 1, 1992 if the claimant whose Dow Corning Breast Implants were removed subsequently was implanted with any other silicone-gel Breast Implant, or any removal of Breast Implant(s) for purely cosmetic reasons.

(iii) The medical reasons for Explanation must have been contemporaneously documented in the claimant's medical records and are limited to the following:

(a) pain or tenderness,

(b) deformity,

(c) ancillary nodes,

(d) recurrent fibrous shell necessitating manual or operative Rupture, and/or

(e) Rupture, as described in Paragraph III.A, above.

(iv) As set forth in Paragraph 2.3(i) of Exhibit D of the Agreement, Supporting Medical Documentation for Explantation consists of contemporaneous medical records of the Explantation procedure providing the date of the Explantation procedure. Such medical records shall include the surgical report, contemporaneous hospital records including the hospital pathology report , the explanting surgeon's contemporaneous office notes and/or the bill from the explanting surgeon or private clinic.

(v) No Severity/Disability Categories are applicable to Explantation.

EXHIBIT B

NOTICE OF APPROVAL AND EFFECTIVE DATE

OF THE DOW CORNING/QUEBEC
BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

TO: All persons who, in Quebec, have received breast implants that were developed, designed, manufactured, fabricated, marketed, sold, distributed, or otherwise placed into the stream of commerce by Dow Corning Corporation or Dow Corning Canada, Inc. ("Dow Corning"), or who received such breast implants elsewhere than in Quebec and resided in Quebec on August 1, 1998.

1. COURT APPROVAL OF THE AGREEMENT

BE ADVISED that the Superior Court for the District of Montreal in the Province of Quebec has approved the "Dow Corning/Quebec Breast Implant Settlement Agreement," as amended January ___, 1999 (the "Agreement" or "Amendment") reached in the class action commenced in the Province of Quebec against Dow Corning, among other defendants, and the Plan of Reorganization of Dow Corning Corporation, of which the Agreement is part, has been confirmed. The Agreement encompasses all Quebec 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 (i.e., 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.

2. SUMMARY OF THE AGREEMENT

Under the terms of the Agreement:

- The Dow Corning Settlement Facility will pay a sum of $US 37,250,000 (approximately $CND 52,150,000) to settle the claims of the members of the Quebec Class;

- If you are a Settlement Class Member, to receive compensation you will not have to prove causation. However, you must show to the satisfaction of the Claims Administrator, and pursuant to the provisions and procedures in the Agreement, that (1) your breast implants are or were Dow Corning Breast Implants, and (2) that your

breast implant has ruptured or been explanted, or (3) you have or had a Designated Medical Condition, as described in the Agreement.

- If you are a Settlement Class Member who meets the criteria for being an "Eligible Claimant," as defined in the Agreement, you have several options:

    1. you can make an Expedited Settlement Claim for $CND 2,000, which will be paid before any other claims are paid;

    2. you can make an Explantation Claim for $CND 5,000;

    3. you can make a Rupture Claim for $CND 12,000;

    4. you can choose to apply for compensation for one or more of the Designated Medical Condition(s). Under this option, the amount you will receive will depend upon the total number of registered claimants and will vary according to the nature of your medical condition, the level of your disability and whether you had multiple breast implants or certain pre-existing conditions, as described in the Agreement.

    Note that you may make a claim under any one of these options alone, or you may make both an Expedited Settlement Claim and an Explantation Claim, or you may make both a Rupture Claim and a claim for compensation for a Designated Medial Condition. If you make an Expedited Settlement Claim or an Explantation Claim, however, you may not make either a Rupture Claim or a claim for compensation for a Designated Medical Condition, or visa versa.

TO BE ELIGIBLE FOR <u>ANY</u> COMPENSATION, YOU <u>MUST</u> REGISTER WITH THE CLAIMS ADMINISTRATOR. SUCH REGISTRATION MUST BE MADE EVEN THOUGH YOU MAY HAVE GIVEN YOUR NAME TO 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

- If you choose to make an Expedited Settlement Claim, you must register and submit your claim by _____ (the Registration & Claim Deadline).

- If you choose to make an Explantation Claim you must register and submit your claim by _____ (the Registration & Claim Deadline).

- If you choose to make a Rupture Claim, you must register by the Registration & Claim Deadline and submit your claim by _____ (the Registration & Claim Deadline).

- If you choose to make a claim for compensation for one or more Designated Medical Conditions, you must register by _____ (the Registration & Claim Deadline) and you must submit your claim by _____ (the Final Claim Deadline). To receive compensation for a Current Claim for a Designated Medical Condition you must both register and submit your claim by _____ (the Registration & Claim Deadline).

4. FURTHER INSTRUCTIONS

IMPORTANT: to obtain 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:

LAUZON, BÉLANGER
511, Place D'Armes
Bureau 200
Montreal, PQ H2Y 2W7
CANADA
Telephone: 514-844-4646
Facsimile: 514-844-7009

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 Superior Court for the District of Montreal in the Province of Quebec.

COUPON

REQUEST FOR
INSTRUCTIONS FOR SETTLEMENT CLASS MEMBERS
REGARDING DOW CORNING/QUEBEC
BREAST IMPLANT LITIGATION SETTLEMENT

Last Name: _____

First Name: _____

Address: _____

City: _____

Province: _____

Country: _____

Postal Code: _____

Telephone: (home) _____

(work) _____

Information in English _____
Information en Français _____

Please mail this coupon to:

Claims Administrator
P.O. Box _____
Montreal, Quebec _____

EXHIBIT C

METHOD OF DISSEMINATION OF NOTICES

1. NOTICE OF APPROVAL AND EFFECTIVE DATE

1.1. 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 Settlement Class Members individually or through their counsel the Notice of Approval and Effective Date, attached as Exhibit B to the Agreement.

1.2. The Notice of Approval and Effective Date will be published once in each of the following newspapers:

La Presse (Montreal)
Le Journal de Montreal (Montreal)
The Gazette (Montreal)
Le Soleil (Quebec)
Le Journal de Quebec (Quebec)
Le Nouvelliste (Trois-Rivieres)
Le Quotidien (Chicoutimi)
La Tribune (Sherbrooke)
Le Droit (Ottawa/Hull)

1.3. 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 Paragraph 1.2, above, and to radio and television stations, including CP Wire Service, CBC TV, CBC Radio (French and English), CTV, TVA, SRC and Global Television.

2. COST OF DISSEMINATION

As set forth in Subparagraph 2.2(ii) of the Agreement, Dow Corning will pay the costs of disseminating the notices and press release described in Section 1, above, in the manner set forth herein.

EXHIBIT D

CLAIMS ADMINISTRATION PROCEDURES

The procedures set forth herein for the administration of the settlement payments identified in Paragraph 4.1 of the Dow Corning/Quebec Breast Implant Litigation Settlement Agreement ("Agreement") and for the registration, submission, processing, approval, compensation and appeal of claims pursuant to the Agreement were prepared by Settlement Class Counsel on behalf of the Plaintiff and the Settlement Class Members she represents. The procedures will be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the Quebec 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. The Initial Payment

Subject to the direction of the Quebec Court, the Initial Payment of two million seven hundred and fifty thousand dollars in United States currency ($US 2,750,000.00) described in Subparagraph 4.1(i) of the Agreement, and any interest accruing thereon, will be used first to pay approved Expedited Settlement Claims, less Settlement Class Counsel fees, disbursements and partial interim administrative costs (such disbursements and partial interim administrative costs to consist of a maximum of five hundred thousand dollars in Canadian currency ($CND 500,000.00), and then may be used to pay other approved claims. Each Approved Expedited Settlement Claimant shall be entitled to receive a one-time payment of two thousand dollars in Canadian currency ($CND 2,000.00).

1.2. The Second Through Fifth Payments

Subject to the direction of the Quebec Court, the second, third, fourth and fifth payments described in Subparagraphs 4.1(ii), (iii), (iv) and (v) of the Agreement, and any interest accruing thereon, will be used to pay remaining approved Expedited Settlement Claims, if any, approved Explantation Claims, Rupture Claims and/or Current Claims, less Settlement Class Counsel fees, disbursements and administrative costs. Subject to the terms and conditions of the Agreement, each Approved Claimant shall be entitled to receive payment and compensation to be calculated in accordance with the ratios or amounts indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement.

1.3. The Sixth Payment

Subject to the direction of the Quebec Court, the sixth payment described in Subparagraph 4.1 (vi) of the Agreement, and any interest accruing thereon, will be used to pay approved Ongoing Claims, less Settlement Class Counsel fees, disbursements and administrative costs. Subject to the terms and conditions of the Agreement, each Approved Ongoing 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.

Compensation payable to Approved Ongoing Claimants may be increased to reflect a "cost of living" adjustment, pursuant to an appropriate index and subject to the Quebec Court's approval, provided monies are available at the end of the Allocation Period during which claims are being administered, and provided Approved Ongoing Claimants do not otherwise receive greater compensation than similarly situated Approved Current Claimants.

1.4. Settlement Class Counsel Fees

(i) The Quebec 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 Quebec Court and paid to Settlement Class Counsel or as the Quebec Court directs.

(ii) Plaintiff and Settlement Class Counsel undertake and warrant to Dow Corning that immediately after Settlement Class Counsel fees have been approved by the Quebec Court, they shall direct the Claims Administrator to withhold from such Settlement Class Counsel fees, an amount sufficient to reimburse the *Fonds d'aide aux recours collectifs* ("*Fonds*") for all monies granted and paid out by the *Fonds* to the Plaintiffs with respect to the Quebec Class Action.

2. REGISTRATION & CLAIM FORM AND OTHER DOCUMENTATION

2.1. Registration

The Registration & Claim Form is designed to enable an Eligible Claimant to register to participate in the settlement and to make an Expedited Settlement Claim, an Explantation Claim, a Rupture Claim, a Current Claim or an Ongoing Claim. Subject to the Quebec Court's approval, the Registration & Claim Form shall be in the form attached as Exhibit E-1 to the Agreement. Sections 1 through 5 and 7 constitute the registration portion of the form, and Section 6 and 7 constitute the claim portion of the form.

Eligibility for approval requires proper completion and execution of the Registration & Claim Form, including declaring in Section 2 of that form that the Eligible Claimant (1) has not accepted nor agreed to accept compensation from any of Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants pursuant to any means other than the Agreement, (2) has not released, by settlement, judgment, court order or otherwise, Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants, and (3) has not had dismissed her action(s) against Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants.

The Registration & Claim Form shall be accompanied by Product Identification Documentation sufficient to establish that the Eligible Claimant's Breast Implants are or were Dow Corning Breast Implants, as provided in Section 2.2, below.

2.2. Additional Registration Information: Product Identification Documentation

(i) To be deemed sufficient to establish that the Settlement Class Member's Breast Implants are or were Dow Corning Breast Implants "Product Identification Documentation" shall consist of:

a. hospital records or the implanting surgeon's report of the surgery specifying that the Settlement Class Member was implanted with Dow Corning Breast Implants;

b. certified copies of medical records that contain the package label for the Dow Corning Breast Implants with which the Settlement Class Member was implanted; or

c. if the Product Identification Documentation specified in Subparagraphs 2.2(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 Settlement Class Member's Dow Corning Breast Implants was performed, stating that the Settlement Class Member was implanted with Dow Corning Breast Implants.

Such statement cannot rest upon unacceptable and insufficient proof of product identification as outlined in Subparagraph 2.2(iv), below, and it must be accompanied by an affidavit from the Settlement Class Member stating:

- the steps taken by the Settlement Class Member to obtain Product Identification Documentation as outlined in Subparagraphs 2.2(i)(a) and (b), above; and

- the responses, if any, to those steps.

(ii) If a Settlement Class Member is unable to provide Product Identification Documentation as outlined in Subparagraph 2.2(i), above, and the Settlement Class Member was implanted with Breast Implants in Quebec at any time between March 1, 1979 and February 26, 1984, the Settlement Class Member may attach Laperriere Product Identification, as that term is defined in Paragraph 1.27 of the Agreement and described in Exhibit E-5 to the Agreement.

Such Laperriere Product Identification must be accompanied by an affidavit from the Settlement Class Member stating:

- the steps taken by the Settlement Class Member to obtain Product Identification Documentation as outlined in Subparagraphs 2.2(i), above; and

- the responses, if any, to those steps.

(iii) If a Settlement Class Member is unable to provide Product Identification Documentation as outlined in Subparagraphs 2.2(i) or (ii), above, the Settlement Class Member 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 2.2(iv), below.

Such other objective verification as described in Subparagraph 2.2 (iii), above, must be accompanied by an affidavit from the Settlement Class Member stating:

a. the steps taken by the Settlement Class Member to obtain the Product Identification Documentation outlined in Subparagraphs 2.2(i) and (ii), 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 Settlement Class Member or any other person that seeks to identify the manufacturer or brand based upon recollection, shall be unacceptable and insufficient proof of product identification.

(v) If a Settlement Class Member is unable to swear out an affidavit as outlined in Subparagraphs 2.2 (i)(c), (ii), (iii) or (iv), above, she may produce a declaration explaining the circumstances why she cannot be sworn before a commissioner of oaths. In such a case Settlement Class Counsel and the Claims Administrator will evaluate these reasons and determine if such reasons are acceptable. If both agree that the reasons are acceptable, the declaration will be considered sufficient. In case of a disagreement between Settlement Class Counsel and the Claims Administrator, the individual case will be submitted to the Quebec Court.

2.3. Making a Claim

To make a claim, a Settlement Class Member must complete Sections 6 and 7 of the Registration & Claim form and submit the supporting Medical Documentation necessary to establish her eligibility for the claim she is making.

2.4. Additional Claim Information: Supporting Medical Documentation

(i) For Explantation

Supporting Medical Documentation for Explantation shall consist of any of the following types of documents, so long as the document(s) submitted set forth or establish clearly the date of the Explantation:

a. the surgical report;

b. contemporaneous hospital records (including the hospital pathology report);

c. the explanting surgeon's contemporaneous office notes; or

d. the bill from the explanting surgeon or private clinic.

(ii) For Rupture

Supporting Medical Documentation for Rupture shall consist of documentation that a silicone-gel Dow Corning Breast Implant has been removed. Such documentation must consist of a contemporaneous operative report and, if available, a pathology report.

(iii) For Designated Medical Conditions

Supporting Medical Documentation for Designated Medical Conditions shall consist of:

a. a clinical diagnosis made by a Licensed Medical Specialist, together with the examination reports and test results on which the diagnosis is based, that will enable the Claims Administrator to verify the Designated Medical Condition for which compensation is being claimed and to assign the Eligible Claimant to a Severity/Disability Category; and

b. where applicable pursuant to the Medical Conditions List, a Statement of Disability, as defined in Paragraph I.E of Exhibit A-2 to the Agreement, from a treating physician who has performed a disability examination and evaluation of the Eligible Claimant.

3. PROCEDURES AND DEADLINES FOR REGISTERING AND MAKING CLAIMS

3.1. Expedited Settlement Claims

In order to make an Expedited Settlement Claim, a Settlement Class Member must mail to the Claims Administrator, postmarked on or before the Registration & Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation, as provided in Paragraph 2.2, above;

(iii) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit F-4 to the Agreement.

A Settlement Class Member who makes an Expedited Settlement Claim may also make an Explantation Claim but may not make a Rupture Claim or a claim as a Current Claimant or an Ongoing Claimant for compensation for any Designated Medical Condition.

3.2. Explantation Claims

In order to make an Explantation Claim, a Settlement Class Member who had an Explanation must mail to the Claims Administrator, postmarked on or before the Registration and Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation, as provided in Paragraph 2.2, above;

(iii) acceptable Supporting Medical Documentation as provided in Paragraph 2.4, above; and

(iv) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

A Settlement Class Member who makes an Explantation Claim may also make an Expedited Settlement Claim but may not make a Rupture Claim, a Current Claim or an Ongoing Claim.

An Eligible Claimant who has her Dow Corning Breast Implant removed during the ninety (90) days immediately preceding the Registration & Claim Deadline will be allowed thirty (30) days beyond the Registration & Claim Deadline to submit her properly completed and executed Product Identification Documentation and Supporting Medical Documentation.

3.3. Rupture Claims

In order to make a Rupture Claim, a Settlement Class Member must mail to the Claims Administrator, postmarked on or before the Registration & Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation as provided in Paragraph 2.2, above;

(iii) acceptable Supportive Medical Documentation as provided in Paragraph 2.4, above; and

(iv) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

A Settlement Class Member who makes a Rupture Claim may also make a Current Claim for Designated Medical Condition or an Ongoing Claim for Designated Medical Condition, but may not make an Expedited Claim or an Explantation Claim.

3.4. Current Claims for Designated Medical Conditions

In order to make a Current Claim for compensation for a Designated Medical Condition, a Settlement Class Member must mail to the Claims Administrator, postmarked on or before the Registration & Claim Deadline all of the following:

(i) a properly completed and executed Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement attaching, if necessary, an Affidavit of Unrepresented Settling Claimant;

(ii) acceptable Product Identification Documentation, as provided in Paragraph 2.2, above;

(iii) acceptable Supporting Medical Documentation, as provided in Paragraph 2.4, above; and

(iv) a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

A Settlement Class Member who makes a Current Claim for compensation for a Designated Medical Condition may make also a Rupture Claim or a further Ongoing Claim if her condition worsens, but she may not make an Expedited Settlement Claim or an Explantation Claim.

3.5. Ongoing Claims for Designated Medical Conditions

In order to make an Ongoing Claim for compensation for a Designated Medical Condition, a Settlement Class Member must:

(i) mail to the Claims Administrator, postmarked no later than the Registration & Claim Deadline all of the following:

a. a Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement, with Sections 1 through 5 and 7 properly completed and executed attaching, if necessary, an Affidavit of Unrepresented Settling Claimant; and

b. acceptable Product Identification Documentation as provided in Paragraph 2.2, above; and

(ii) mail to the Claims Administrator, postmarked no later than the Final Claim Deadline all of the following:

a. a Registration & Claim Form, the form of which is attached as Exhibit E-1 to the Agreement, with Sections 6 and 7 properly

completed and executed including all claims information along with identifying registration information; and

b. acceptable Supporting Medical Documentation, as provided in Paragraph 2.4, above; and

c. a properly completed and executed Release of Dow Corning and the Released Parties, the form of which is attached as Exhibit E-4 to the Agreement.

3.6. Notice of Final Claim Deadline

At a reasonable time before the Final Claim Deadline, notice, in a form to be approved by the Quebec Court after consultation with Settlement Class Counsel and the Claims Administrator, shall be given to all registered Settlement Class Members to inform them of the Final Claim Deadline and its effect.

4. GENERAL CLAIMS PROCESSING GUIDELINES

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

4.2. If the Claims Administrator has a reasonable basis to believe a claim is fraudulent, he or she shall bring the claim to the Quebec Court for resolution.

4.3. Technical Deficiencies

(i) If, during claims processing, the Claims Administrator finds that technical deficiencies exist in a Settlement Class Member's Registration & Claim Form, Solicitor's Certificate of Independent Legal Advice or Affidavit of Unrepresented Settlement Class Member, Product Identification Document, Supporting Medical Documentation or other documentation, the Claims Administrator shall notify via registered mail the Settlement Class Member or her counsel, if represented, of the technical deficiencies, and shall allow the Settlement Class Member sixty (60) days from the date of receipt of such notice to correct the deficiencies. If the deficiencies are not corrected within the sixty (60) day period, the Claims Administrator shall reject the claim without prejudice to the right of the Settlement Class Member to resubmit the claim for consideration as an Ongoing Claim, provided the Settlement Class Member is able to meet the Final Claim Deadline and other requirements set forth in this Agreement.

(ii) As made clear by Subparagraph 5.4(ii), the technical deficiencies referred to in this Paragraph 4.3 shall not include missing the deadlines for registering,

making claims or submitting any required documentation as set forth in this Agreement.

4.4. In the event a Settlement Class Member who is a Dow Corning Breast Implant Recipient satisfies the Claims Administrator that her failure to mail in the registration portion of the Registration & Claim Form and/or Product Identification Documentation on or before the Registration & Claim Deadline was a result of incapacitating illness or other good cause, the Claims Administrator may consider her claim as an Ongoing Claim. In no event shall the Claims Administrator consider Registration & Claim Forms, Product Identification Documentation, and/or Supporting Medical Documentation postmarked after the Final Claim Deadline.

5. APPROVAL OR REJECTION OF CLAIMS

5.1. Expedited Settlement Claims

In order for an Eligible Claimant to become an Approved Expedited Settlement Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

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

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above; and

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

5.2. Explantation Claims

In order for an Eligible Claimant to become an Approved Explantation Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that, subject to the exception provided in Paragraph 3.2, above, regarding an Eligible Claimant who has her Dow Corning Breast Implant removed during the ninety (90) days immediately preceding the Registration & Claim Deadline:

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

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.4, above; and

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

5.3. Rupture Claims

In order for an Eligible Claimant to become an Approved Rupture Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

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

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation establishes that she has or had at least one Rupture and meets the criteria outlined in Paragraph 2.4, above;

(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.

5.4. Current Claims for Designated Medical Conditions

In order for an Eligible Claimant to become an Approved Current Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

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

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Registration & Claim Deadline and such documentation establishes that she has or had at least one Designated Medical Condition and meets the criteria outlined in Paragraph 2.4, above;

(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.

5.5. Ongoing Claims for Designated Medical Conditions

In order for an Eligible Claimant to become an Approved Ongoing Claimant and receive payment pursuant to Section 6.1 of the Agreement and Section 1, above, the Claims Administrator must determine that:

(i) the Eligible Claimant forwarded the completed registration portion of the Registration & Claim Form to the Claims Administrator postmarked on or before the Registration & Claim Deadline;

(ii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Registration and Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.2, above;

(iii) the Eligible Claimant completed and forwarded the claim portion of the Registration & Claim Form to the Claims Administrator postmarked on or before the Final Claim Deadline;

(iv) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before 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 Paragraph 2.4, above;

(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.

5.6. Reports, Notification and Payment

(i) The Claims Administrator shall notify via registered mail Eligible Claimants, or their counsel if they are represented, as to the (1) approval or rejection of their claims and (2) their placement on the Compensation Schedule.

(ii) Subject to Section 1, above, the Claims Administrator shall promptly make arrangements to pay Approved Expedited Settlement 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 Settlement Claims were received. Subject to the ongoing authority of the Quebec Court, all Approved Expedited Settlement Claimants shall be paid in full before payment of any Approved Explantation Claim, Approved Current Claim or Approved Ongoing Claim.

(iii) Subject to Section 1, above, the Claims Administrator shall promptly make arrangements to pay Approved Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties and Approved Ongoing Claimants who have submitted properly executed Releases of Dow Corning and the Released Parties. Should appeals filed pursuant to Section 10, below, if any, not be decided promptly, the Claims Administrator may, after consultation with Settlement Class Counsel and with leave of the Quebec Court, make partial payment to Approved Claimants who have not filed such appeals.

6. COMPENSATION FOR PRE-EXISTING MEDICAL CONDITIONS

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

6.1. 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.

6.2. 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.

6.3. 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 -- Category C to Scleroderma -- Category 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 -- Category A), and (ii) the amount of compensation to which other Approved Claimants in the lower compensated group are entitled (e.g., Scleroderma – Category C) at the time the claim is approved.

7. COMPENSATION FOR MULTIPLE MEDICAL CONDITIONS

Any Eligible 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 a Designated Medical Condition is entitled to compensation for both to be calculated in accordance with the ratios and amounts indicated in the Compensation Schedule.

8. COMPENSATION FOR MORE SERIOUS MEDICAL CONDITIONS DEVELOPING AFTER AN AWARD OF COMPENSATION

Any Approved 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 the Agreement, to compensation as otherwise provided in the 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.

9. COMPENSATION FOR MULTIPLE IMPLANTS

9.1. It is recognized by the Plaintiff and Dow Corning that some Settlement Class Members 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 a

percentage of the compensation paid to other Approved Claimants with only Dow Corning Breast Implants. Such percentage shall be based upon the ratio between 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 twenty-five percent [25%] of the compensation that would be awarded to a similarly situated Approved Claimant with only Dow Corning Breast Implants.)

9.2. 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 documentation to the Claims Administrator to modify the effect of the percentage-based calculation referred to in Paragraph 9.1, above. In rendering its decision under this Section 9, the Claims Administrator may consider only the length of time each respective Breast Implant was in place.

9.3. In any case where an Approved Claimant with multiple Breast Implants has received compensation from the **MEC Settlement** (i.e., 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., and in the Ontario Court [General Division], as approved by the Honourable Mr. Justice Warren K. Winkler, respectively, Power et al. v. Bristol-Myers Squibb Co., No. 500-06-000004-917, and Serwaczek v. Medical Engineering Corp., Court File No. 17629/94), the **Baxter Settlement** (i.e., the class action settlement of breast implant claims entered into by various parties in the Quebec Superior Court, as approved by the Honourable Mr. Justice Irving Halperin, and in the Ontario Court [General Division], as approved by the Honourable Mr. Justice Warren K. Winkler, and as subsequently revised and approved as, respectively, Pelletier and Lamontagne v. Baxter Healthcare Corp. & Baxter Int'l Inc., No. 500-06-000005-955, and Jones and Furneaux v. Baxter Healthcare Corp. and Baxter Int'l Inc., No. 18169/94) or the **U.S. Settlement** (i.e., 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), 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 Paragraphs 9.1 and 9.2, above, so that the Approved Claimant's percentages of compensation from the MEC Settlement, Baxter

Settlement, the U.S. Settlement and the Agreement do not exceed a cumulative total of one hundred percent (100%) of the amount allowable under the Agreement. (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.) The Claims Administrator shall obtain from the claims administrators of the above class action settlements a list of the indemnities paid out to multiple implant claimants. The Claims Administrator may, if necessary, apply to the Quebec Court for a court order for the release of the above information from the claims administrators of the MEC Settlement, the Baxter Settlement and the U.S. Settlement for administrative purposes.

10. APPEAL OF CLAIMS

10.1. Procedure

An Eligible Claimant shall be granted sixty (60) days from the date she receives notification pursuant to Subparagraph5.6(i), above, 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 Quebec Court except that the Claims Administrator will have the discretion to approve claims which it determines will be successful on appeal.

10.2. Final Decision

The judgment of the Quebec 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.

11. DISPOSITION OF REMAINDER OF FUNDS AFTER THE FINAL CLAIM DEADLINE

After the distribution of initial payments to Approved Ongoing Claimants, the Claims Administrator shall distribute any funds remaining among all claimants whose claims for compensation for a Designated Medical Condition were approved on a *pro rata* basis or in such other equitable manner as may be approved by the Quebec Court.

EXHIBIT E-1

REGISTRATION & CLAIM FORM

Any person who wants to file a claim pursuant to the Dow Corning/Quebec Breast Implant Litigation Settlement Agreement must submit the attached form.

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

THE INFORMATION PROVIDED IN THE REGISTRATION & CLAIM FORM WILL REMAIN CONFIDENTIAL EXCEPT AS PROVIDED IN THE DOW CORNING/QUEBEC BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

Please mail this Registration & Claim Form to:

The Claims Administrator of the
Dow Corning/Quebec Breast Implant Litigation Settlement Agreement

P.O. Box _____
Montreal, Quebec

Refer to the Agreement and especially to the Claims Administration Procedures for information regarding the submission of required documentation.

To register and make an Expedited Settlement Claim, an Explantation Claim, a Rupture Claim or a Current Claim, a completed Registration & Claim Form and all required documentation must be submitted to the Claims Administrator by the Registration & Claim Deadline of _____.

To register to make an Ongoing Claim for compensation for a Designated Medical Condition that may arise before the Final Claim Deadline, you must complete and submit Sections 1 through 5 and 8 of the Registration & Claim Form and Product Identification Documentation to the Claims Administrator by the Registration and Claim Deadline of _____, and you must submit Sections 6 through 8 of the Registration & Claim Form and Supporting Medical Documentation to the Claims Administrator by the Final Claim Deadline of _____.

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.

1. IDENTIFICATION OF CLAIMANT		
Last Name	First Name	Middle Initial
Maiden Name		
Current Address Street City Province Country Postal Code		
Telephone No. (day)	Health Card Number (IRAMQ No.)	
Date of Birth	Date of Death (if deceased)	

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 Telephone No.

If the information provided above changes, you must inform the Claims Administrator in writing.

Check the responses below that apply and provide additional information where requested. Attach additional pages if necessary.

2. INFORMATION REGARDING ELIGIBILITY		
Did you reside in Quebec on August 1, 1998?	_____ No	_____ Yes

I declare (check **all** that apply):	
	I have not accepted nor agreed to accept compensation from Dow Corning or any of the Released Parties with respect to Dow Corning Breast Implants (other than under this Agreement).
	I have not released, by settlement, judgment, court order or otherwise, Dow Corning or any of the Release Parties with respect to Dow Corning Breast Implants.
	My action or actions, if any, against Dow Corning and/or any of the Released Parties with respect to Dow Corning Breast Implants have not been dismissed.

3. INFORMATION REGARDING CLAIMS AGAINST DOW CORNING			
If you filed a proof of claim in the U.S. Bankruptcy Court, what is the number assigned to your claim?____			
Are or were you a party in a breast implant lawsuit (other than a class action) against Dow Corning?			
	No.		
	Yes. If yes, please provide the following information regarding each claim you have filed and/or served, attaching additional pages if necessary: Docket or Case Number assigned to your claim: Date the claim was filed: Date the claim was served: Name and address of the court in which the claim was filed:		
4. INFORMATION REGARDING DOW CORNING BREAST IMPLANTS			
	Please provide below the date and place of implantation of your Dow Corning Breast Implant(s), and (if known) the name and/or model of your Dow Corning Breast Implant(s). Please list both silicone and saline implants.		
	Date	City, Province	Name/Model
	Date	City, Province	Name/Model
	Date	City, Province	Name/Model
	Date	City, Province	Name/Model
5. INFORMATION REGARDING OTHER TYPES OF BREAST IMPLANTS			
a.	Please provide the date and place of implantation of silicone breast implant(s) <u>other than</u> Dow Corning Breast Implant(s) and (if known) the name, model and/or manufacturer of your implant(s).		
	Date	City, Province	Name/Model/Manufacturer of Implant
	Date	City, Province	Name/Model/Manufacturer of Implant

b.	Have you filed a claim against or registered for compensation from any other breast implant manufacturer (e.g., from Bristol-Myers Squibb Company, Baxter Healthcare Corporation and Baxter International, Inc., or from another manufacturer through the U.S. Settlement presided over by Judge Sam Pointer)?			
		No.		
		Yes.		
			If yes, from which manufacturer?	
			If yes, have you received or been approved to receive compensation?	
6. INFORMATION REGARDING THE CLAIMS YOU ARE MAKING UNDER THE AGREEMENT				
a.	**EXPEDITED SETTLEMENT CLAIM:** Do you wish to make an Expedited Settlement Claim, as defined in the Agreement and Exhibit A-2 thereto, for payment of $CND 2,000, which will be paid before any other claims, instead of making a claim for compensation for a Designated Medical Condition or for Rupture?			
		No.		
		Yes.		
b.	**EXPLANTATION CLAIM:** Do you wish to make an Explantation Claim, as defined in the Agreement and Exhibit A-2 thereto, for payment of $CND 5,000? You may make such a claim in addition to an Expedited Settlement Claim, but you may not make such a claim if you are making a claim for compensation for a Designated Medical Condition or for Rupture.			
		No.		
		Yes.		
		If you checked the Explantation Claim option, please provide the date and place of each Explantation you have had. If your implant(s) was (were) replaced, provide (if known) the name, model and/or manufacturer of your replacement implant(s):		
		Date of Explantation:	City, Province:	
		Name, Model and/or Manufacturer of Replacement Implant:		
		Date of Explantation:	City, Province:	

	Name, Model and/or Manufacturer of Replacement Implant:			
c.	**RUPTURE CLAIM:** Do you wish to make a Rupture Claim as defined in the Agreement and Exhibit A-2 thereto for payment of $CND 12,000?			
		No.		
		Yes.		
d.	**CLAIM FOR A DESIGNATED MEDICAL CONDITION:** Do you wish to make a claim for compensation for compensation for one or more Designated Medical Conditions, as defined in the Agreement and Exhibit A-2 thereto? If so, what are the Designated Medical Conditions for which you are making a claim? (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 Designated Medical Conditions above, please specify:			
	(i) the Severity/Disability Category (as defined in the Agreement) you are claiming (refer to your Statement of Disability):			
	A	B	C	D (for Sclerosis/Scleroderma/Lupus only)
	(ii) the number of years between the insertion and the removal of your Dow Corning Breast Implant:			
7. IDENTIFICATION OF PERSON SIGNING THIS FORM				

	I am the above-identified breast implant recipient or the guardian, custodian, executor, administrator or court-appointed representative of the above-identified registrant (or her estate). I am signing this Registration & Claim Form to make a claim for benefits under the Dow Corning/ Quebec Breast Implant Settlement Agreement. **With this Registration & Claim Form, as required under the Agreement, I am attaching** (check all that apply): ___ Supporting Medical Documentation ___ Product Identification Documentation ___ Solicitor's Certificate of Independent Advice (If you are represented by counsel, he or she must submit such a certificate regarding your claim.) ___ Affidavit of Unrepresented Settlement Class Member (Attach if you are not represented by counsel.) ___ Release of Dow Corning and the Released Parties
	If you are the representative of a claimant and not the claimant herself, please provide the following: Name: Title: Mailing Address: Telephone Number:

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

Date Signed	Signature of Claimant or Representative

8. AUTHORIZATION OF RELEASE OF MEDICAL RECORDS	
	Pursuant to this direction, I hereby authorize and direct the release to the Claims Administrator of the Dow Corning/Quebec Breast Implant Settlement Agreement of any medical information or records held by any person concerning (1) the identity or identities of the manufacturer or manufacturers of any and all breast implants I have had, (2) any and all breast implant surgery or surgeries I have had, (3) any and all injuries, illnesses and other medical problems allegedly related to any and all breast implants I have had, and (4) any and all injuries, illnesses and other medical problems that predated any breast implantation I have had. For such release, this "Authorization of Release of Medical Records" shall be good and sufficient authority.
Date Signed	Signature of Claimant or Representative

EXHIBIT E-2

C A N A D A
PROVINCE OF QUEBEC

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

MANON DOYER,

Petitioner,

v.

DOW CORNING CORPORATION and
DOW CORNING CANADA, INC.,

Respondents.

PROVINCE OF QUEBEC
Superior Court
District of Montreal
(Class Action)
No. 500-06-000013-934
Honourable Mr. Justice Daniel H. Tingley

SOLICITOR'S CERTIFICATE
OF INDEPENDENT LEGAL ADVICE

(To be submitted to the Claims Administrator before or simultaneously with the submission of the Registration & Claim Forms by the Settlement Class Members listed by the Solicitor on Attachment 1 hereto who are represented by the Solicitor identified below.)

I, _____, Solicitor, hereby certify that:

1. I am a solicitor licensed to practice in _____;

2. I represent the Settlement Class Members whose names are listed on Attachment 1 to this Certificate;

3. I obtained a copy of the "Quebec/Dow Corning Breast Implant Litigation Settlement Agreement," as amended January ___, 1999 ("Agreement" or "Amendment") and prior to each such Settlement Class Member's signing and submitting a Registration & Claim Form pursuant to the Agreement, I explained to each such Settlement Class Member and provided legal advice regarding the nature and effect of the terms of the Agreement. That advice included an explanation of the importance of making full disclosure to the Claims Administrator of all

information regarding her breast implant surgeries, the identity(ies) of the manufacturer(s) of her breast implant(s), her medical condition(s) allegedly related to her breast implant(s), other claims she may have or had related to her breast implant(s), and the consequences that may result if such information is not revealed to the Claims Administrator. I also explained to the Settlement Class Member that the Authorization of Release of Medical Records in the Registration & Claim Form will be forwarded to the Claims Administrator so the Claims Administrator can verify the information provided.

Signed at _____ _____
this _____ day of _____, 1999 Solicitor's Signature
Solicitor's address *(Please type or print)*

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

Attach List of Settlement Class Members as Attachment 1 hereto.

EXHIBIT E-3

C A N A D A
PROVINCE OF QUEBEC

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

MANON DOYER,

Petitioner,

v.

DOW CORNING CORPORATION and
DOW CORNING CANADA, INC.,

Respondents.

PROVINCE OF QUEBEC
Superior Court
District of Montreal
(Class Action)
No. 500-06-000013-934
Honourable Mr. Justice Daniel H. Tingley

AFFIDAVIT OF UNREPRESENTED SETTLEMENT CLASS MEMBER

_____
Settlement Class Member *(Please type or print)*

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

1. I am a Settlement Class Member in the within action, and have agreed to participate in the Dow Corning/Quebec Breast Implant Litigation Settlement Agreement (the "Agreement") involving these Defendants.

2. All the information contained in the Registration & Claim Form that I have submitted to the Claims Administrator is true.

3. I have executed the Authorization of Release of Medical Records in the Registration & Claim Form 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. I make this Affidavit and execute the Authorization of Release of Medical Records in order to provide the Claims Administrator of the Dow Corning/Quebec Breast Implant Litigation Settlement 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 Agreement.

Signed:_____
Settlement Class Member

SWORN BEFORE ME

At the City of _____

In the Province of _____

This _____ day of _____

A.D. 199___

_____ A Commissioner, etc.

EXHIBIT E-4

RELEASE OF DOW CORNING AND THE RELEASED PARTIES

_____

Settlement Class Member *(Please type or print)*

This release ("Release") is executed by or on behalf of the above-named person, who is a Settlement Class Member as that term is defined in the "Dow Corning/Quebec Breast Implant Litigation Settlement Agreement," as amended January ___, 1999 (which agreement is referred to herein as the "Agreement").

WHEREAS, the Settlement Class Member named above is a recipient of at least one Dow Corning Breast Implant, as that term is defined in the Agreement;

WHEREAS, the Settlement Class member alleges that she has suffered injury or harm caused by or related to her Dow Corning Breast Implant;

WHEREAS, the Quebec Class Action, as 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 Quebec Class Action entered into the Agreement with Dow Corning regarding the compensation of the Settlement Class Members and the cessation of the Quebec Class Action;

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

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

WHEREAS, Subparagraph 5.1 (iv) of the Agreement requires an Approved Claimant to execute a release confirming the release of Dow Corning and the 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 Settlement Class Member 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 male references include the feminine.

II. EXCLUSIVE REMEDY

The Settlement Class Member acknowledges that the Agreement provides her sole and exclusive remedy for any Dow Corning Breast Implant Claims 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 Settlement Class Member acknowledges that Dow Corning shall not have any involvement in the apportionment of the Settlement Amount as between the Settlement Class Member and other Settlement Class Members, nor any involvement in or responsibility for the actual disbursement of any sum to the Settlement Class Member.

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 and the Settlement Class Member's share of the Settlement Amount (if any) as determined by the Claims Administrator, and as reflected herein, every Dow Corning Breast Implant Claim the Settlement Class Member had, has or may have in the future on the Effective Date Of This Agreement, as defined in the Agreement, was and is now conclusively compromised, settled, released and discharged, and as of the Effective Date Of This Agreement, the Settlement Class Member forever releases and discharges 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, from any past, present and future claims, actions, demands and liabilities of any nature whatsoever relating to Breast Implants.

V. WARRANTIES

The Settlement Class Member 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 & Claim Form, Affidavit Unrepresented of Settlement Class Member 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 Breast Implant claims.

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 Settlement Class Member or on her behalf in connection with Dow Corning Breast Implant Claims and the Agreement.

VIII. EXECUTION

This Release will be executed by the Settlement Class Member and delivered to the Claims Administrator who shall deliver it to Dow Corning pursuant to the provisions of Subparagraph 5.1 (iv) of the Agreement.

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

Signed Under Seal

Dated _____ By: _____
(*signature*)

Witnesses by _____ Name: _____
(*signature*) (*Please type or print*)

Name: _____ Address: _____
(*Please type or print*)

_____

_____

EXHIBIT E-5

LAPERRIERE PRODUCT IDENTIFICATION

Considering that between March 1, 1979 and February 26, 1984, inclusive:

1. Mr. Real Laperriere was the sole distributor of Dow Corning Breast Implants in the Province of Quebec, and

2. there were virtually no other breast implants sold in the Province of Quebec during that period.

Therefore, a Settlement Class Member who submits a letter from Mr. Real Laperriere to the effect that he sold Dow Corning Breast Implants to her surgeon, clinic or hospital in the Province of Quebec on or near the date the Settlement Class Member received her implants from that surgeon, clinic or hospital will be deemed to have provided sufficient Product Identification Documentation under the Agreement to establish that her Breast Implants are or were Dow Corning Breast Implants.

The Parties understand that Mr. Real Laperriere has maintained detailed sales records that document the sale of each Dow Corning implant product for which he was the distributor to a particular surgeon, clinic or hospital and the date of such sales. The Parties understand that the letters described above are based upon these detailed sales records and agree to request from Mr. Real Laperriere an affidavit confirming that in preparing the letters described above he reviewed these sales records and that the sales records confirm the information reported in the letters. The Parties further agree that counsel for Dow Corning, Settlement Class Counsel and/or the Claims Administrator may request that Mr. Real Laperriere make available his sales records for inspection and answer any questions about such records concerning issues of product identification.

EXHIBIT F(a)

WITHDRAWAL OF THE DOW CHEMICAL QUEBEC MOTION FOR AUTHORIZATION

CANADA

SUPERIOR COURT
(Class Action)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No: 500-06-000013-934

MANON DOYER
Petitioner

v.

THE DOW CHEMICAL COMPANY

Respondent

DISCONTINUANCE

The petitioner, through the undersigned Counsel wishes to discontinue her motion for authorization of a Class Action and for appointment as representative plaintiff against the respondents. The respondents through their undersigned Counsel accept the above discontinuance without costs.

Montreal, _____, 1999

_____
COUNSEL FOR THE PLAINTIFF

_____
COUNSEL FOR THE RESPONDENTS

EXHIBIT F(b)
(FRENCH LANGUAGE VERSION)

WITHDRAWAL OF
THE DOW CHEMICAL QUEBEC
MOTION FOR AUTHORIZATION

C A N A D A

PROVINCE DE QUÉBEC
DISTRIC DE MONTRÉAL
No.: 500-06-000013-934

COUR SUPERIEURE
(Recours collectif)

MANON DOYER,

Requérante

c.

THE DOW CHEMICAL COMPANY,

Intimée

DÉSISTEMENT

La requérante, par l'entremise de ses procureurs sooussignés, se désiste de sa requête pour exercer un recours collectif et être représentante contre l'intimée, et celle-ci, par l'entremise de ses procureurs soussignés, accepte un tel désistement le tout sans frais.

Montréal, le _____, 1999

_____
PROCUREURS DE LA REQUÉRANTE

_____
PROCUREURS DE L'INTIMÉE