C A N A D A
PROVINCE OF BRITISH COLUMBIA
In re: Silicone Gel Breast Implants
Products Liability Class Action
Litigation in British Columbia

This Agreement Relates to:

No. C95 4330
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HELEN HARRINGTON, as representative Plaintiff,

PLAINTIFF

AND:

DOW CORNING CORPORATION, DOW CORNING CANADA, INC.,
THE DOW CHEMICAL COMPANY, DOW CORNING WRIGHT CORPORATION,

et al.

DEFENDANTS

Proceeding under the *CLASS PROCEEDINGS ACT*, 1995

DOW CORNING/ BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

DOW CORNING/ BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

This Agreement is a final settlement agreement made by and between Helen Harrington (referred to herein as "Plaintiff"), individually and in her capacity as class representative of the Resident Subclass of the Settlement Class, both as defined below, which includes Settlement Class Members, as defined below, in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and in the Yukon Territories and the Northwest Territories of Canada, Class Counsel, as defined below, 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 British Columbia Court and the U.S. Bankruptcy Court, both as defined below. (For purposes of this Agreement, any term used herein in an initially capitalized form shall have the defined meaning ascribed to it in this Agreement, including Section 1 hereof.)

WHEREAS, the Class Action, as defined below, has been certified against Dow Corning and has not yet been noticed;

WHEREAS, the British Columbia Court has adjourned generally the certification of proceedings against The Dow Chemical Company;

WHEREAS, with regard to the Class Action, the British Columbia Court has certified a Resident Subclass and a Non-Resident Subclass, both as defined below, and the opt-out period for the Resident Subclass and the opt-in period for the Non-Resident Subclass have not yet been set by the Court;

WHEREAS, the certification order regarding the Class Action has been appealed to the British Columbia Court of Appeal and the appeal has not yet been heard;

WHEREAS, the Plaintiff, by and through Class Counsel, and Class Counsel have conducted settlement negotiations with Dow Corning;

WHEREAS, Dow Corning, notwithstanding its consent to this Agreement, has denied and continues to deny the claims of the Plaintiff, the class members in this action 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 and the class members she represents, 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 Members, 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 Members 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, the Plaintiff and Class Counsel have concluded that this Agreement provides substantial benefits to the Settlement Class Members 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 Members;

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

NOW THEREFORE, subject to the approval of the British Columbia Court and the U.S. Bankruptcy Court, this Agreement embodies the terms of the resolution of all claims against Dow Corning all Settlement Class Members that arise out of or relate in any way, directly or indirectly, to Breast Implants and/or Breast Implant Raw Materials.

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 C-4 hereto.

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

Exhibit A:	A-1:	Compensation Schedule
	A-2:	Medical Conditions List
Exhibit B:	B-1:	Registration/Opt-In Form
	B-2:	Opt-Out Form
Exhibit C:	C-1:	Claim Form
	C-2	Ongoing Claim Form
	C-3	Solicitor's Certificate of Legal Advice
	C-4	Affidavit of Unrepresented Settlement Class Member

C-5 Release of Dow Corning and the Released Parties
Exhibit D: Claims Administration Procedures
Exhibit E: E-1: Methods of Distribution of Notices
E-2: Legal Notice
E-3: Notice of Approval and Effective Date

1.3. **"Approved Claim"** means a claim for compensation by an Eligible Claimant, as defined below, whose claim the Claims Administrator has approved for payment as an Expedited Settlement Claim, a Raw Materials Claim, a Rupture 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. (A person whose claim is determined to be an Approved Claim shall be referred to herein as an **"Approved Claimant."**)

1.4. **"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.

1.5. **"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.

1.6. **"Approved Ongoing Claim"** means a claim for compensation by 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. (A person whose claim is determined to be an Approved Ongoing Claim shall be referred to herein as an **"Approved Ongoing Claimant."**)

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

1.8. **"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.

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

1.10. **"Breast Implant Raw Materials"** means raw materials used as components in Breast Implants.

1.11. **"British Columbia Court"** means the Supreme Court of British Columbia, British Columbia, Canada.

1.12. "British Columbia Court's Approval Order" means the order identified and described in Section 2, below.

1.13. Chapter 11 Raw Materials Claimant" means a person who is or was the recipient of one or more Breast Implants manufactured by a company other than Dow Corning containing Dow Corning Breast Implant Raw Materials but who has not received compensation related to Breast Implants from that other manufacturer, and who filed a Proof of Claim, as defined below.

1.14. **"Claims Administration Procedures"** means the document of that title attached as Exhibit D hereto.

1.15. **"Claims Administrator"** means the person agreed upon by the Parties and appointed by the British Columbia Court, as provided in Subparagraph 7.3(i), below.

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

1.17. **"Claims Facility"** means the claims administration facility agreed upon by the Parties and appointed by the British Columbia Court, as provided in Subparagraph 7.3(i), below.

1.18. **"Class Action"** means the class action entitled *Helen Harrington v. Dow Corning Corporation, et al.*, Registry No. C95 4330, in the British Columbia Court.

1.19. "Class Counsel" means the law firms of Acheson & Company, in Victoria, British Columbia, Klein Lyons, in Vancouver, British Columbia, and Connell Lightbody, in Vancouver, British Columbia, which firms act on and shall continue acting on behalf of the Plaintiff, the Resident Subclass and the Non-Resident Subclass with respect to all acts or consents pursuant to this Agreement. (Nothing in this Agreement shall preclude 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.)

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

1.21. **"Confirmed Plan of Reorganization"** means a plan of reorganization of Dow Corning Corporation confirmed by the U.S. Bankruptcy Court that, *inter alia*, provides for the approval of this Agreement and for the treatment of claims of the Settlement Class Members pursuant to this Agreement.

1.22. **"Current Claim"** means a claim made by the Initial Claim Deadline, by an Eligible Claimant for compensation for a Designated Medical Condition, in accordance with

the provisions and procedures set forth in Exhibit D hereto. (A person who makes such a Current Claim shall be referred to herein as a **"Current Claimant."**)

1.23. **"Designated Medical Condition"** means any disease or medical condition defined by and included in the Medical Conditions List, as defined below.

1.24. **"Dow Corning"** means Dow Corning Corporation and Dow Corning Canada, Inc., and their predecessors, subsidiaries and assigns.

1.25. **"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.

1.26. **"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 or all Settlement Class Member individually or collectively against Dow Corning and/or the Released Parties arising out of or relating to Breast Implants or Breast Implant Raw Materials, or any other claims arising out of the subject matter of this Agreement and/or the subject matter of the Class Action, including, without limitation: (1) any and all claims of personal, corporal, material, economic and/or bodily injury or damage, or death, or emotional and/or mental harm, (2) any and all claims for medical monitoring and claims for injunctive or declaratory relief, (3) any and all Supplemental/Family Member Claims, as defined below, (4) any and all wrongful death or survival actions, and (5) any and all claims for exemplary and/or punitive damages. (A person who holds such a claim shall be referred to herein as a **"Dow Corning Breast Implant Claimant."**)

1.27. **"Dow Corning Breast Implant Raw Materials"** means Breast Implant Raw Materials manufactured, sold, distributed or otherwise placed into the stream of commerce by Dow Corning for use in a Breast Implant identified in Part III of Schedule I to Annex A to the Settlement Facility and Fund Distribution Agreement of the Confirmed Plan of Reorganization that is not or was not a Dow Corning Breast Implant.

1.28. **"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.

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

1.30. **"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 British Columbia Court's Approval Order has been entered, (3) the time to appeal, if appeals lie, from such order has expired, and all appeals, if any, from such order have been exhausted, (4) Dow Corning has not exercised its rights to withdraw from this Agreement, as set forth in Section 10, below, and (5) the Confirmed Plan of Reorganization has become effective by its terms.

1.31. **"Eligible Claimant"** means any member of the Class Action, except those excluded below, (1) who is a Dow Corning Breast Implant Recipient or Chapter 11 Raw Materials Claimant, and (2) who timely and properly takes the actions required under this Agreement to join the Settlement Class. "Eligible Claimant" includes any Eligible Claimant's personal representative or estate; but "Eligible Claimant" does not include any person who (a) does not have a "principal geographic nexus," as described in Paragraph 8.2, below, in any of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland, the Yukon Territories or the Northwest Territories of Canada, or (b) (1) who has accepted or accepts compensation from Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants other than pursuant to this Agreement, (2) who has released, by settlement, judgment, court order or otherwise, Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants, or (3) who has had dismissed by court order any of her actions against Dow Corning and/or the Released Parties with respect to Dow Corning Breast Implants.

1.32. **"Expedited Settlement Claim"** means a claim made by the Initial Claim Deadline by an Eligible Claimant for exclusive, one-time compensation in accordance with the provisions and procedures set forth in Subparagraph 7.1(i), below, and Exhibit D hereto. (A person who makes such an Expedited Settlement Claim shall be referred to herein as an **"Expedited Settlement Claimant."**)

1.33. **"Final Claim Deadline"** means the date sixty (60) months after the Effective Date Of This Agreement or such other date as may be approved by the British Columbia Court.

1.34. **"Foreign Claimant"** means "Foreign Claimant" as that term is defined in the Confirmed Plan of Reorganization.

1.35. **"Initial Claim Deadline"** means the date six (6) months after the Effective Date Of This Agreement or such other date as may be approved by the British Columbia Court.

1.36. **"Licensed Medical Specialist"** means "Licensed Medical Specialist" as that term is defined in Subparagraph 2.5(ii)(a) of Exhibit D.

1.37. **"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.

1.38. **"Methods of Distribution of Notices"** means the document of that title attached as Exhibit E-1 hereto.

1.39. **"Non-Resident Subclass"** means all Dow Corning Breast Implant Recipients and all Chapter 11 Raw Materials Claimants who (i) filed a Proof of Claim listing a place of residence in Canada anywhere other than in the provinces of British Columbia, Ontario or Quebec, (ii) did not file a Proof of Claim but on August 1, 1998, resided in Canada anywhere other than in the provinces of British Columbia, Ontario or Quebec, or (iii) did not reside in Canada on August 1, 1998 but was implanted with a Breast Implant in Canada anywhere other than in the provinces of, Ontario or Quebec.

1.40. "**Notice of Approval and Effective Date**" means the "Notice of Approval and Effective Date of the Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement" attached hereto as Exhibit E-3 hereto.

1.41. **"Notice of Approval and Registration Deadline"** means the "Notice of Approval, Registration, and Opt-In/Opt-Out Deadline with Respect to the Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement" attached hereto as Exhibit E-2.

1.42. **"Ongoing Claim"** means a claim for compensation made after the Initial Claim Deadline and by the Final Claim Deadline by an Eligible Claimant for compensation for a Designated Medical Condition, in accordance with the provisions and procedures set forth in Subparagraph 7.1(vi), below, and Exhibit D hereto. (A person who makes such an Ongoing Claim shall be referred to herein as an **"Ongoing Claimant."**)

1.43. "**Ongoing Claim Form"** means the form of that title attached as Exhibit C-2 hereto or a similar form otherwise mutually acceptable to the Parties.

1.44. **"Opt-Out Form"** means the form of that title attached as Exhibit B-2 hereto or a similar form otherwise mutually acceptable to the Parties.

1.45. **"Parties"** means collectively the Plaintiff, Class Counsel and Dow Corning.

1.46. **"Plaintiff"** means Helen Harrington, individually and in her capacity as representative of the Settlement Class.

1.47. **"Product Identification Documentation"** means "Product Identification Documentation" as that term is defined in Paragraph 2.4 of Exhibit D hereto.

1.48. **"Proof of Claim"** means a claim that was filed by a Dow Corning Breast Implant Recipient or a recipient of a Breast Implant manufactured by a company other than Dow Corning in the U.S. Bankruptcy Court on or before March 1, 1997 and appears on the list of proofs of claim maintained by the U.S. Bankruptcy Court.

1.49. **"Raw Materials Claim"** means a claim for compensation made by the Initial Claim Deadline by Chapter 11 Raw Materials Claimant for exclusive, one-time compensation, in accordance with the provisions and procedures set forth in Subparagraph 7.1(ii), below, and Exhibit D hereto. (A person who makes such a Raw Materials Claim shall be referred to herein as a **"Raw Materials Claimant."**)

1.50. **"Registration Deadline"** means the date sixty (60) days after the entry of the British Columbia Court's Approval Order, or such other date as may be approved by the British Columbia Court.

1.51. **"Registration/Opt-In Form"** means the form of that title attached as Exhibit B-1 hereto or a similar form otherwise mutually acceptable to the Parties.

1.52. **"Release of Dow Corning and the Released Parties"** means the release of that title attached hereto as Exhibit C-5.

1.53. **"Released Parties"** means Dow Corning Corporation, Dow Corning Wright, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, 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.

1.54. **"Resident Subclass"** means all Dow Corning Breast Implant Recipients and all Chapter 11 Raw Materials Claimants who (i) filed a Proof of Claim listing a place of residence in British Columbia, or (ii) did not file a Proof of Claim but resided in British Columbia on August 1, 1998.

1.55. **"Rupture"** means "Rupture" as that term is defined in Paragraph 13.1 of Exhibit A-2.

1.56. **"Rupture Claim"** means a claim made by the Initial Claim Deadline by an Eligible Claimant for one-time compensation for one or more Ruptures and in Paragraph 7.1(iii), below, and accordance with the provisions and procedures set forth in Exhibit D hereto. (A person who makes such a Rupture Claim pursuant to this Agreement shall be referred to herein as a "**Rupture Claimant."**)

1.57. **"Settlement"** means the entirety of the terms and provisions set forth in this Agreement.

1.58. **"Settlement Amount"** means the "Settlement Amount" as that term is defined in Paragraph 5.1, below.

1.59. **"Settlement Class"** or **"Settlement Class Members"** means (1) all members of the Resident Subclass who do not exercise their right to opt out of the Class Action on or before the Registration Deadline, and (2) all members of the Non-Resident Subclass who do register to participate in the Settlement on or before the Registration Deadline.

1.60. **"Solicitor's Certificate of Legal Advice"** means the certificate of that title attached as Exhibit C-3 hereto.

1.61. **"Subrogation Claims"** means "Subrogation Claims" as that term is defined in Paragraphs 6.2 and 6.3, below.

1.62. **"Supplemental/Family Member Claim"** means a current or future claim against Dow Corning and/or any Released Party for any possible economic loss, loss of consortium or any other harm or loss whether physical, emotional or otherwise arising from or related to a Dow Corning Breast Implant or Dow Corning Breast Implant Raw Materials held by a person (1) who is the spouse, child or other individual related by blood, adoption, marriage and/or dependency to, or claiming some other personal relationship with, a Settlement Class Member and (2) who filed a Proof of Claim. (A person who makes such a Supplemental/ Family Member Claim pursuant to this Agreement shall be referred to herein as a **"Supplemental/Family Member Claimant."**)

1.63. **"Supporting Medical Documentation"** means "Supporting Medical Documentation" as that term is defined in Paragraph 2.5 of Exhibit D hereto.

1.64. **"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.

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

2. THE BRITISH COLUMBIA APPROVAL HEARING

Within twenty (20) days after the Parties have executed this Agreement, the Parties shall advise the British Columbia Court of this Agreement and shall initiate a motion before the British Columbia Court for an order (which order is identified and described in this Section 2 and is referred to herein as the "**British Columbia Court's Approval Order**") that, subject to the British Columbia Court's approval, shall:

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

(ii) declare that the Registration Deadline shall be the date sixty (60) days after the entry of the court's order;

(iii) declare that any member of the Resident Subclass who does not opt out of the Class Action by submitting a properly completed Opt-Out Form to Class Counsel by the Registration Deadline shall be bound by this Agreement;

(iv) declare that any member of the Non-Resident Subclass who does not register to participate in Settlement Class by submitting a properly completed Registration/Opt-In Form to Class Counsel by the Registration Deadline shall be barred from participating in this Agreement;

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

(vi) order publication, within seven (7) days after the entry of the British Columbia Court's Approval Order, of the Notice of Approval and Registration Deadline in the manner set forth in the methods of Distribution of Notices and at Dow Corning's expense; and

(vii) order publication, after the Effective Date Of This Agreement, of the Notice of Approval and Effective Date in the manner set forth in the Methods of Distribution of Notices and at Dow Corning's expense.

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 1.30, above.

4. ELIGIBLE CLAIMANTS

4.1. To be an Eligible Claimant under this Agreement, a claimant must be a member of the Resident Subclass or the Non-Resident Subclass of the Class Action.

4.2. A member of the Resident Subclass is automatically an Eligible Claimant unless she registers to opt-out of the Class Action on or before the Registration Deadline. To do so she must submit the Opt-Out Form to Class Counsel postmarked on or before the Registration Deadline.

4.3. A member of the Non-Resident Subclass who wishes to participate in the Settlement must register to do so on or before the Registration Deadline. To do so she must submit the Registration/Opt-In Form to Class Counsel postmarked on or before the

Registration Deadline.

5. CONSIDERATION TO BE PROVIDED BY DOW CORNING

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

5.1. Scheduled Payments of the Settlement Amount

The "Settlement Amount" is twenty-five million one hundred twenty-six thousand seven hundred ninety-seven dollars and ninety-four cents in United States currency ($US 25,126,797.94); that amount is to be paid by the Dow Corning Settlement Trust to the Claims Administrator as trustee for the Settlement Class Members pursuant to the following schedule:

(i) an initial payment of one million nine hundred seventy-four thousand two hundred forty-eight dollars and forty-one cents in United States currency ($US 1,974,248.41) to be made within forty-five (45) days after the Effective Date Of This Agreement (such payment being referred to herein as the "Initial Payment");

(ii) a second payment of seven million one hundred seventy-nine thousand eighty-five dollars and thirteen cents in United States currency ($US 7,179,085.13) to be made on or before the date one (1) calendar year after the date of the Initial Payment;

(iii) a third payment of seven million one hundred seventy-nine thousand eighty-five dollars and thirteen cents in United States currency ($US 7,179,085.13) to be made on or before the date two (2) calendar years after the date of the Initial Payment;

(iv) a fourth payment of three million four hundred ten thousand sixty-five dollars and forty-three cents in United States currency ($US 3,410,065.43) to be made on or before the date three (3) calendar years after the date of the Initial Payment;

(v) a fifth payment of two million eight hundred seventy-one thousand six hundred thirty-four dollars and five cents in United States currency ($US 2,871,634.05) 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 two million five hundred twelve thousand six

hundred seventy-nine dollars and seventy-nine cents in United States currency ($US 2,512,679.79) 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 claims of Settlement Class Members, claims against such Settlement Class Members by governmental health authorities and/or public or private insurers, administrative costs, legal fees, costs and disbursements. Except only as necessary to effect the dissemination of notices pursuant to Subparagraphs 2(v) and (vii), above, 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.

5.2. Maintenance in Trust and Administration of the Settlement Amount

The Settlement Amount will be held in trust and administered by the Claims Administrator pursuant to the terms of this Agreement and under the supervision of the British Columbia Court. Subject to the authority of the British Columbia Court, the Claims Administrator shall manage and invest the Settlement Amount for the benefit of Approved Claimants, and any interest earned on any such investment shall accrue and be treated as funds to be distributed pursuant to this Agreement.

5.3. 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.

6. 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, Settlement Class Members and Class Counsel will provide Dow Corning and the Released Parties with the releases and other consideration set forth in this Section 6.

6.1. Release of Dow Corning Breast Implant Claims

(i) As set forth in Section 2, above, prior to the Effective Date Of This Agreement, Class Counsel will request entry of the British Columbia Court's Approval Order.

(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 Plaintiff and the Settlement Class Members (a) individually, and collectively 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 and/or Breast Implant Raw Materials, and (b) on behalf of any person entitled to make a Supplemental/Family Member Claim related to such Settlement Class Member's Breast Implants, 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 and/or Breast Implant Raw Materials.

(iii) Within fifteen (15) days after the Effective Date Of This Agreement, Class Counsel will dismiss Dow Corning and the Released Parties from the Class Action, permanently, with prejudice and without costs.

(iv) Prior to receipt of any funds from the Settlement Amount, each Settlement Class Member shall execute and submit to the Claims Administrator a Release of Dow Corning and the Released Parties, which release the Claims Administrator shall deliver to Dow Corning.

6.2. Claims of Governmental Health Authorities

(i) Class Counsel agree to use their best efforts to obtain releases and/or waivers of all subrogated claims and interests against Settlement Class Members, Dow Corning and/or the Released Parties related to the provision of medical treatment to Settlement Class Members in relation to Breast Implants from the health authorities having jurisdiction in British Columbia, Alberta, Manitoba and Saskatchewan, and any other provinces or territories of Canada, other than Ontario and Quebec, in which Settlement Class Members reside.

(ii) Class Counsel will propose to such health authorities language substantially similar to that provided by the Ministry of Health of Ontario and the Ontario Health Insurance Plan pursuant to the "Quebec/Ontario Dow Corning Breast Implant Litigation Settlement Agreement," dated May 14, 1998.

6.3. Other Third-Party Subrogation Claims

In cases where there are unresolved claims or liens by third parties for payments made or services rendered to a Settlement Class Member relating to Dow Corning Breast

Implants or Dow Corning Breast Implant Raw Materials, including, but not limited to, subrogation claims and liens of health care providers and insurers, whether public or private (collectively referred to herein as "Subrogation Claims"), the Settlement Class Member involved shall provide the Claims Administrator with notice of such Subrogation Claims. In the event that the Claims Administrator is notified of a Subrogation Claim, by a Settlement Class Member or by a third party, the Claims Administrator shall hold the amount payable in trust until the Claims Administrator receives instructions, from both the Settlement Class Member and the third party, that the Subrogation Claim has been resolved by agreement. In the event that the Settlement Class Member and the third party cannot agree to a resolution of the Subrogation Claim, the British Columbia Court shall adjudicate the dispute and give direction to the Claims Administrator regarding disposition of the Subrogation Claim. In the event that a Settlement Class Member fails to notify the Claims Administrator of a Subrogation Claim and Dow Corning and/or the Released Parties are subjected to claims by third parties for payment of such Subrogation Claims, the Settlement Class Member on whose behalf such claims or liens arose shall then fully hold harmless, reimburse and indemnify Dow Corning and the Released Parties in the amount of any such liability.

6.4. Third-Party Contribution or Indemnity Claims

Except as otherwise provided herein, nothing in this Agreement shall prejudice, or in any way interfere with, the rights of the Settlement Class Members to pursue all of their rights and remedies against third parties other than Dow Corning and/or the Released Parties. Nevertheless, Settlement Class Members shall limit the claims they assert and reduce any judgments they may obtain against third parties to the extent necessary to ensure that neither Dow Corning nor any of the Released Parties have to pay anything to such third parties by way of contribution or indemnity. In the event that a Settlement Class Member's litigation against a third party results in a claim over, a claim in warranty or judgment against Dow Corning or any Released Party, such Settlement Class Members shall then indemnify Dow Corning and/or the Released Party for the full amount of the claim over, claim in warranty or judgment. Settlement Class Members submit themselves to the ongoing jurisdiction of the British Columbia Court and the U.S. Bankruptcy Court with respect to any future claims regarding such indemnification.

6.5. Cessation of Litigation

Upon execution of the Agreement, with the exception of activity by Class Counsel to obtain approval of the Agreement or activity to preserve the status quo in extant litigation matters, all litigation pending in Canada elsewhere than in the provinces of Quebec and Ontario against Dow Corning and/or the Released Parties that is under

the direction of Class Counsel shall immediately cease and be subject to a stay of proceedings, and Class Counsel shall use their best efforts to achieve the cessation and stay of all such litigation matters.

7. ADMINISTRATION OF SETTLEMENT AMOUNT

7.1. Entitlements of Approved Claimants

Only Approved Claimants shall be entitled to receive compensation for an Expedited Settlement Claim, a Raw Materials Claim, a Rupture Claim, a Current Claim, or an Ongoing Claim. All payments to claimants will be made in United States currency.

(i) Expedited Settlement Claims

Each Approved Expedited Settlement Claimant shall be entitled to receive, as a sole and exclusive remedy, a one-time payment of one thousand two hundred dollars in United States currency ($US 1,200.00).

(ii) Raw Materials Claims

Each Approved Raw Materials Claimant shall receive, as a sole and exclusive remedy, a one-time payment of three hundred thirty dollars in United States currency ($US 330.00); except that if the number of Approved Raw Materials Claimants exceeds two thousand (2,000), the Approved Raw Materials Claimants shall share, pro rata, a fund of six hundred sixty thousand dollars in United States Currency ($US 660,000.00).

(iii) Rupture Claims

Each Approved Rupture Claimant shall be entitled to receive a one-time payment to be calculated in accordance with the ratios set forth in the compensation schedule. Neither Approved Expedited Settlement Claimants nor Approved Raw Materials Claimants are eligible to receive compensation for a Rupture Claim. Both Approved Current Claimants and Approved Ongoing Claimants may receive compensation for an Approved Rupture Claim in addition to payment, if any, regarding Option 1 or Option 2 Designated Medical Conditions. All Rupture Claims, including those made by Ongoing Claimants, must be submitted by the Initial Claim Deadline and will be paid according to the payment schedule for Current Claimants.

(iv) Compensation Ratios

After payment of all Approved Expedited Settlement Claims and

Approved Raw Materials Claims the Claims Administrator shall determine the dollar amount of each ratio on the Compensation Schedule.

(v) Current Claims

Each Approved Current Claimant shall be entitled to receive payment to be calculated in accordance with the ratios set forth in the Compensation Schedule.

(vi) Ongoing Claims

Each Approved Ongoing Claimant shall be entitled to receive payment to be calculated in accordance with the ratios set forth in the Compensation Schedule. Provided, however, that no Approved Ongoing Claimant shall be paid more than an Approved Current Claimant with a similarly classified claim was paid. Any amounts left after initial payments are made to Approved Ongoing Claimants shall be paid to Approved Current Claimants and Approved Ongoing Claimants on a *pro rata* basis pursuant to Paragraph 1.5 of Exhibit D.

7.2. Court Authority Over the Settlement Amount

The British Columbia Court shall retain ongoing authority to do the following:

(i) upon motion of Class Counsel, to allocate from the Settlement Amount, Class Counsel fees to be approved by the British Columbia Court and to be paid to Class Counsel or as the British Columbia Court directs;

(ii) upon motion of Class Counsel or the Claims Administrator, to transfer amounts between those set aside for the payment of Approved Current Claims and those set aside for the payment of Approved Ongoing Claims, as the British Columbia 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 British Columbia Court may deem necessary or appropriate.

7.3. The Claims Administrator and Claims Facility

(i) Prior to the Effective Date Of This Agreement, and subject to the approval of the British Columbia Court, the Plaintiff will propose a Claims Administrator and a Claims Facility to be agreed upon by Dow Corning and appointed by the British Columbia Court for the purposes of, under the authority of the British Columbia Court, processing and classifying the Opt-Out Forms, Registration/Opt-In Forms, Claim Forms, Ongoing Claim Forms Product

Identification Documentation, Supporting Medical Documentation and Releases of Dow Corning and the Released Parties, evaluating claims and assigning the status of Approved Claimant to qualifying Eligible Claimants, all as provided in this Agreement, including the provisions and procedures set forth in the Claims Administration Procedures.

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

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

(c) The Claims Administrator and any employee appointed by the Claims Administrator to assist in the processing of claims (referred to herein as a "Claims Officer") shall be required to sign a confidentiality statement by which they shall agree to keep confidential any information concerning Settlement Class Members and shall institute procedures to assure that the identity of Settlement Class Members, 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.

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

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

8. **EXCLUSIVE REMEDY**

8.1. 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. Upon electing to participate in this settlement, each of the Settling

Claimants shall be barred forever from continuing, initiating, asserting or prosecuting any Dow Corning Breast Implant Claim, including any claim relating to Dow Corning Breast Implant Raw Materials, or any Supplemental/Family Member Claim, other than pursuant to this Agreement.

8.2. Exclusive Participation

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

(i) If an individual or her authorized lawyer 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 or Breast Implants containing Dow Corning Breast Implant Raw Materials 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 Ontario will be entitled to participate only in the Ontario settlement; an individual having a principal geographic nexus in Quebec will be entitled to participate only in the Quebec 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 this Settlement.

9. REASONABLE BEST EFFORTS

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

10. RETENTION OF RECORDS AND RIGHT OF REVIEW

The Claims Administrator shall be required to retain all records relating to the compensation of claims. For purposes of the U.S. Bankruptcy Case and the recovery of insurance proceeds by Dow Corning and/or the Released Parties, Dow Corning and/or the Released Parties may, upon reasonable notice and at their own expense, inspect Claims Facility records, including 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 Settlement Class Member for any other purpose, and shall not affect the Settlement Class Member's eligibility for compensation under this Agreement. Dow Corning's counsel and 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 British Columbia Class.

11. RIGHTS OF WITHDRAWAL AND TERMINATION

11.1. Dow Corning's Rights of Withdrawal and Termination

(i) Within thirty (30) days after the Registration Deadline, Class Counsel will provide Dow Corning with the total number of claimants in the Resident Subclass who have opted out of the Class Action and the total number of claimants in the Non-Resident Subclass who have opted into the Settlement and access to all submitted Registration/Opt-In Forms and Opt-Out Forms. Dow Corning has the right to withdraw from this Agreement if, in its sole opinion, the quantity and quality of participation in the Settlement is unacceptable.

(ii) Dow Corning may exercise its right to withdraw from the Agreement by providing written notice to Class Counsel and to the British Columbia Court within forty-five (45) days after the date on which, pursuant to Subparagraph 11.1(i) above, Class Counsel notifies Dow Corning of the total number of claimants in the Resident Subclass who have opted out of the Class Action and the total number of claimants in the Non-Resident Subclass who have opted in to the Settlement.

11.2. Plaintiff's Rights of Withdrawal and Termination

(i) The Plaintiff, by and through Class Counsel, will have thirty (30) days from the Registration Deadline to elect to terminate this Agreement if the number of Dow Corning Breast Implant Recipients who register to participate in the Settlement is materially higher than four thousand one hundred (4,100).

(ii) If the proposed plan of reorganization is not confirmed by the U.S. Bankruptcy Court on or before December 31, 1999, Class Counsel may terminate this Agreement by giving notice to Dow Corning and the British Columbia Court on or before January 30, 2000.

11.3. Notice of Withdrawal

In the event that either Dow Corning or the Plaintiff exercises its right of withdrawal pursuant to Paragraphs 11.1 or 11.2, above, notice of such withdrawal shall be given to the Settlement Class Members by way of public notice, and also individually to any Settlement Class Members who have registered and/or submitted a claim with the Claims Facility. The content and method of dissemination of such notice of withdrawal shall be determined by the British Columbia Court. Any costs associated with the notice of the withdrawal of Dow Corning shall be paid by Dow Corning; any costs associated with the notice of the withdrawal of the Plaintiff shall be paid by the Plaintiff and/or Class Counsel.

11.4. Effect of Withdrawal

If either Class Counsel or Dow Corning elect to withdraw from this Agreement pursuant to Sections 11.1 and 11.2, above, Settlement Class Members will retain all rights they would have had in the absence of this Agreement to participate as Foreign Claimants in any plan of reorganization confirmed by the U.S. Bankruptcy Court.

12. **MISCELLANEOUS**

12.1. Ongoing Authority of the Court

The British Columbia Court shall retain continuing jurisdiction (1) over the Class Action and any individual actions pertaining to Dow Corning Breast Implants commenced by Settlement Class Members, (2) over all parties named or described herein, including, but not limited to, all Settlement Class Members, Dow Corning, Class Counsel, the Claims Administrator and the Claims Facility, 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 members of the Resident Subclass and the Non-Resident Subclass who opt-out of the Settlement Class on or before the Registration Deadline 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 Dow Corning Settlement Facility are properly made; provided, however, that the U.S. Bankruptcy Court shall not retain jurisdiction, if any, over the administration or distribution of the Settlement Amount.

12.2. Submissions to the Courts by the Claims Administrator

(i) The Claims Administrator shall report the results of processing all claims made under this Agreement to the British Columbia Court, Class Counsel,

Dow Corning and, as requested, the U.S. Bankruptcy Court.

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

12.3. Entire Agreement and Term

(i) 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 British Columbia Court and/or the U.S. Bankruptcy Court approving this Agreement, there are no representations, warranties, promises or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Agreement or alter its terms.

(ii) 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.

(iii) This Agreement will have perpetual existence and may be amended only by a subsequent written instrument executed by the Parties and approved by the British Columbia Court.

12.4. 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.

12.5. 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, the Settlement Class Members or Class Counsel 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 Class Counsel, 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.

12.6. 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: British Columbia Class Counsel
ACHESON & COMPANY
400 - 535 Yates Street
Victoria, B.C. V8W 2Z6
CANADA
Telephone: 250-384-6262
Facsimile: 250-384-5353

and

Att'n: British Columbia Class Counsel
CONNELL LIGHTBODY
1900 - 1055 West Georgia Street
Vancouver, B.C. V6E 4J2
CANADA
Telephone: 604-684-1181
Facsimile: 604-641-3916

and

Att'n: British Columbia Class Counsel
KLEIN LYONS

500 - 805 West Broadway
Vancouver, B.C. V5Z 1K1
CANADA
Telephone: 604-874-7171
Facsimile: 604-874-7180

If to Dow Corning:

Attn: British Columbia Dow Corning Counsel
CLARK, WILSON
800 - 885 West Georgia Street
Vancouver, B.C. V6C 3H1
CANADA
Telephone: 604-687-5700
Facsimile: 604-687-6314

12.7. Headings

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

12.8. Execution

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

12.9. Authority

The individuals who have executed this Agreement on behalf of the Parties expressly represent and warrant that they are fully authorized to act as agents of and enter into this Agreement on behalf of the Parties, and, in the case of Class Counsel, as counsel of record for the Resident Subclass and the Non-Resident Subclass, 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 Agreement consisting of twenty-four (24) pages and thirteen (13) exhibits to be executed by their respective duly authorized representatives as of the date(s) set forth below.

Dated: January ____, 1999

CLASS COUNSEL

Per: /s/ D. A. Acheson
Deborah A. Acheson, Q.C.
ACHESON & COMPANY, Victoria

Per: /s/ M. R. Steven
Mark R. Steven
CONNELL LIGHTBODY, Vancouver

Per: /s/ D. A. Klein
David A. Klein
KLEIN LYONS, Vancouver

Dated: January 21, 1999

DOW CORNING CORPORATION

Per: /s/ D. J. Mullan
Derek J. Mullan, Q.C.
CLARK, WILSON, Vancouver

EXHIBIT A-1

COMPENSATION SCHEDULE

DESIGNATED MEDICAL CONDITION	Severity/Disability Category	Ratio or Amount
Option I	A	5
	B	2
	C & D	1
Option II	Sclerpderma/Lupus - A	25
	Scleroderma/Lupus - B	20
	Scleroderma/Lupus - C	15
	GCTS/PMDM - A	11
	GCTS - B	7.5
Rupture	N/A	$US 12,000

NOTE: Compensation for Rupture may be added to any claim under Option I or Option II of this Compensation Schedule

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/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement (the "Agreement") were prepared by 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 Class Counsel), subject to the ongoing authority and supervision of the British Columbia 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 in accordance with the Compensation Schedule.

PART A: OPTION I DESIGNATED MEDICAL CONDITIONS

1. SYSTEMIC SCLEROSIS/SCLERODERMA ("SS")

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

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

1.3. Severity/Disability Categories

(i) Category A

Death or total disability resulting from SS or an SS-like condition. An individual will be considered totally disabled if the individual satisfies the functional capacity test set forth in Severity/Disability Category A for ACTD/ARS/NAC or if the individual suffers from systemic sclerosis with associated severe renal involvement manifested by a decrease in glomerular filtration rates.

(ii) Category B

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

(iii) Category C

Other, including CREST, limited, or intermediate scleroderma; except that any claimant 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.

(iv) Category D

Other not covered above, including localized scleroderma.

2. SYSTEMIC LUPUS ERYTHEMATOSUS ("SLE")

2.1. A diagnosis of systemic lupus erythematosus ("SLE") shall be made in accordance with the "1982 Revised Criteria for the Classification of Systemic Lupus Erythematosus," 25 Arthritis and Rheumatism No. 11 (November 1982) adopted by the American College of Rheumatology. See Kelly, et al., 4th ed. at 1037, Table 61-11: 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

CRITERION	DEFINITION
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 ore 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

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

2.3. Severity/Disability Categories

(i) Category A

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

(ii) Category B

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

(iii) Category C

Non-major organ SLE requiring regular medical attention, including doctor visits and regular prescription medications. An individual is not excluded

from this category for whom prescription medications are recommended but who, because of the side effects of those medications, chooses not to take them.

(iv) Category D

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

3. ATYPICAL NEUROLOGICAL DISEASE SYNDROME ("ANDS")

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

3.2. Eligibility for Atypical Neurological Disease Syndrome requires both:

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

(ii) any three additional (nonduplicative) neuromuscular, rheumatic or nonspecific symptoms or findings set forth in the definition for Atypical Connective Tissue Disease (ACTD).

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

3.4. If the individual's Licensed Medical Specialist determines that a symptom is clearly and specifically caused by a source other than breast implants, that symptom will not be utilized in the diagnosis of Atypical Neurological Disease Syndrome unless the Claims Administrator determines that other submissions indicate that the symptom should be utilized. A symptom that may be caused only in part by a source other than breast implants is not excluded from such utilization.

3.5. Neurological Disease Types

(i) Polyneuropathies

This disease category requires either (1) a diagnosis of a polyneuropathy that is confirmed by one or more of the following or (2) submission of sufficient evidence of, and the required findings confirming, such condition:

(a) Objectively-demonstrated loss of sensation to pinprick, vibration, touch or position

(b) Proximal or distal muscle weakness

(c) Tingling and/or burning pain in the extremities

(d) Signs of dysesthesia

(e) Loss of tendon reflex;

Plus one or more of the following laboratory findings:

(f) Abnormal levels of anti-mag or anti-sulfatide or anti-GM 1 antibodies;

(g) Abnormal sural nerve biopsy

(h) Abnormal electrodiagnostic testing (EMG or nerve conduction studies, etc.).

(ii) Multiple Sclerosis-Like Syndrome

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

(a) Weakness in the pyramidal distribution

(b) Evidence of optic neuritis documented by ophthalmologist

(c) Increased deep tendon reflexes

(d) Absent superficial abdominal reflexes

(e) Ataxia or dysdiadochokinesia as the sign of cerebellar involvement

(f) Neurologically induced tremors

(g) Internuclear ophthalmoplegia and/or bladder or speech involvement secondary to central nervous system disease

Plus one or more of the following:

(h) Abnormal Brain MRI with foci of increased signal abnormality suggestive of demyelinating lesions;

(i) Delayed visual-evoked responses or abnormal-evoked potentials

(j) Abnormal CSF with olioclonal bands.

(iii) ALS-Like Syndrome

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

(a) Neurological autoantibodies such as anti-mag, anti-sulfatide or anti-GM-1

(b) Abnormal sural nerve biopsy

(c) Chronic inflammation on muscle or nerve biopsies

(d) Abnormal EMG

(e) Documentation on exam of both upper and lower motor neuron disease and/or bulbar involvement.

(iv) Disease of Neuromuscular Junction

This disease category requires either (1) a diagnosis of Myasthenia Gravis or Myasthenia Gravis-like syndrome or disorders of NMJ, made by a Licensed Medical Physician certified in neurology 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.

3.6. 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[1], avocational[2] or usual self-care[3] activities. In evaluating the effect of the individual's symptoms, the 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 physician in the exercise of his or her professional judgment.

(i) Category A

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1 "Vocational" means associated with work, school, and homemaking.

2 "Avocational" mens associated with recreation and leisure.

3 "Usual self-care" means associated with dressing, feeding, bathing, grooming and toileting.

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

(ii) Category B

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

(iii) Category C

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

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

4.1. A diagnosis of Mixed Connective Tissue Disease ("MCTD") shall be based on the presence of clinical symptoms characteristic of two or more rheumatic diseases (systemic sclerosis, SLE, myositis and Rheumatoid Arthritis), accompanied by positive RNP Antibodies. See, e.g., Kelley, et al., Table 63-1, 4th ed. at 1061.

4.2. "Overlap Syndrome" is defined as any one of the following three: (i) diffuse cutaneous scleroderma, (ii) limited cutaneous scleroderma, or (iii) Sine scleroderma, occurring concomitantly with diagnosis of systemic lupus erythematosus, inflammatory muscle disease, or rheumatoid arthritis. See Kelley, et al., Table 66-2, 4th ed. at 1114.

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

4.4. Severity/Disability Compensation Categories

(i) Category A

Death or total disability resulting from MCTD or Overlap Syndrome. An individual will be considered totally disabled based on the functional capacity

test set forth in Severity/Disability Category A of Atypical Connective Tissue Disease/Atypical Rheumatic Syndrome.

(ii) Category B

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

(iii) Category C

Other.

5. POLYMYOSITIS/DERMATOMYOSITIS

5.1. A diagnosis of polymyositis or dermatomyositis shall be made in accordance with diagnostic criteria proposed by Bohan and Peter, "Polymyositis and Dermatomyositis," N.Engl. J. Med. 292:344, 1975, i.e., (i) symmetrical proximal muscle weakness, (ii) EMG changes characteristic of myositis including (a) short duration, small, low amplitude polyphasic potential, (b) fibrillation potentials, (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, 4th, ed. at 1163.

5.2. 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 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 Atypical Connective Tissue Disease.

5.3. Severity/Disability Compensation Categories

(i) Category A

Death or total disability resulting from polymyositis or dermatomyositis. An individual will be considered totally disabled based on the functional capacity test set forth for Severity/Disability Category A for Atypical Connective Tissue Disease /Atypical Rheumatic Syndrome.

(ii) Category B

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

(iii) Category C

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

6. PRIMARY SJOGREN'S SYNDROME

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

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

6.3. Severity/Disability Compensation Categories

(i) Category A

Death or total disability due to the compensable condition. An individual will be considered totally disabled based on the functional capacity test set forth in Severity/Disability Category A for Atypical Connective Tissue Disease/Atypical Rheumatic Syndrome.

(ii) Category B

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

(iii) Category C

Other.

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

7.1. This category will provide compensation for claimants experiencing symptoms that are commonly found in autoimmune or rheumatic diseases but which are not otherwise classified in any of the other compensable disease categories. This category does not include individuals who have been diagnosed with classical rheumatoid

arthritis in accordance with ACR criteria, but will include individuals diagnosed with undifferentiated connective tissue disease ("UCTD"). However, such inclusion is not intended to exclude from this category persons who do not meet the definition of UCTD, it being intended that individuals not meeting the classic definitions of UCTD will be compensated pursuant to the provisions contained herein relative to ACTD, ARS and NAC.

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

7.3. Compensation levels and eligibility criteria for eligible claimants are set forth in Exhibits A-1 and D to the Agreement, and classify individual claimants in accordance with the following groups of symptoms. If the claimant'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 Atypical Connective Tissue Disease/Atypical Rheumatic Syndrome unless the Claims Administrator determines that other submissions indicate that the symptom should be utilized. A symptom that may be caused only in part by a source other than breast implants is not excluded from such utilization.

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

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

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

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

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

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

7.5. Symptom Groupings

(i) Group I Signs and Symptoms

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

(b) Polyarthritis, defined as synovial swelling and tenderness in three or more joints lasting greater than six weeks and observed by a physician

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

- lacrimal or salivary enlargement
- parotid enlargement
- abnormal Schirmer test
- abnormal Rose-Bengal staining
- filamentous keratitis
- abnormal parotid scan or ultrasound
- abnormal CT or MRI of parotid
- abnormal labial salivary biopsy.

(ii) Group II Signs and Symptoms

(a) Myalgias determined by tenderness on examination

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

- changes in texture or rashes that may or may not be characteristic of SLE, Systemic Sclerosis (scleroderma) or dermatomyositis,
- diffuse petechiae, telangiectasias or livedo reticularis;

(c) pulmonary symptoms or abnormalities, which may or may not be characteristic of SLE, Systemic Sclerosis (scleroderma) or 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)

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

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

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

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

(g) myositis or myopathy:

- diagnosed by weakness on physical examination or by muscle strength testing
- abnormal CPK or aldolase
- abnormal cybex testing
- abnormal EMG
- abnormal muscle biopsy;

(h) Serologic abnormalities -- include any one of the following:

- ANA > than or equal to 1:40
- 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)
- serologic evidence of inflammation such as elevated ESR, CRP

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

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

(iii) Group III Signs and Symptoms

(a) Documented arthralgia

(b) Documented Myalgias

(c) Chronic fatigue

(d) Lymphadenopathy

(e) Documented Neurological symptoms including cognitive dysfunction or paresthesia

(f) Photosensitivity

(g) Sicca symptoms

(h) Dysphagia

(i) Alopecia

(j) Sustained balance disturbances

(k) Documented sleep disturbances

(l) Easy bruisability or bleeding disorder

(m) Chronic cystitis or bladder irritability

(n) Colitis or bowel irritability

(o) Persistent low grade fever or night sweats

(p) Mucosal ulcers confirmed by physician

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

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

7.6. 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 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[4], avocational[5] or usual self-care[6] activities. In evaluating the effect of the claimant's symptoms, the treating physicians 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 physician in the exercise of his or her professional judgment.

(i) Category A

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

(ii) Category B

A claimant will be eligible for Category B compensation if she is 35 percent disabled due to the compensable condition. An individual shall be considered

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[4] Vocational means "activities associated with work, school and homemaking.

[5] Avocational means activities associated with recreation and leisure.

[6] Usual self-care means activities associated with dressing, feeding, bathing, grooming and toileting.

35 percent disabled if she demonstrates a loss of functional capacity which renders her unable to perform some of her usual activities of vocation, avocation and self-care, or she can perform them only with regular or recurring severe pain.

(iii) Category C

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

PART B: OPTION II DESIGNATED MEDICAL CONDITIONS

8. GENERAL

8.1. A claimant must file with the Claims Administrator all medical records establishing the required findings or laboratory abnormalities. Qualifying findings must have occurred within a single 24-month period within the five (5) years immediately preceding the submission of the claim except that this period is tolled during the pendency of the bankruptcy (May 15, 1995 until the Effective Date of this Agreement). (Findings submitted in response to a deficiency letter sent by the Claims Administrator do not have to fall within the 24-month period outlined above.)

8.2. If exclusions are noted for a required finding, the physician making the finding or ordering the test must affirmatively state that those listed exclusions are not present. The physician recording a GCTS finding or making a disease diagnosis must also affirmatively state that the qualifying symptoms did not exist before the date of first implantation. (This statement can be based upon patient history so long as consistent with medical records in the physician's possession.) Failure to make these affirmative statements will result in a deficiency letter. All underlying office charts, radiology/pathology reports and test results must be supplied to the Claims Administrator.

8.3. Statements by a Licensed Medical Specialist under Disease Payment Option II may be acceptable proof under that program if the Licensed Medical Specialist *is* certified in rheumatology – for Lupus, Scleroderma or Polymyositis/Dermatomyositis Claims – or the Licensed Medical Specialist is certified in the appropriate specialty to make the required GCTS findings, if the statement covers all of the detailed findings that are required in Disease Payment Option II, if the Licensed Medical Specialist personally examined the claimant, and if the doctor includes all of the additional statements required concerning listed exclusions and pre-existing symptoms. In most cases, additional physician statements will have to be submitted for claims under Disease Payment Option II.

8.4. Claimants who seek benefits under Disease Payment Option II must file all medical records establishing the required findings or laboratory abnormalities. Claimants must

also supply all office charts, radiology/pathology reports and test results in the possession of the physician(s) who make the required findings or statements, or who order the required tests.

9. SCLERODERMA(SS)

9.1. A claim for scleroderma must include a diagnosis of systemic sclerosis/scleroderma made by a Licensed Medical Specialist certified in rheumatology based upon personal examination of the patient. [Exclusion; localized scleroderma.] Supporting Medical Documentation must affirmatively reveal that the major or at least two of the minor criteria listed below are present:

(i) Major Criterion:

Proximal scleroderma – symmetric thickening, tightening and induration of the skin of the fingers and the skin proximal to the metacarpophalangeal or metatarsophalangeal joints. The changes may affect the entire extremity, face, neck and trunk (thorax and abdomen). Description of this criterion is adequate if the Licensed Medical Specialist certified in rheumatology records that physical examination of the patient revealed scleroderma skin thickening, and adequately describes the parts of the body where that thickened skin was found.

(ii) Minor Criteria:

(a) Sclerodactyly: Above-indicated skin changes limited to the fingers.

(b) Digital pitting scars or loss of substance from the finger pad: Depressed areas at tips of fingers or loss of digital pad tissue as a result of ischemia.

(c) Bibasilar pulmonary fibrosis: Bilateral reticular pattern of linear or lineonodular densities most pronounced in basilar portions of the lungs on standard chest roentgenogram; may assume appearance of diffuse mottling or "honeycomb lung." These changes should not be attributable to primary lung disease.

9.2. Compensation Levels:

(i) Death resulting from SS, or severe chronic renal involvement manifested by a glomerular filtration rate of less than 50 percent of the age- and gender-adjusted norm, as measured by an adequate 24-hour urine specimen collection.

(ii) Clinically significant cardio-pulmonary manifestations of scleroderma[7] or proximal scleroderma on the trunk (thorax and abdomen).

(iii) A diagnosis of scleroderma in accordance with the above criteria that does not involve the findings in A or B above.

10. **LUPUS (SLE)**

10.1. A claim for SLE must include a diagnosis of SLE (lupus) made by a Licensed Medical Specialist certified in rheumatology based upon personal examination of the patient. [Exclusion: mild lupus (SLE not requiring regular medical attention including doctor visits and regular prescription medications).] Supporting Medical Documentation must affirmatively reveal that at least four of the following 11 criteria are present:

CRITERION		DEFINITION
1.	Malar rash	Fixed erythema, flat or raised, over the malar eminences, tending to spare the nasolabial folds
2.	Discoid rash	Erythematous raised patches with adherent keratotic scaling and follicular plugging; atrophic scarring may occur in older lesions
3.	Photosensitivity	Skin rash as a result of unusual reaction to sunlight, by patient history or physician observation
4.	Oral Ulcers	Oral or nasopharyngeal ulceration, usually painless, observed by a physician
5.	Arthritis	Nonerosive arthritis involving two or more peripheral joints, characterized by tenderness, swelling or effusion [Exclusion: erosive arthritis]
6.	Serositis	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
7.	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
8.	Neurologic disorder	(a) Seizures – in the absence of offending drugs or known metabolic derangements; e.g., uremia, ketoacidosis or electrolyte imbalance

[7] As manifested by interstitial fibrosis (based upon physical examination findings and abnormalities as seen on chest x-rays or chest CT) or pulmonary hypertension (based upon physical examination findings and 2-D Echo doppler or angiography with hemodynamic measurements showing pulmonary artery pressures of greater than 25 TORR).

9.	Hematologic disorder	Hemolytic anemia – with reticulocytosis, or Leukopenia – less than 4000/mm total on 2 or more occasions, or Lymphopenia – less than 1500/mm on 2 ore more occasions, or Thrombocytopenia – less than 100,000/mm in the absence of offending drugs
10.	Immunologic disorder	Positive LE cell preparation or Anti-DNA – antibody to native DNA in abnormal titer or 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
11.	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.

10.2. Compensation Levels:

(i) Death resulting from SLE, or severe chronic renal involvement manifested by a glomerular filtration rate of less than 50 percent of the age- and gender-adjusted norm, as measured by an adequate 24-hour urine specimen collection.

(ii) SLE with involvement of one or more of the following: glomerulonephritis, seizures in the absence of offending drugs or known metabolic derangements, Lupus Psychosis, myocarditis, pneumonitis, thrombocytopenic purpura, hemolytic anemia (with hemoglobin of 10 grams or less), severe granulocytopenia (with a total white cell count less than 2000) or mesenteric vasculitis.

(iii) A diagnosis of lupus in accordance with the above criteria that does not involve the findings in A or B above. (Default compensation level).

11. POLYMYOSITIS (PM)/DERMATOMYOSITIS (DM)

11.1. A claim for polymyositis or dermatomyositis must include a diagnosis of the disease made by a Licensed Medical Specialist certified in rheumatology based upon personal examination of the patient. Supporting Medical Documentation must affirmatively reveal that the following criteria are present:

(i) for polymyositis, the first four criteria without the rash;

(ii) for dermatomyositis, three of the first four criteria, plus the rash (#5)

Criteria

(a) symmetrical proximal muscle weakness;

(b) EMG changes characteristic of myositis including (a) short duration, small, low-amplitude polyphasic potential, (b) fibrillation potentials, (c) bizarre high-frequency repetitive discharges;

(c) elevated serum muscle enzymes (CPK, aldolase, SGOT, SGPT and LDH);muscle biopsy showing evidence of necrosis of type I and II

(d) muscle fibers areas of degeneration and regeneration of fibers, phagocytosis and an interstitial or perivascular inflammatory response;

(e) 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.

11.2. Compensation Level:

All confirmed PM/DM diagnoses will be compensated at the GCTS/PM/DM – A level.

12. GENERAL CONNECTIVE TISSUE SYMPTOMS (GCTS)

12.1. A claim for GCTS does not have to include a diagnosis for "General Connective Tissue Symptoms," but the medical documentation must establish that the combination of findings listed below are present. [Exclusion: classical rheumatoid arthritis diagnosed in accordance with the revised 1958 ACR classification criteria.]

12.2. In addition to the medical verification of the required findings, a claim for GCTS must include the affirmative physician statements outlined in Section 8, above.

12.3. For compensation at Level A:

(i) any two findings from Group I; or

(ii) any three non-duplicative findings from Group I or Group II.

12.4. For compensation at Level B:

(i) one finding from Group I plus any four non-duplicative findings from Group II or Group III; or

(ii) two findings from Group II plus one non-duplicative finding from Group III.

12.5. The following duplications exist on the list of findings:

- rashes (#12.5(iii) and 12.5(viii))
- sicca (#12.5(ii) and 12.5(xii))

- serological abnormalities (#12.5(iv) and 12.5(ix))

GROUP I FINDINGS

(i) Polyarthritis, defined as synovial swelling and tenderness in three or more joints in at least two different joint groups observed on more than one physical examination by a Licensed Medical Specialist and persisting for more than six weeks. [Exclusion: osteoarthritis.]

(ii) Keratoconjuctivitis Sicca, defined as subjective complaints of dry eyes and/or dry mouth, accompanied (a) in the case of dry eyes, by either (I) a Schirmer's test less than 8 mm wetting per five minutes or (ii) a positive Rose-Bengal or fluorescein staining of cornea and conjunctiva; or (b) in the case of dry mouth, by an abnormal biopsy of the minor salivary gland (focus score of greater than or equal to two based upon average of four evaluable lobules). [Exclusions: drugs known to cause dry eyes and/or dry mouth, and dry eyes caused by contact lenses.]

(iii) Any of the following immune-mediated skin changes or rashes, observed by a Licensed Medical Specialist certified in rheumatology or dermatology; (a) biopsy-proven discoid lupus; (b) biopsy-proven subacute cutaneous lupus; (c) malar rash – fixed erythema, flat or raised, over the malar eminences, tending to spare the nasolabila folds [Exclusion: rosacea or redness caused by sunburn]; or (d) biopsy-proven vasculitic skin rash.

GROUP II FINDINGS

(iv) Positive ANA greater than or equal to 1:40 (using Hep2), on two separate occasions separated by at least two months and accompanied by at least one test showing decreased complement levels of C3 and C4; or a positive ANA greater than or equal to 1:80 (using Hep2) on two separate occasions separated by at least two months. All such findings must be outside of the performing laboratory's reference ranges.

(v) Abnormal cardiopulmonary symptoms, defined as (a) pericarditis documented by pericardial friction rub and characteristic echocardiogram findings (as reported by a Licensed Medical Specialist certified in radiology or cardiology); (b) pleuritic chest pan documented by pleural friction rub on exam and chest x-ray diagnostic of pleural effusion (as reported by a Licensed Medical Specialist certified in radiology); or (c) interstitial lung disease in a non-smoker diagnosed by a Licensed Medical Specialist certified in pulmonology or internal medical, confirmed by (i) chest x-ray or CT evidence (as reported by a Licensed Medical Specialist certified in radiology) and (ii) pulmonary function testing abnormalities defined as decreased DLCO less than 80 percent of predicted.

(vi) Myositis or myopathy, defined as any two of the following: (a) EMG changes characteristic of myositis: short duration, small, low amplitude polyphasic

potential; fibrillation potentials; and bizarre high-frequency repetitive discharges; (b)abnormally elevated CPK or aldolase from the muscle (outside of the performing laboratory's reference ranges) on two separate occasions at least six weeks apart. (If the level of the initial test is three times normal or greater, one test would be sufficient.) [Exclusions: injections, trauma, hypothyroidism, prolonged exercise or drugs known to cause abnormal CPK or aldolase]; or (c) muscle biopsy (at the site that has not undergone EMG testing) showing evidence of necrosis of type 1 and 2 muscle fibers, phagocytosis and an interstitial or perivascular inflammatory response interpreted as characteristic of myositis or myopathy by a pathologist.

(vii) Peripheral neuropathy or polyneuropathy, diagnosed by a Licensed Medical Specialist certified in neurology, confirmed by (a) objective loss of sensation to pinprick, vibration, touch or position; 9(b) symmetrical distal muscle weakness; (c) tingling and/or burning pain in the extremities; or (d) loss of tendon reflex, plus nerve conduction testing abnormality diagnostic of peripheral neuropathy or polyneuropathy recorded from a site that has not undergone neural or muscular biopsy. [Exclusions: thyroid disease, antineoplastic treatment, alcoholism or other drug dependencies, diabetes, or infectious disease within the last three months preceding the diagnosis.]

GROUP III FINDINGS

(viii) Other immune-mediated skin changes or rashes, observed by a Licensed Medical Specialist certified in rheumatology or dermatology: (a) livedo reticularis; (b) lilac (heliotrope), erythematous scaly involvement of the face, neck, shawl area and extensor surfaces of the knees, elbows and medial malleoli; (c) Gottron's sign, pink to violaceous scaling areas typically found over the knuckles, elbows and knees; or (d) diffuse petechiae.

(ix) Any of the following serologic abnormalities: (a) ANA greater than or equal to 1:40 (using Hep2) on two separate occasions separated by at least two months; (b) one or more positive ANA profile: Anti-DNA, SSA SSB, RNP, SM, Scl-70, centromere, Jo-1 PM-Scl, or double-stranded DNA (using ELISA with standard cutoffs); (c) anti-microsomal, anti-cardiolipin or RF greater than or equal to 1:80.

(x) Raynaud's phenomenon, evidenced by a physician-observed two (cold-related) color change as a progression, or by physician observation of evidence of cold-related vasospasm or by physician observation of digital ulceration resulting from Raynaud's phenomenon.

(xi) Myalgias, defined as tenderness to palpation, performed by a physician, in at least three muscles, each persisting for at least six months.

(xii) Dry mouth, subjective complaints of dry mouth accompanied by decreased parotid flow rate using Lashley cups with less than 0.5 ml per five minutes. [Exclusion: drugs known to cause dry mouth.]

PART C: RUPTURE

13. RUPTURE OF A DOW CORNING BREAST IMPLANT

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

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

EXHIBIT B-1

REGISTRATION/OPT-IN FORM

DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT

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

THE INFORMATION PROVIDED IN THIS FORM WILL REMAIN CONFIDENTIAL, EXCEPT AS PROVIDED IN THE DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT

The Registration/Opt-In Form must be completed, signed and sent to British Columbia Settlement Class Counsel postmarked no later than April 12, 1999.
If you fail to do so, you will be barred completely and forever from receiving compensation pursuant to the Agreement.

Please mail this form to the BRITISH COLUMBIA SETTLEMENT CLASS COUNSEL
Suite 1001 - 805 West Broadway
Vancouver, B.C. V5Z 1K1
CANADA

If you fail to complete, sign and send this Registration/Opt-In-Form to Class Counsel postmarked on or before _____ [The Registration Deadline], you will be barred completely and forever from receiving compensation pursuant to the Agreement.

IDENTIFICATION OF CLAIMANT REGISTERING TO JOIN THE SETTLEMENT

Last Name	First Name Middle Name/Initial	Any Other Last Names You Have Used

Current Address	City, Province	Postal Code	Telephone Number

Date of Birth	Social Insurance Number

IF YOUR ADDRESS CHANGES, INFORM SETTLEMENT CLASS COUNSEL IN WRITING.
Check the responses that apply and provide additional information where requested.

1. **Your lawyer, if you have one:**

Last Name	First Name	Law Firm Name
Address	Province, Country	Telephone Number

2. **Did you reside in British Columbia on August 1, 1998?**

❒ Yes. ❒ No.

If no, please indicate the address of your residence on August 1, 1998:

Address	City	Province, Country

3. **I am filing this claim against Dow Corning because:**

❒ I have an injury I believe to be caused by Dow Corning Breast Implant(s), or Dow Corning Breast Implant Raw Materials.

❒ Although I do not currently wish to make a claim under the Agreement I want to preserve my right to seek payment under the Agreement within the next five (5) years.

4.	**Please indicate the date and place your Dow Corning Breast Implant(s) was (were) implanted, and (if known) the name and/or model of your Dow Corning Breast Implant(s):**		
	Date	City, Province, Country	Name/Model
	Date	City, Province, Country	Name/Model
	Date	City, Province, Country	Name/Model
5.	**Please indicate the date and place that any Breast Implant(s) <u>other than</u> Dow Corning Breast Implant(s) was (were) implanted and (if known) the name, model and/or manufacturer of that (those) implant(s):**		
	Date	City, Province, Country	Name/Model/Manufacturer of Implant
	Date	City, Province, Country	Name/Model/Manufacturer of Implant
	Date	City, Province, Country	Name/Model/Manufacturer of Implant
6.	**Have you filed a Proof of Claim in Dow Corning's Bankruptcy Case in the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division (*In re Dow Corning Corporation, Debtor, Case No: 95-20512-11-AJS)*?**		
	❒ No.		
	❒ Yes. If yes, please indicate the confirmation number of your Proof of Claim here:		
7.	**Are you or were you a party in any other breast implant lawsuit (including any individual or class action lawsuit) that was previously filed concerning Dow Corning Breast Implant(s) or Dow Corning Breast Implant Raw Materials?**		
	❒ No.		
	❒ Yes. If yes, please list the name and address of the court where the lawsuit was filed:		
8.	❒ I swear that I have not (a) accepted nor agreed to accept compensation from Dow Corning and/or the Released Parties regarding breast implants, (b) have not released by settlement, judgment, court order or otherwise, Dow Corning and/or the Released Parties regarding breast implants, and (c) have not had dismissed by court order an action against Dow Corning and/or the Released Parties regarding breast implants.		

	IDENTIFICATION OF PERSON SIGNING THIS REGISTRATION FORM (CHECK ONLY ONE):
9(a)	❒ I am the above-identified breast implant recipient. I am signing this Registration/Opt-In Form to register myself for benefits under the Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement.
9(b)	❒ I am the guardian, custodian, executor, administrator or court-appointed representative of the above-identified breast implant recipient (or her estate). I am signing this Registration/Opt-In Form to register her (or her estate) for benefits under the Dow Corning/British Columbia Breast Implant Litigation Settlement. **With this Registration/Opt-In Form, I have included a copy of court order or other official document appointing me as her representative.**
	REPRESENTATIVE INFORMATION: **(This Section is to be completed only by the person who checked box 9(b).)**
	Name:
	Title:
	Mailing Address:
	Telephone Number:

I declare under penalty of perjury that the information on this Registration/Opt-In Form is true, correct and complete to the best of my knowledge, information and belief.

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

EXHIBIT B-2

OPT-OUT FORM

DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT

Harrington v. Dow Corning et al.,
Supreme Court of British Columbia, Vancouver Registry No. C95-4330

This is **NOT** a Registration Form or a Claim Form.
This form **EXCLUDES** you from participating in the above-noted class proceeding against Dow Corning Corporation, Dow Corning Canada Inc. and The Dow Chemical Company. You may continue to participate in the class proceeding against the remaining defendants.

The information provided in this form will remain confidential, except as provided in the Dow Corning/British Columbia and Other Provinces Breast Implant Settlement.

This Opt-Out Form must be completed, signed and sent to Class Counsel postmarked no later than April 12, 1999.

Please mail this form to British Columbia Settlement Class Counsel
Suite 1001 - 805 West Broadway
Vancouver, B.C. V5Z 1K1
CANADA

IDENTIFICATION OF PERSON OPTING OUT OF THE CLASS ACTION

Last Name	First Name	Middle Name/Initial	All Other Last Names You Have Used
Current Address		City, Province	Postal Code
Telephone Number	Date of Birth	Social Insurance Number	

I am signing this form to exclude myself from the Dow Corning/British Columbia And Other Provinces Breast Implant Settlement. I understand that by opting out I am forever barred from participating in *Harrington v. Dow Corning et al*., Supreme Court of British Columbia, Vancouver Registry No. C95-4330, as against the defendants Dow Corning Corporation, Dow Corning Canada Inc. and The Dow Chemical Company, but that I may continue any claim against the remaining defendants.

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

Date Signed	Signature If signed by a Personal Representative attach a copy of the court order or other document appointing you as her representative.

EXHIBIT C-1

CLAIM FORM

DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT

You must also have submitted a Registration/Opt-In Form prior to the Registration Deadline.
You must complete all pages of this form. Attach additional pages if space is insufficient.
Please type or print legibly in ink.

THE INFORMATION PROVIDED IN THIS FORM WILL REMAIN CONFIDENTIAL EXCEPT AS PROVIDED IN THE DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT

Please mail this form to the CLAIMS ADMINISTRATOR at:
P. O. Box____
Vancouver, B.C. Canada _____

To preserve eligibility for benefits under the Agreement:

- **you must submit a completed and signed Claim Form to the Claims Administrator postmarked on or before _____, 1999 [the Initial Claim Deadline];**
- **you must submit Products Identification Documentation to The Claims Administrator postmarked on or before _____, 1999 [the Initial Claim Deadline];**
- **if you are asserting a Current Claim you must also submit Supporting Medical Documentation to the Claims Administrator postmarked on or before _____, 1999 [the Initial Claim Deadline].**

Refer to Exhibit D, Sections 2 and 4 for instructions regarding Product Identification Documentation and Supporting Medical Documentation. If you fail to meet these deadlines, you will be barred completely and forever from receiving compensation pursuant to the Agreement.

IDENTIFICATION OF CLAIMANT

Last Name	First Name Middle Name/Initial	Any Other Last Names You Have Used

Current Address	City, Province	Postal Code	Telephone Number

Date of Birth	Social Insurance Number	Registration Number in Class Action, if any

CLAIMS OPTIONS

YOU MUST CHOOSE ONLY ONE OF THE FOUR OPTIONS LISTED HERE TO RECEIVE BENEFITS.

❒ **1. Expedited Settlement Claim:** I elect to make a claim for an Expedited Settlement Claim payment of $US 1,200. I understand that by choosing this option I exclude myself from ever receiving another payment from Dow Corning regarding Breast Implants or Breast Implant Raw Materials. With this Claim Form, I attach Product Identification Documentation prove that I have or had Dow Corning Breast Implants.

❒ **2. Raw Materials Claim:** I elect to make a Raw Materials Claim for payment of $US 330. With this Claim Form, I attach Product Identification Documentation to prove that I have or had Breast Implants manufactured by a company other than Dow Corning that contains or contained Dow Corning Breast Implant Raw Materials.

❒ **3. Current Claim:** I elect to make a claim for compensation for the Designated Medical Condition checked below. With this Claim Form, I attach Product Identification Documentation to prove that I have or had Dow Corning Breast Implant(s), and Supporting Medical Documentation to prove that I suffer from the Designated Medical Condition checked below.

Option I		**Level A**
		Level B
		Levels C & D
Option II		**Scleroderma/Lupus - Level A**
		Scleroderma/Lupus - Level B
		Scleroderma/Lupus - Level C
		General Connective Tissue Syndrome/Polymyositis/Dermatomyositis - Level A
		General Connective Tissue Syndrome - Level B
Rupture		**I elect to make a Rupture Claim. I understand that my Rupture Claim may be made alone or in addition to an election under Options I or II, above. With this Claim Form, I attach Product Identification Documentation and Rupture Documentation to prove that I had a Rupture of one or more Dow Corning Breast Implants.** **(Ongoing Claimants may make a Rupture Claim now and still preserve their right to make a claim under Option I or II prior to the Final Claim Deadline.)**

❒ **4. Ongoing Claim:** I elect not to make an Option I or Option II claim for compensation for a Designated Medical Condition at this time, but I wish to preserve my right to make such a claim prior to the Final Claim Deadline. With this Claim Form, I attach Product Identification Documentation prove that I have or had Dow Corning Breast Implants.

AUTHORIZATION OF RELEASE OF MEDICAL RECORDS

If you are making Current Claim or an Ongoing Claim, you must complete this authorization.

I hereby authorize and direct the release to the Claims Administrator 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.

Signature of Witness	**Signature of Settlement Class Member (or Representative)**
Name of Witness (type or print)	**Date Signed**

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

Date Signed	**Signature** **If signed by a Personal Representative, attach a copy of the court order or other document appointing you as her representative.**

EXHIBIT C-2

ONGOING CLAIM FORM

DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT

You must also have submitted a Registration/Opt-In Form prior to the Registration Deadline
AND a Claim Form prior to the Initial Claim Deadline.
You must complete all pages of this Ongoing Claim Form. Attach additional pages if space is insufficient.
Please type or print legibly in ink.

THE INFORMATION PROVIDED IN THIS FORM WILL REMAIN CONFIDENTIAL EXCEPT AS PROVIDED IN THE DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT
Please mail this form to the CLAIMS ADMINISTRATOR at: P. O. Box_____ Vancouver, B.C. Canada _____
To preserve eligibility for benefits under the Agreement, this Ongoing Claim Form must be completed, signed and sent to the Claims Administrator postmarked no later than _____, 200___ [the Final Claim Deadline]. If you fail to do so, you will be barred completely and forever from receiving compensation pursuant to the Agreement.

IDENTIFICATION OF CLAIMANT MAKING AN ONGOING CLAIM

Last Name	First Name	Middle Name/Initial	Any Other Last Names You Have Used

Current Address	City, Province	Postal Code	Telephone Number

Date of Birth	Social Insurance Number	Proof of Claim Number(s), if any

Ongoing Claim. I elect to make a claim for compensation for the Designated Medical Condition checked below. With this Ongoing Claim Form, I attach Supporting Medical Documentation to prove that I suffer from the Designated Medical Condition checked below.

Option I	❒ Level A
	❒ Level B
	❒ Level C & D
Option II	❒ Scleroderma/Lupus - Level A
	❒ Scleroderma/Lupus - Level B
	❒ Scleroderma/Lupus - Level C
	❒ General Connective Tissue Syndrome/Polymyositis/Dermatomyositis - Level A
	❒ General Connective Tissue Syndrome - Level B

AUTHORIZATION OF RELEASE OF MEDICAL RECORDS **If you are making an Ongoing Claim, you must complete this authorization.**	
I hereby authorize and direct the release to the Claims Administrator 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.	
Signature of Witness	**Signature of Settlement Class Member (or Representative)**
Name of Witness (type or print)	**Date Signed**

I declare under penalty of perjury that the information on this Claim Form is true, correct and complete to the best of my knowledge, information and belief.	
Date Signed	**Signature** (If signed by a Personal Representative, attach a copy of the court order or other document appointing you as her representative.)

EXHIBIT C-3

C A N A D A
PROVINCE OF BRITISH COLUMBIA

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

HELEN HARRINGTON

Representative Plaintiff,

v.

DOW CORNING CORPORATION, DOW CORNING CANADA, INC., THE DOW CHEMICAL COMPANY, DOW CORNING-WRIGHT CORPORATION, et al.

Defendants.

PROVINCE OF BRITISH COLUMBIA
Supreme Court
No: C95 4330 Vancouver Registry
Proceeding under the Class Proceedings Act, 1995

SOLICITOR'S CERTIFICATE OF LEGAL ADVICE

(To be submitted to the Claims Administrator before or simultaneously with the submission of the Claim Form by the Settlement Class Member(s) 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 Member(s) whose names are listed on Attachment 1 to this certificate;

3. I obtained a copy of the "Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement," dated January ___, 1999 ("Agreement") and prior to each Settlement Class Member, listed on Attachment 1, signing and submitting a 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 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 C-4

C A N A D A
PROVINCE OF BRITISH COLUMBIA

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

HELEN HARRINGTON

Representative Plaintiff,

v.

DOW CORNING CORPORATION, DOW CORNING CANADA, INC., THE DOW CHEMICAL COMPANY, DOW CORNING-WRIGHT CORPORATION, et al.

Defendants.

PROVINCE OF BRITISH COLUMBIA
Supreme Court
No: C95 4330 Vancouver Registry
Proceeding under the Class Proceedings Act, 1995

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 above-named action, and have agreed to participate in the Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement (the "Agreement") involving these Defendants.

2. I have received a copy and/or I understand the terms of the Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement.

3. I have had the opportunity to obtain legal advice, but I have declined to do so.

4. If I am asserting a Current Claim or an Ongoing Claim, I have executed the Authorization of Release of Medical Records in the 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).

5. I make this Affidavit and execute the Authorization of Release of Medical Records in order to provide the Claims Administrator of the Dow Corning/British Columbia and Other Provinces 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.

6. All the information contained in, or submitted with, my Registration/Opt-In Form, Claim Form and/or Ongoing Claim Form is true and complete to the best of my knowledge and belief.

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 C-5

RELEASE OF DOW CORNING AND THE RELEASED PARTIES

By_____
Settling Claimant (Please type or print)

This release is executed by or on behalf of the Settling Claimant named above, who is a Settlement Class Member as that term is defined in the "Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement," dated January ___, 1999 (which agreement is referred to herein as the "Agreement" or the "Settlement").

WHEREAS, the Settlement Class Member named above is or was a Dow Corning Breast Implant Recipient or the recipient of at least one Breast Implant that is not a Dow Corning Breast Implant but that contains or contained Dow Corning Breast Implant Raw Materials;

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

WHEREAS, the Class Action was filed against, among other defendants, Dow Corning Corporation, Dow Corning Canada, Inc., The Dow Chemical Company and Dow Corning-Wright Corporation (collectively referred to herein as "Dow Corning");

WHEREAS, the representative Plaintiff in the Class Action entered into the Agreement with Dow Corning regarding the compensation of the Settlement Class Members and the cessation of the Class Action and other actions relating to Dow Corning Breast Implants;

WHEREAS, the British Columbia Court and the U.S. Bankruptcy Court have issued orders approving the Agreement;

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

WHEREAS, 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 claims arising out of or related to her Dow Corning Breast Implant(s) or Dow Corning Breast Implant Raw Materials that she has brought, might have brought, or could bring in the past, present or future against Dow Corning and/or the Released Parties. The Settlement Class Member agrees further that any compensation approved under the Agreement to be paid to the Settlement Class Member constitutes the sole and total compensation to the Settlement Class Member for any such claims.

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, the Settlement Class Member's share of the Settlement Amount (if any) as determined by the Claims Administrator, and as reflected herein, every claim arising out of or related in any way to Settlement Class Member's Dow Corning Breast Implant(s) and/or Dow Corning Breast Implant Raw Materials that the Settlement Class Member or Supplemental/Family Member claimants who are related to such Settlement Class Member had, has or may have in the future was, on the effective date of the Agreement, and is now conclusively compromised, settled, released and discharged, and, as of the effective date of the Agreement, the Settlement Class Member on behalf of herself and any Supplemental/Family Member claimant to whom she is related, forever releases and discharges Dow Corning Corporation, Dow Corning Wright Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and, for each of the aforementioned, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns, and the "Settling Insurers," as that term is defined in the Confirmed Plan of Reorganization, from any past, present and future claims, actions, demands and liabilities of any nature whatsoever relating to Breast Implants and/or their component Raw Materials.

V. WARRANTIES

The Settlement Class Member warrants that she:

A. has received or has had the opportunity to receive 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 and/or the Released Parties or any person acting on behalf of Dow Corning and/or the Released Parties other than as set out in the Agreement and this Release; and

C. has provided true and correct information in her Registration/Opt-In Form, Claim Form, Ongoing Claim Form and/or any related claims documents and materials that she submitted to the Claims Administrator.

VI. NO ADMISSION

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

VII. USE OF THIS RELEASE

This Release may be pleaded as a full and complete defense by Dow Corning and/or the Released Parties to any action, suit or proceeding initiated or pursued by or connected to the Settlement Class Member in connection with any claim arising out of or relating in any way to Breast Implants and/or their component raw materials or to 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 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

Witnessed By _____
Signature

Name:_____
(Please type or print.)

Address: _____

Name: _____
(Please type or print.)

_____

_____

EXHIBIT D

CLAIMS ADMINISTRATION PROCEDURES

The procedures set forth herein for the administration of the Settlement Amount and for the registration, submission, processing, approval, compensation and appeal of claims pursuant to the Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement were prepared by Class Counsel on behalf of the Plaintiff and Class Members. The procedures will be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the British Columbia 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. Initial Payment

Subject to the direction of the British Columbia Court, the initial payment will be distributed in the following priority:

(i) Claims Facility administrative costs to a maximum of two hundred thousand dollars in United States currency ($US 200,000.00)

(ii) class disbursements,

(iii) Class Counsel fees, and

(iv) Approved Expedited Settlement Claims.

1.2. Second Payment

The second payment will be distributed in the following priority:

(i) Claims Facility administrative costs,

(ii) Class Counsel fees,

(iii) remaining Approved Expedited Settlement Claims, if any, and

(iv) subject to Paragraph 1.8, below, Approved Current Claims.

1.3. Third Payment

The third payment shall be distributed in the following priority:

(i) Claims Facility administrative costs,

(ii) Class Counsel fees,

(iii) Approved Raw Materials Claims, and

(iv) subject to Paragraph 1.8, below, Approved Current Claims.

1.4. Fourth Payment

The fourth payment will be distributed in the following priority:

(i) Claims Facility administrative costs,

(ii) Class Counsel fees, and

(iii) subject to Paragraph 1.8, below, Approved Current Claims.

1.5. Fifth and Sixth Payments

The fifth and sixth payments shall be distributed in the following priority:

(i) Claims Facility administrative costs,

(ii) Class Counsel fees,

(iii) subject to Paragraph 1.8, below, Approved Ongoing Claims, and

(iv) Any money remaining shall be paid, *pro rata*, among all Approved Current Claimants and all Approved Ongoing Claimants, or in such other equitable manner as may be approved by the British Columbia Court, except that Approved Rupture Claimants shall not receive this extra compensation.

1.6. Class Counsel Fees

The British Columbia Court shall retain ongoing authority, upon motion of Class Counsel, to allocate from each scheduled interim payment of the Settlement Amount

Class Counsel fees to be approved by the British Columbia Court and paid to Class Counsel or as the British Columbia Court directs.

1.7. Class Disbursements

The British Columbia Court shall retain authority, upon motion of Class Counsel, to allocate from any of the aforementioned scheduled interim payments disbursements incurred by Class Counsel for the benefit of all members of the Class to be paid to Class Counsel or as the British Columbia Court directs. Disbursements incurred by individual members of the Class are the responsibility of each individual member of the Class.

1.8. Installment Payments to Current and Ongoing Claimants

Subject to the direction of the British Columbia Court, the Claims Administrator shall pay each Approved Current Claimant her share of the Initial, Second, Third and Fourth Payments by installments: one installment after the Second Payment, one installment after the Third Payment, and one installment after the Fourth Payment. Each Approved Ongoing Claimant shall be paid her share of the Fifth and Sixth Payments by installment: one installment after the Fifth Payment and one installment after the Sixth Payment.

Pursuant to and subject to the conditions in Subparagraph 1.5(v), above, Approved Current Claimants and Approved Ongoing Claimants may be paid one final installment.

2. FORMS AND DOCUMENTATION

2.1. Registration/Opt-In Form

Subject to the British Columbia Courts' approval, the Registration/Opt-In Form, which is attached as Exhibit B-1 to the Agreement, must be submitted by the Registration Deadline. Eligibility requires proper completion and execution of the Registration/Opt-In Form, including swearing in Section 8 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 this 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.

2.2. Claim Form

The Claim Form is designed to enable a Class Member to make an Expedited Settlement Claim, a Raw Materials Claim, a Rupture Claim, or a Current Claim, or to register to make an Ongoing Claim by the Final Claim Deadline. The Claim Form,

which is attached as Exhibit C-1 to the Agreement, must be submitted to the Claims Administrator postmarked on or before the Initial Claim Deadline.

The Claim Form shall be accompanied by Product Identification Documentation sufficient to establish that the Class Member's Breast Implants are or were Dow Corning Breast Implants or contained Dow Corning Breast Implant Raw Materials, as provided in Section 2.4., below.

2.3. Ongoing Claim Form

Eligible Claimants who registered by the Initial Claim Deadline to make an Ongoing Claim must submit the Ongoing Claim Form, which is attached as Exhibit C-2 to the Agreement, postmarked on or before the Final Claim Deadline.

2.4. Product Identification Documentation

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

(a) contemporaneous hospital records or the implanting surgeon's report of the surgery specifying that the Class Member was implanted with Dow Corning Breast Implants, or

(b) contemporaneous copies of medical records that contain the package label for the Dow Corning Breast Implants with which the Class Member was implanted, or

(c) a product identification report pursuant to Subparagraphs I.B.7 and I.B.8 of Schedule I to Annex A to Settlement Facility and Fund Distribution Agreement of the Confirmed Plan of Reorganization identifying the Dow Corning Breast Implant pursuant to the unique product identifiers defined in Section I.D of Schedule I to Annex A to Settlement Facility and Fund Distribution Agreement of the Confirmed Plan of Reorganization.

(d) if the Product Identification Documentation specified in Subparagraphs 2.4(i)(a), (b) or (c), 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 Class Member's Dow Corning Breast Implants was performed, attesting that the 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 2.4(iii), below, and it must be accompanied by an affidavit from the Class Member stating:

- the steps taken by the Class Member to obtain Product Identification Documentation as outlined in Subparagraphs 2.4(i)(a) and (b) above; and

- the responses, if any, to those steps.

(ii) If a Class Member is unable to provide Product Identification Documentation as outlined in Subparagraphs 2.4(i)(a), (b), (c) or (d), above, the 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 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 2.4(iii), below.

Such other objective verification must be accompanied by an affidavit from the Class Member stating:

(a) the steps taken by the Class Member to obtain the Product Identification Documentation outlined in paragraph 2.4 above; and

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

(iii) Statements from medical personnel describing their typical or general practices concerning implant usage during a given time period, or a statement from the 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.

(iv) Production Identification Documentation of Dow Corning Breast Implant Raw Materials is equivalent to the proof otherwise required in this Paragraph 2.4 except the proof shall demonstrate the claimant's Breast Implant was a Breast Implant of the types that are listed in Part III, Paragraphs B and D of

Schedule I to Annex A to the Settlement Facility and Fund Distribution Agreement of the Confirmed Plan of Reorganization.

2.5. Supporting Medical Documentation

(i) Rupture Documentation:

Supporting Medical Documentation for Rupture shall consist of contemporaneous operative reports or pathology reports demonstrating that the Eligible Claimant has had a Rupture of one or more Dow Corning Breast Implants; and

(ii) Other Designated Medical Conditions:

Supporting Medical Documentation for Designated Medical Conditions shall consist of:

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

(b) where applicable pursuant to the Medical Conditions List, a statement of disability from Eligible Claimant's treating physician who has performed a disability examination and evaluation on the Eligible Claimant.

2.6. Notice of Final Claim Deadline

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

3. GENERAL CLAIMS PROCESSING GUIDELINES

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

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

3.3. The Claims Administrator has the obligation to institute procedures to assure an acceptable level of reliability and quality control of claims and claims payments. The Claims Administrator has the authority to verify independently all information contained in the materials submitted to the Claims Administrator by or on behalf of a Settlement Class Member and may require (as a condition to payment of a claim) the examination of a Settlement Class Member by a Licensed Medical Practitioner selected by the Claims Administrator. The expense of any such examination or review conducted at the request of the Claims Administrator shall be paid by the Claims Facility.

3.4. To deter potential fraud, all Claim Forms and Ongoing Claim Forms must be submitted and signed under penalties of perjury. The Claims Administrator shall institute proceedings for appropriate review and relief in the event of suspected fraud. When the Claims Administrator suspects fraud, he or she has the authority to require (as a condition to payment of a claim) the examination of the Settlement Class Member, additional laboratory testing of the Settlement Class Member by a laboratory selected by the Claims Administrator and independent tests on explanted and/or ruptured Breast Implant(s). The expenses of any such examination or test conducted at the request of the Claims Administrator shall be paid by the Claims Facility. If any such test or examination supports a finding of fraud, the Claims Administrator shall deny the claim and shall in its sole discretion, seek guidance from the British Columbia Court.

3.5. Unless the Claims Administrator informs and instructs the Settlement Class Member otherwise, the Claims Administrator shall assess each Settlement Class Member's claim solely on the basis of the materials submitted to the Claims Administrator by and on behalf of the Settlement Class Member. If the Claims Administrator determines that all of the Settlement Class Member's forms and documentation are acceptable, timely and proper, the Claims Administrator shall approve the Settlement Class Member's claim.

3.6. The Claims Administrator shall not authorize the release of payment to any Settlement Class Member whose claim has been approved unless and until it has received from the Settlement Class Member all properly executed releases and waivers pursuant to Section 6 of the Agreement.

3.7. The Claims Administrator may delegate, subject to his or her supervision, the implementation of these procedures to the Claims Officers.

3.8. With the exception of the provisions in Paragraph 1.8, above, for the payment of Approved Current Claims and Approved Ongoing Claims by installment, and the provisions in Subparagraph 1.5(v), above, and Paragraph 5.2, below, and Subparagraph 7.1(iii) of the Agreement, the payment of the amount of an Approved Claim to an Approved Claimant is an exclusive, sole and total payment, and under no

circumstances will the Approved Claimant receive any further or increased compensation from Dow Corning under this Agreement.

3.9. Technical Deficiencies

(i) If, during claims processing, the Claims Administrator finds that technical deficiencies exist in a Settlement Class Member's Claim Form, or other documentation, the Claims Administrator shall notify the Settlement Class Member, or her appointed counsel, of the technical deficiencies, and shall allow the Settlement Class Member thirty (30) days from the date of receipt of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty-day (30) 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) The technical deficiencies referred to in this Paragraph 3.9 shall not include missing the deadlines for filing the Registration/Opt-In Form, Claim Form, Ongoing Claim Form, Product Identification Documentation and/or Supporting Medical Documentation as set forth in the Agreement.

4. APPROVAL OR REJECTION OF CLAIMS

4.1. Expedited Settlement Claims

In order for an Eligible Claimant to become an Approved Expedited Settlement Claimant, the Claims Administrator must determine that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration/Opt-In Form to Class Counsel postmarked on or before the Registration Deadline,

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

(iii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Initial Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.4, above,

(iv) the Eligible Claimant or her lawyer forwarded a properly completed and executed Solicitor's Certificate of Legal Advice or Affidavit of Unrepresented Settlement Class Member to the Claims Administrator,

(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 has not made any other claim for compensation under the Agreement and otherwise meets the criteria and prerequisites for compensation set forth in the Agreement.

4.2. Current Claims

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

(i) the Eligible Claimant forwarded a properly completed and executed Registration/Opt-In Form to Class Counsel postmarked on or before the Registration Deadline,

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

(iii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Initial Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.4, above,

(iv) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Initial Claim Deadline and such documentation establishes that she has or had at least one Designated Medical Condition and meets the criteria outlined in Paragraph 2.5, above,

(v) the Eligible Claimant or her lawyer forwarded a properly completed and executed Solicitor's Certificate of Legal Advice or Affidavit of Unrepresented Settlement Class Member to the Claims Administrator,

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

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

4.3. Ongoing Claims

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

(i) the Eligible Claimant forwarded a properly completed and executed Registration/Op-In Form to Class Counsel postmarked on or before the Registration Deadline,

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

(iii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Initial Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.4, above,

(iv) the Eligible Claimant forwarded a properly completed and executed Ongoing Claim Form to the Claims Administrator postmarked on or before the Final Claim Deadline,

(v) the Eligible Claimant forwarded Supporting Medical Documentation to the Claims Administrator postmarked on or before the Ongoing Claim Deadline and such documentation establishes that she has or had at least one Designated Medical Condition and meets the criteria outlined in Paragraph 2.5, above,

(vi) the Eligible Claimant or her lawyer forwarded a properly completed and executed Solicitor's Certificate of Legal Advice or Affidavit of Unrepresented Settlement Class Member to the Claims Administrator,

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

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

4.4. Raw Materials Claims

In order for an Eligible Claimant to become an Approved Raw Materials Claimant, the Claims Administrator must determine that:

(i) the Eligible Claimant forwarded a properly completed and executed Registration/Opt-In Form to Class Counsel postmarked on or before the Registration Deadline,

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

(iii) the Eligible Claimant forwarded Product Identification Documentation to the Claims Administrator postmarked on or before the Initial Claim Deadline and such documentation meets the criteria outlined in Paragraph 2.4, above,

(iv) the Eligible Claimant or her lawyer forwarded a properly completed and executed Solicitor's Certificate of Legal Advice or Affidavit of Unrepresented Settlement Class Member to the Claims Administrator,

(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 has not made any other claim for compensation under the Agreement and otherwise meets the criteria and prerequisites for compensation set forth in the Agreement.

5. LIMITATIONS ON COMPENSATION FOR DESIGNATED MEDICAL CONDITIONS

5.1. 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 5.1. The term "post-implant" shall mean any time after the Eligible Claimant is implanted with a Dow Corning Breast Implant.

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

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

(iii) If, post-implant, an Eligible Claimant develops a more serious level of a pre-existing medical condition (e.g., the Eligible Claimant moves from Scleroderma/Lupus C -- to Scleroderma/Lupus A) and the Eligible Claimant meets the other eligibility requirements set forth in the Agreement, that 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/Lupus A) and (ii) the amount of compensation to which other Approved Claimants in the lower

compensated group are entitled (e.g., Scleroderma/Lupus C) at the time the claim is approved.

5.2. 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 Designated Medical Condition shall be entitled to receive the amount of compensation applicable only to the most highly compensated medical condition for which the Eligible Claimant qualifies, except that an Eligible Claimant who meets the eligibility requirements for Rupture and another Designated Medical Condition is entitled to compensation for both Rupture and the Designated Medical Condition, to be calculated in accordance with the ratios indicated in the Compensation Schedule, attached as Exhibit A-1 to the Agreement.

5.3. Compensation for Multiple Implants

(i) 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, her compensation under Option I or Option II of the Compensation Schedule shall be reduced by fifty (50%) percent. This shall apply regardless of whether or not she recovered compensation in any forum from the manufacturer of the non-Dow Corning Breast Implant or implants.

(ii) In any case where an Approved Claimant has had implanted in her body a Dow Corning Breast Implant and one or more Breast Implants that are not Dow Corning Breast Implants, the Approved Claimant may submit a request, accompanied by medical documentation as appropriate, to the Claims Administrator to modify the effect of the percentage-based calculation referred to in Paragraph 5.3(i), above.

(iii) In rendering its decision under this section, the Claims Administrator may consider:

(a) the length of time each respective Breast Implant was in place;

(b) the date of onset of various relevant symptoms; and

(c) implant Rupture.

6. REPORTS, NOTIFICATION AND PAYMENT

6.1. The Claims Administrator shall notify each Eligible Claimant as to (1) the approval or rejection of her Expedited Settlement Claim, Current Claim, Raw Materials Claim or Ongoing Claim, and (2) if applicable, her placement on the Compensation Schedule.

6.2. 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 British Columbia Court all Approved Expedited Settlement Claimants shall be paid in full before any Approved Current Claimants are paid.

6.3. Subject to Section 1, above, the Claims Administrator shall promptly make arrangements to pay Approved Current 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 be filed pursuant to Section 7, below, if any, and not be decided promptly, the Claims Administrator may, after consultation with Class Counsel and with leave of the British Columbia Court, make partial payment to Approved Current Claimants who have not filed such appeals.

7. APPEAL OF CLAIMS

7.1. Procedure

An Eligible Claimant shall be granted thirty (30) days from the date she receives notification pursuant to Section 6.1, 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 British Columbia Court except that the Claims Administrator will have the discretion to make payment to Eligible Claimant's on appeals that it determines will be successful.

7.2. Final Decision

The judgment of the British Columbia 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.

EXHIBIT E-1

METHODS OF DISTRIBUTION OF NOTICES

I. NOTICE OF APPROVAL ORDER AND REGISTRATION DEADLINE

Within fourteen (14) days after the entry of the British Columbia Court's Approval Order, Class Counsel will cause publication and distribution of the Notice of Approval and Registration Deadline, in the form attached to the Agreement as Exhibit E-2, or in a similar form otherwise mutually acceptable to the Parties, as follows:

A. Class Counsel will send by First Class Mail to all known members of the Resident Subclass and the Non-Resident Subclass individually or through their legal representative, if known, the Notice of Approval and Registration Deadline. Such mailing shall include a copy of the Registration/Opt-In Form and, in the case of members of the Resident Subclass a copy of the Opt-Out Form.

B. Class Counsel will cause the Notice of Approval and Registration Deadline to be published in each of the following newspapers:

Chronicle Herald/Mail (Halifax)
Evening Telegram (St. John's)
Free Press and Sun (Winnipeg)
Globe and Mail (Toronto)
Herald (Calgary)
Journal (Edmonton)
Leader Post (Regina)
News/North (Yellowknife)
Star Phoenix (Saskatoon)
Sun & Province (Vancouver)
Sun (Edmonton)
Sun (Calgary)
The Daily Gleaner (Fredericton)
Times Colonist (Victoria)
Whitehorse Star (Whitehorse)

C. Class Counsel will issue a press release that shall include the Notice of Approval and Registration Deadline to the newspapers listed in Paragraph I.B, above, and to radio and television stations, including CP Wire Service, CBC TV, CBC Radio (French and English) and CTV.

II. NOTICE OF APPROVAL AND EFFECTIVE DATE

Within ten (10) days after the Effective Date of this Agreement, Class Counsel will send by First Class Mail to all registered Settlement Class Members either individually or through their

legal representative, if known, the Notice of Approval and Effective Date, attached hereto as Exhibit E-3, or in a similar form otherwise mutually acceptable to the Parties.

III. COSTS OF PUBLICATION

As set forth in Paragraphs 2(vi) and 2(vii) of the Agreement, Dow Corning will pay the costs of publication and distribution of the notices pursuant to this Exhibit E-1.

EXHIBIT E-2

LEGAL NOTICE RE
BRITISH COLUMBIA AND OTHER PROVINCES

DOW CORNING BREAST IMPLANT SETTLEMENT

TO: Anyone implanted with Dow Corning Breast Implant(s) or breast implants containing Dow Corning Breast Implant Raw Materials who (a) as of August 1, 1998 resided in, or (b) was implanted with Breast Implants in, or (c) filed with the U.S. Bankruptcy Court presiding over the reorganization of the Dow Corning Corporation a Proof of Claim listing a residence in, any of: British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland, the Yukon Territories, or the Northwest Territories.

BRITISH COLUMBIA COURT APPROVAL

On February 11, 1999 the Supreme Court of British Columbia approved "The Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement" (the "Agreement" or "Settlement") resolving *Helen Harrington v. Dow Corning, et al.*, Registry No. C95 4330, as against Dow Corning (the "Class Action"), subject to confirmation by the U.S. Bankruptcy Court of the Amended Joint Plan of Reorganization of Dow Corning Corporation, filed February 4, 1999, of which the Settlement forms a part.

PARTICIPATION IN THE BRITISH COLUMBIA AND OTHER PROVINCES SETTLEMENT

You may be eligible to participate in the Settlement even if you did not file a Proof of Claim with the U.S. Bankruptcy Court. (1) If you DID file a Proof of Claim, in a few weeks, you will receive more information about the proposed Bankruptcy Plan and your rights under it. You may elect to participate in this Settlement, or elect treatment under Class 6.1 in the U.S. Bankruptcy Plan (which provides options to settle or litigate). (2) If you did NOT file a Proof of Claim with the U.S. Bankruptcy Court, you may not participate in the U.S. Bankruptcy Plan, but you are eligible to participate in this Settlement, or you may pursue individual litigation in Canada.

Resident Subclass: If you lived in British Columbia on August 1, 1998, and/or you filed a Proof of Claim with the U.S. Bankruptcy Court listing a residence in British Columbia, you are a member of the "Resident Subclass" of this Settlement. If you want to make a claim in this Settlement, you must submit a Registration/Opt-In Form, attached to the Agreement as Exhibit B-1, to the address on the form, postmarked on or before **April 12, 1999** (the Registration Deadline). If you do not want to participate in this Settlement you must submit an Opt-Out Form, attached to the Agreement as Exhibit B-2, postmarked on or before **April 12, 1999**.

Non-Resident Subclass: If you received your breast implant(s) in Canada, but outside of Quebec or Ontario, and/or you filed a Proof of Claim with the U.S. Bankruptcy Court listing a residence outside British Columbia, Ontario or Quebec, you are a member of the "Non-Resident Subclass" of this Settlement. If you want to make a claim in this Settlement you must submit a Registration/Opt-In

Form, attached to the Agreement as Exhibit B-1, to the address on the form, postmarked on or before **April 12, 1999** (the Registration Deadline). If you do not want to participate in this Settlement, you should do nothing.

The compensation paid under this Settlement will be comparable to, but not necessarily equal to, compensation paid under the U.S. Bankruptcy Plan. This Settlement is funded over seven years while the U.S. Bankruptcy Plan is funded over 15 years. This Settlement will be administered locally by a Canadian claims facility while the U.S. Bankruptcy Plan will be administered by an American claims facility. It is anticipated that the administration of claims will proceed more quickly in Canada because the number of claims to be processed will be small relative to the number of claims to be processed by the American claims facility. All claims to be paid under this Settlement will be paid in U.S. dollars.

SUMMARY OF AGREEMENT

Payment: Dow Corning or its agent will pay $US 25,126,797.94 over seven (7) years to settle this Class Action.

To make a claim, you do not have to prove causation, but you do have to prove that (a) you registered to participate in this Settlement, (b) you have or had Dow Corning Breast Implants or implants containing Dow Corning Breast Implant Raw Materials, and (c) (if applicable for the claim option that you select) you experienced Rupture or you have one of the Designated Medical Conditions described in the Agreement.

You may choose among the following claim options:

A. if you have or had a Dow Corning Breast Implant, but are not making a claim for injury, you may make a claim for a single expedited payment of $US 1,200, or

B. if you have or had a Dow Corning Breast Implant and can document certain Designated Medical Conditions and/or a Rupture, you may make a claim under the Compensation Schedule, attached to the Agreement as Exhibit A-1; however, the exact amounts of compensation you receive will depend on the total number of claims that are approved. (If you satisfy certain conditions, you may make claims both for a Designated Medical Condition and for Rupture.)

C. if you have a non-Dow Corning breast implant that contains Dow Corning Breast Implant Raw Materials and you filed a Proof of Claim, you may make a claim for a single payment of $US 330; however, the exact amount of compensation you receive will depend on the total number of Raw Materials Claims that are approved.

Releases: To participate in the Settlement and receive payment, you must release Dow Corning Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Dow Holdings, Inc., Dow Chemical Canada, Inc., Dow Corning Wright Corporation, Corning Incorporated, and for each of the, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns and the "Settling Insurers," as that term is defined in the Amended Joint Plan of Reorganization (collectively, "Dow Corning and the Released Parties"), from

any and all future liability involving your Dow Corning Breast Implant(s) or Dow Corning Breast Implant Raw Materials. if you participate in the Settlement, you claims against Dow Corning and the Released Parties will be deemed discharged, released and waived as of the effective date of the Agreement. To receive payment under the Agreement, you must complete and sign a Release of Dow Corning and the Released Parties, which is attached to the Agreement as Exhibit C-5. Participation in this Settlement may affect your right to pursue litigation against non-released corporations or individuals.

FURTHER INFORMATION

You may obtain a full copy of the Agreement with all exhibits and forms on the Internet at http://www.achesonco.com or http://www.kleinlyons.com. To receive a copy of the Agreement by mail or for other information contact:

British Columbia and Other Provinces Class Counsel

ACHESON & COMPANY
Att: Deborah A. Acheson, Q.C.
Att: Kevin W. Whitley
400 - 535 Yates Street
Victoria, B.C. V8W 2Z6
Telephone: (250) 384-6262
Facsimile: (250) 384-5353

CONNELL LIGHTBODY
Att: Mark R. Steven
1900 - 1055 West Georgia Street
Vancouver, B.C. V6E 4J2
Telephone: (604) 684-1181
Facsimile: (604) 641-3916

KLEIN LYONS
Att: David A. Klein
500 - 805 West Broadway
Vancouver, B.C. V5Z 1K1
Telephone: (604) 874-7171
Facsimile: (604) 874-7180

This notice summarizes the Agreement. In the event of contradiction between this notice and the Agreement, the Agreement shall govern. This notice has been approved by the Supreme Court of British Columbia.
Please keep this notice for future reference.

EXHIBIT E-3

NOTICE OF APPROVAL AND EFFECTIVE DATE OF THE DOW CORNING/BRITISH COLUMBIA AND OTHER PROVINCES BREAST IMPLANT LITIGATION SETTLEMENT AGREEMENT

To:All persons who timely and properly registered to join the Dow Corning/British Columbia and Other Provinces Breast Implant Litigation Settlement Agreement.

1.EFFECTIVE DATE OF THE AGREEMENT

Be advised that the Dow Corning/British Columbia and Other Provinces Breast Implant Settlement Agreement ("the Agreement") which was approved by the Supreme Court of British Columbia on _____ 1999, is, as of _____, effective by its terms.

2.DEADLINES

2.1.The Initial Claim Deadline is _____

To be eligible for approval for compensation under the Agreement, every registered claimant must submit a Claim Form, which is attached to this notice, postmarked on or before the Initial Claim Deadline of _____.

With the Claim Form, every claimant must also submit Product Identification Documentation, as defined in Paragraph 2.4 of Exhibit D to the Agreement, to show that her Breast Implants are or were Dow Corning Breast Implants or contain or contained Dow Corning Breast Implant raw materials.
With the Claim Form, if you are filing a Rupture Claim or a Current Claim, you must also submit Supporting Medical Documentation, as defined in Paragraph 2.5 of Exhibit D to the Agreement.

2.2.The Final Claim Deadline is _____

If you are not now suffering from a Designated Medical Condition but would like to preserve your rights to make a claim for compensation under this Agreement in the future, you must submit to the Claims Administrator a Claim Form with the Ongoing Claim option checked, post-marked on or before the Initial Claims Deadline of _____. Then, you must also submit an Ongoing Claim Form, attached to the Agreement as Exhibit C-2, with the selected Designated Medical Condition checked and Supporting Medical Documentation to the Claims Administrator, postmarked on or before the Final Claim Deadline of _____.

3.SUBMISSION INFORMATION

Please be advised that the documentation process take time. Act now. Do not wait until the few weeks before the deadline to begin the documentation process.

All documentation must be submitted to the Claims Administrator postmarked on or before the deadlines noted above.

If you need a copy of the Agreement or the Exhibits, please contact the Claims Administrator.

Claims Administrator

_____

_____

_____

Telephone:_____

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

This notice has been approved by the Supreme Court of British Columbia.

Please keep this notice for future reference.