

EXHIBIT E-4

RELEASE OF DOW CORNING AND THE RELEASED PARTIES

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Settlement Class Member (Please type or print.)

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

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

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

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

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

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

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

WHEREAS, Subparagraph 5.1 (iv) of the Agreement requires an Approved Claimant to execute a release confirming the release of Dow Corning and the Released Parties from certain claims before receiving benefits pursuant to the Agreement,

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

Exhibit E-4  
To Dow Corning/Quebec  
Breast Implant Litigation Settlement Agreement

## RELEASE

### I. DEFINITIONS

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

### II. EXCLUSIVE REMEDY

The Settlement Class Member acknowledges that the Agreement provides her sole and exclusive remedy for any Dow Corning Breast Implant Claims she has brought or might have brought in the past, present or future against Dow Corning and/or the Released Parties.

### III. NO INVOLVEMENT BY DOW CORNING

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

### IV. WAIVER, RELEASE AND DISCHARGE

By virtue of the valuable consideration referred to in the Agreement, including, but not limited to, the payment of the Settlement Amount by Dow Corning and the Settlement Class Member's share of the Settlement Amount (if any) as determined by the Claims Administrator, and as reflected herein, every Dow Corning Breast Implant Claim the Settlement Class Member had, has or may have in the future on the Effective Date Of This Agreement, as defined in the Agreement, was and is now conclusively compromised, settled, released and discharged, and as of the Effective Date Of This Agreement, the Settlement Class Member forever releases and discharges Dow Corning Corporation, Dow Corning Canada, Inc., The Dow Chemical Company, Corning Incorporated, Dow Holdings, Inc., Dow Chemical Canada, Inc., and, for each of the aforementioned, their predecessors, successors, subsidiaries, officers, directors, employees, divisions, affiliates, representatives, attorneys and assigns, and the "Settling Insurers," as that term is defined in the

Confirmed Plan of Reorganization, from any past, present and future claims, actions, demands and liabilities of any nature whatsoever relating to Breast Implants.

V. WARRANTIES

The Settlement Class Member warrants that she:

- A. has received or has had the opportunity to receive independent legal advice as to the nature, effect and extent of both the Agreement and this Release;
- B. has not been made any payment, promise, representation or inducement by Dow Corning or any person acting on its behalf other than as set out in the Agreement and this Release; and
- C. has provided true and correct information in her Registration & Claim Form, Affidavit Unrepresented of Settlement Class Member and related claims documents.

VI. NO ADMISSION

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

VII. USE OF THIS RELEASE

This Release may be pleaded as a full and complete defense by Dow Corning and/or the Released Parties to any action, suit or proceeding initiated or pursued by or connected to the Settlement Class Member or on her behalf in connection with Dow Corning Breast Implant Claims and the Agreement.

VIII. EXECUTION

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

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

Signed Under Seal

Dated \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Witnessed by \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(Please type or print.)

Name: \_\_\_\_\_  
(Please type or print.)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_