

SETTLEMENT AGREEMENT

Agreement made this _____ day of _____, 1992, by and between Alice L. Warren, and The Dow Chemical Company ("Dow"), Union Carbide Chemicals and Plastics Company Inc. ("Union Carbide"), Conoco, Inc. (formerly known as Continental Oil Company, and hereinafter referred to as "Conoco"), and The B.F. Goodrich Company ("Goodrich").

WHEREAS, Alice L. Warren filed suit against Dow, Union Carbide, Conoco, and Goodrich, in the United States District Court, District of Massachusetts, Western Section, Civil Action No. 89-30201F, entitled Alice L. Warren, Administratrix of the Estate of John J. Warren, Deceased v. The Dow Chemical Company, et al.;

WHEREAS, the parties hereto desire to settle and release their respective claims on the terms and conditions set forth below, with no admission of liability or wrongdoing;

NOW, THEREFORE, in consideration of the agreements and mutual covenants and subject to the terms and conditions set forth below, the parties hereto hereby act and agree as follows:

1. Forthwith after execution of this Agreement,
 - (a) Dow, Union Carbide, Conoco, and Goodrich will pay to Alice L. Warren the collective sum of One (\$1.00) Dollar plus other valuable and adequate consideration.

UCC 080615

(b) Alice Warren will execute and provide to Dow, Union Carbide, Conoco and Goodrich a release in the form attached hereto as Exhibit "A".

(c) Alice Warren shall dismiss, with prejudice, without costs without attorneys' fees and with all rights of appeal waived, her claims against Dow, Union Carbide, Conoco, and Goodrich in the above-referenced civil action.

2. The terms of this Settlement Agreement, including, but not limited to, the dollar amount of the settlement, the fact of settlement, or any dollar "range" of settlement, shall be kept confidential by the parties and their officers, agents and employees, and shall not be disclosed, publicized or advertised by any of the foregoing, except as disclosure may be required by law or any order of a court or tribunal of competent jurisdiction.

3. The parties acknowledge and agree that this Settlement Agreement is not be construed as an admission of any liability whatsoever on the part of any party hereto and that it is entered into solely for the purpose of sparing the parties a burden which would be imposed by litigation.

4. This Settlement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and personal representatives.

5. This Agreement and the attached Exhibit "A" set forth all rights and obligations of the parties, and no term or provision thereof, including without limitation, the terms and provisions contained in this sentence, shall be deemed waived, modified, or altered so as to impose any additional obligation or grant any additional right, and no custom, payment, act, knowledge, extension of time, favor or indulgence, gratuitous or otherwise, or words or silence at any time, shall grant any additional right or impose any additional obligation, except as set forth in a written instrument properly executed and expressly stating that it is and the extent to which it is intended to be so effective. No assent, express or implied, to, or waiver of, any breach of any term or provision of this Agreement and the exhibit hereto, shall be deemed to be an assent or a waiver to or of such or any succeeding breach of the same or any other term or provision.

6. If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and such term or condition except to such extent and in such application, shall not be effected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the full extent and in the broadest application permitted by law.

7. This Settlement Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof under seal as of the date first above written.

Alice L. Warren
Alice L. Warren

CORPORATE
SEAL

THE DOW CHEMICAL COMPANY

By: W. R. Roberts, Secretary
Its SECRETARY

CORPORATE
SEAL

UNION CARBIDE CHEMICALS and
PLASTICS COMPANY INC.

By: W. J. Anderson
Its

CORPORATE
SEAL

CONOCO, INC.

By: _____
Its

CORPORATE
SEAL

THE B.F.GOODRICH COMPANY

By: _____
Its