

RELEASE OF ALL DEMANDS

Dated: _____, 1992

In consideration of ONE (\$1.00) DOLLAR and other valuable and adequate consideration paid to Alice Warren, by 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"), the receipt and sufficiency of which are hereby acknowledged, I, Alice Warren, hereby release and forever discharge Dow, Union Carbide, Conoco, and Goodrich, their subsidiaries, affiliates, and related companies, and their officers, directors, employees, agents, insurers, successors, heirs, and assigns against whom claim has been made or may be made arising out of the events more particularly hereafter described in which John Warren was allegedly injured, of and from all causes of action and any and all claims, demands and liabilities whatsoever which against Dow, Union Carbide, Conoco, and Goodrich and their subsidiaries, affiliates, and related companies, and their officers, directors, employees, agents, insurers, successors, heirs and assigns, I now have or ever had at any time, including but not limited to, all claims that were or could have been asserted in the civil action entitled: Alice L. Warren, Administratrix of the Estate of John J. Warren, Deceased v. The Dow Chemical Company. et al., United States District Court, District of Massachusetts, Western Section, Civil Action No. 89-30201F, and more especially with respect to

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the alleged exposure of John Warren to vinyl chloride monomer produced or sold by Dow, Union Carbide, Conoco, and Goodrich which exposure allegedly took place during the course of John Warren's employment with Monsanto Chemical Company at its facility located in Indian Orchard, Massachusetts over a period of years. This Release specifically includes all personal injury and losses of consortium or services, and consequences thereof, including pain and conscious suffering and, also, any damages or recoveries allowable under the wrongful death statute, M.G.L. c. 229, §1 et. seq., and any injuries and losses which may exist but which, at this time, are unknown and unanticipated and which may develop at some time in the future, and all unforeseen developments arising from said known or unknown injuries and losses.

Alice Warren warrants that there are no liens upon, or subrogation claims made with respect to, the settlement money paid to her on behalf of the Releasees, except for any lien upon the recovery pursuant to M.G.L. c. 152 sec. 15, and any attorneys' liens for services rendered to her, which liens she shall satisfy. Alice Warren agrees that, prior to the payment of the settlement amount, she will obtain Court approval of the settlement pursuant to M.G.L. c. 152, Section 15. If any person or entity sues any Releasee for any claims arising out of any alleged lien or subrogation claim relating to, or arising out of, either the moneys paid to Alice Warren in settlement, or the incident which is the subject of the

above-referenc d civil action, Alice Warren will hold harmless and indemnify the Releasees in addition to, and not in lieu of, any other remedies the Releasees may have for breach of this warranty.

It is expressly understood and agreed that the acceptance of the above said amount and other valuable consideration is in full accord and satisfaction of a disputed claim and that th payment of the said amount is not an admission of liability.

I have been represented by and received the advice of counsel in regard to the execution of this agreement.

IN WITNESS WHEREOF, Alice Warren as administratrix of the Estate of John Warren and on behalf of herself individually hereunto sets her hand and seal this _____ day of _____ 1992.

Alice Warren

Signed in the presence of:

COMMONWEALTH OF MASSACHUSETTS

HAMPTON, SS .

, 1992

Then personally appeared the above-named Alice Warren and acknowledged the foregoing Release to be her free act and deed, as the administratrix of the Estate of John Warren and in her individual capacity, before me.

Notary Public
My Commission Expires:

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