

SETTLEMENT AGREEMENT ADDENDUM

BETWEEN

BIOMET, INC.

AND

**PLAINTIFFS EXECUTIVE COMMITTEE FOR IN RE: BIOMET M2A MAGNUM HIP
IMPLANT PRODUCTS LIABILITY LITIGATION, MDL No. 2391**

Introduction/Explanation

The original Settlement Agreement between Biomet, Inc. and Plaintiffs Executive Committee for *In re: Biomet M2A Magnum Hip Implant Products Liability Litigation*, MDL No. 2391 was finalized and executed by the parties effective January 31, 2014 (the “Agreement”). The parties now intend to amend the Agreement as follows:

Section 6.0 of the original Agreement provides:

*6. **Escrow**: Within thirty (30) days of an agreement that, or the Court determining that any of the 90% acceptance requirements of Paragraph 5 have been met, Biomet will pay or cause to be paid an initial payment of \$50,000,000 to Esquire Bank to be held in Escrow. Any “early” notice Paragraph 2 cases, as described in Paragraph 5 above, will be paid on or before September 26, 2014. To the extent additional funds are needed to fund settlements and the PEC and Biomet’s counsel have agreed in writing that such funds are needed, within fifteen (15) business days of receipt of a written request co-signed by a representative of the PEC and Biomet’s counsel, Biomet will pay, or cause to be paid sufficient funds to pay the accepted and agreed to settlement payments.*

The parties have agreed to rewrite Section 6.0 of the Agreement in its entirety to read as follows:

*6. **Escrow**: Within thirty (30) days of an agreement that, or the Court determining that any of the 90% acceptance requirements of Paragraph 5 have been met, Biomet will pay or cause to be paid an initial payment of \$50,000,000 to a bank of Plaintiffs’ Counsels’ choosing to be held in Escrow. Any “early” notice Paragraph 2 cases, as described in Paragraph 5 above, will be paid on or before September 26, 2014. To the extent additional funds are needed to fund settlements and the PEC and Biomet’s counsel have agreed in writing that such funds are needed, within fifteen (15) business days of receipt of a written request co-signed by a representative of the PEC and Biomet’s counsel, Biomet will pay, or cause to be paid sufficient funds to pay the accepted and agreed to settlement payments.*

The reason for this amendment is that the Plaintiffs' Executive Committee and the Attorneys for Biomet have agreed it is the best interest of the Biomet Plaintiffs any to have the flexibility to choose a Bank that that can best accomplish the settlement objectives.

This document, dated the 18th day of September, 2014, will serve as an addendum to the original Agreement to further memorialize the agreement between the parties. The original Agreement was finalized and executed by the parties effective January 31, 2014. (See Document No. 1317-1). Upon the execution of the Addendum it shall be deemed as a part of the original Agreement and when taken together, shall constitute one and the same document.

This Agreement is ratified in all other respects as originally written effective January 31, 2014.

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ADDENDUM SIGNATURE PAGE:

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| | <p>On behalf of the Plaintiffs Executive Committee <u>s/Thomas R. Anapol</u> Thomas R. Anapol ANAPOL SCHWARTZ 1710 Spruce Street Philadelphia, PA 19103 (215) 735-1130 tanapol@anapolschwartz.com</p> <p>W. Mark Lanier LANIER LAW FIRM, PC 6810 FM 1960 West Houston, Texas 77069 Phone: (713) 659-5200 Fax: (713) 659-2204 wml@lanierlawfirm.com</p> |
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