

BIOMET COMMON BENEFIT SETTLEMENT AGREEMENT

Dated January 31, 2014

This Settlement Agreement (hereinafter referred to as the "Biomet Common Benefit Settlement Agreement" is made January 31, 2014, by and between Biomet and the Plaintiffs Executive Committee appointed by the Court in MDL No. 2391 (hereinafter PEC).

RECITALS

WHEREAS, the PEC and other plaintiffs' attorneys represent plaintiffs who have made claims, in litigation as well as pre-litigation, against Biomet in connection with this MDL;

WHEREAS, Biomet, while not admitting any wrongdoing or conceding that plaintiffs have suffered any cognizable injury, nonetheless wish to encourage participation in the Settlement Agreement (hereinafter MSA) in Biomet M2A Magnum Hip Implant Products liability Litigation, MDL No. 2391 (hereinafter Biomet MDA), entered into on February 3, 2014, by assisting with the resolution of the Common Benefit Attorneys' Fees associated with this litigation;

WHEREAS, the PEC on behalf of themselves, other plaintiffs' attorneys, and their respective clients also wish to have assistance resolving the Common Benefit Attorneys' fee claims;

NOW THEREFORE, Biomet and the PEC, on behalf of themselves, other plaintiffs' attorneys, and their respective clients, agree as follows:

1. Pursuant to Paragraph 10 of the Biomet MSA, the Plaintiffs Executive Committee shall seek a Case Management Order (CMO) from the MDL Court, the Honorable Robert L. Miller, Jr., establishing a Common Benefit Fee Fund and a Common Benefit Cost Fund for MDL 2391.
2. Biomet shall deposit \$6 million into the Common Benefit Fee Fund established by the CMO at the time that Biomet's obligation to fund the Master Settlement Agreement vests pursuant to Paragraph 5 of that Agreement.
3. This is a private agreement. However, the CMO to be requested from the MDL Court shall specify that The Honorable Robert L. Miller, Jr. (hereinafter "the Court") or his designee shall preside over the award and disbursement of the Common Benefit Fees as specified by this Agreement and the CMO.
4. Biomet takes no position regarding, and shall have no responsibility or liability for, the amount of the Common Benefit Fees Fund, the award or any amounts awarded as Common Benefit Fees by virtue of this Agreement or the related CMO.
5. Biomet and its counsel are not responsible for any fees, expenses or costs to Common Benefit Attorneys or their respective clients under this Agreement, other than the

payment into escrow of the Settlement Funds to be paid pursuant to the MSA and the Common Benefit Fees Payment pursuant to Paragraph 2 of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the law of Indiana without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have duly executed this Common Benefit Settlement Agreement on February 3, 2014.

On behalf of the
COMMON BENEFIT
ATTORNEYS:

//S: Tom Anapol//

On behalf of
BIOMET, INC.:

//S: John Winter//