

This **FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT**, dated as of July 1, 2015 by agreement between (i) Howmedica Osteonics Corp., a/ka/ Stryker Orthopaedics (“HOC”) and (ii) Plaintiffs’ Settlement Oversight Committee, as identified in Section 21.1 of the Master Settlement Agreement dated November 3, 2014 (the “SOC”; the SOC and HOC, each a “Party” and collectively the “Parties”), that, pursuant to Section 21.10 of the Master Settlement Agreement dated November 3, 2014 (the “Settlement Agreement”), the Settlement Agreement shall be amended as follows (the Settlement Agreement and this First Amendment being collectively referred to herein as the “Agreement”):

1. Section 1.2.78 is *added* to the Agreement as follows:

The “Bank” means Huntington Bank, a financial institution with its corporate headquarters in Columbus, Ohio, or any such Person or Persons from time to time appointed by the SOC (after at least ten (10) business days prior written notice to HOC) to fulfill the functions of the financial institution for the qualified settlement fund to be managed by the Qualified Settlement Fund Administrator under, and in accordance with the terms of, this Agreement (so long as such Person or Persons continues to serve in such capacity).

2. Section 1.2.79 is *added* to the Agreement as follows:

“Stryker Settlement Fund Award Account” or “QSF Award Account” means the account at the Bank established by the Qualified Settlement Fund Administrator to accept and hold the qualified settlement fund monies from which the Qualified Settlement Fund Administrator will administer Settlement Program Award payments to Settlement Program Claimants, and under which the Qualified Settlement Fund Administrator will establish certain sub accounts as set forth pursuant to the terms and conditions of this Agreement; and the MDL and MCL Courts’ respective Orders establishing the QSF Award Account and related sub accounts.

3. Section 1.2.80 is *added* to the Agreement as follows:

“MCL Award Fund Account” means the sub account set up by the Qualified Settlement Fund Administrator as part of the QSF Award Account to administer Settlement Program Award payments to Settlement Program Claimants who are subject to the MCL cost assessment as set forth in Section 4.3.3 of the Agreement.

4. Section 1.2.81 is *added* to the Agreement as follows:

“MDL Award Fund Account” means the sub account set up by the Qualified Settlement Fund Administrator as part of the QSF Award Account to administer Settlement Program Award payments to Settlement Program Claimants who are subject to the MDL common benefit assessment as set forth in Section 4.3.3 of the Agreement.

5. Section 9.1.1 of the Agreement, which originally read:

HOC agrees, subject to the terms and conditions hereof (including in particular Sections 9.1, 10.2 and Article 17), and in consultation with the Claims Processor, to make the necessary payments that are required to fund the Settlement Program Awards.

is hereby amended as follows:

HOC agrees, subject to the terms and conditions hereof (including in particular Sections 9.1, 10.2 and Article 17), to make the necessary payments that are required to fund the Settlement Program Awards that will, in turn, be distributed to Settlement Program Claimants and their respective Primary Law Firm or to the Settlement Program Claimant's Primary Law Firm in trust for the respective Settlement Program Claimants by the Qualified Settlement Fund Administrator pursuant to the terms and conditions of this Agreement; and the MDL and MCL Courts' respective Orders establishing the QSF Award Account and various sub accounts including the MCL Award Fund Account and the MDL Award Fund Account.

6. Section 9.1.5 of the Agreement, which originally read:

Within five (5) Business Days following the electronic transfer of funds into the Escrow Account in response to any Settlement Program Award Report, the Claims Processor, in a manner to be set forth in the Escrow Agreement, shall begin the process of disbursing the funds in short order to Settlement Program Claimants and their respective Primary Law Firm or to the Settlement Program Claimant's Primary Law Firm in trust for the respective Settlement Program Claimants.

is amended as follows:

Within five (5) Business Days following the electronic transfer of funds into the Escrow Account in response to any Settlement Program Award Report, the Escrow Agent shall distribute all such funds to the QSF Award Account. The Claims Processor, in accordance with the Escrow Agreement, will then deliver a copy of the applicable Settlement Program Award Report to the Qualified Settlement Fund Administrator, which will be selected and appointed by Plaintiff's Resolution Committee to manage the QSF Award Account. The Qualified Settlement Fund Administrator will administer the QSF Award Account pursuant to the terms and conditions of this Agreement; and the MDL and MCL Courts' respective Orders establishing the QSF Award Account and sub accounts thereunder, including, but not limited to the following:

9.1.5.1 The Qualified Settlement Fund Administrator shall, subject to Section 9.1.5.2, direct the Bank to make disbursements from the QSF Award Account (via the applicable sub accounts) beginning on July 17, 2015, followed by August 28, 2015, and, thereafter, monthly on either the

last Thursday or Friday of each month to the appropriate Settlement Program Claimants as indicated in the applicable Settlement Program Award Report who (a) have been cleared by the LRA (in whole or in part pursuant to Section 9.1.5.2) with respect to any Lien obligations under Article 17, and (b) for whom Counsel to such Settlement Program Claimants have elected disbursement in the applicable disbursement cycle.

9.1.5.2 Regarding satisfaction of all Liens, the Qualified Settlement Fund Administrator shall direct the Bank to apply a holdback of forty percent (40%), or in such amounts as directed by the LRA to the Qualified Settlement Fund Administrator, of a specific Settlement Program Claimant's Settlement Award Payment until such requirements as set forth in Section 9.1.5.2.1 are met. The Qualified Settlement Fund Administrator shall also apply any applicable holdback in connection with any asserted attorney liens so long as any such asserted attorney lien is identified to the Qualified Settlement Fund Administrator and/or LRA prior to otherwise permissible disbursements to the affected Settlement Program Claimant(s).

9.1.5.2.1 At no point in time may the Qualified Settlement Fund Administrator direct the Bank to disburse any portion of the holdback referenced in Section 9.1.5.2 above unless and until either notice of resolution of the lien and release of HOC (if applicable) or other proof of resolution has been provided by the LRA to HOC.

9.1.5.2.2 Nothing in this Section 9.1.5 shall be interpreted to contravene the requirements placed upon Counsel and/or Settlement Program Claimants under Article 17 of this Agreement.

7. Section 9.1.6 is *added* to the Agreement as follows:

With regard to any Settlement Award Payments disbursed pursuant to this Section 9.1, within fifteen (15) calendar days following the last day of every calendar quarter or upon request, the Qualified Settlement Fund Administrator will prepare and deliver QSF Award Account Statements ("Statements") to the SOC, to HOC through its Settlement Program counsel, and to the MDL and/or MCL Court if so requested. The Statements shall include a statement of receipts, investment earnings, interest, and disbursements. The Qualified Settlement Fund Administrator shall provide the Statement no later than ten (10) business days following the request.

8. Section 9.1.7 is *added* to the Agreement as follows:

9.1.7.1 Any obligations of HOC in connection with the funding of any Settlement Program Awards terminates once HOC transfers the Settlement Program Award funds in accordance with the Escrow Agreement to the Escrow Agent.

9.1.7.2 Any obligations of the Claims Processor or the Escrow Agent in connection with the transfer of any Settlement Program Awards terminates once the Escrow Agent transfers those Settlement Program Award funds to the QSF Award Account at the Bank in accordance with the Escrow Agreement.

9. Section 9.2.1 of the Agreement, which originally read:

HOC agrees, subject to the terms and conditions hereof (including in particular Sections 9.2, Section 10.2, and Article 17), and in consultation with the Claims Processor, to make the necessary payments that are required to fund the Net Enhancements Benefits.

is amended as follows:

HOC agrees, subject to the terms and conditions hereof (including in particular Sections 9.2, Section 10.2, and Article 17), to make the necessary payments that are required to fund the Net Enhancements Benefits that will, in turn, be distributed to Settlement Program Claimants and their respective Primary Law Firm or to the Settlement Program Claimant's Primary Law Firm in trust for the respective Settlement Program Claimants by the Qualified Settlement Fund Administrator pursuant to the terms and conditions of this Agreement; and the MDL and MCL Courts' respective Orders establishing the QSF Award Account and various sub accounts including the MCL Award Fund Account and the MDL Award Fund Account.

10. Section 9.2.5 of the Agreement, which originally read:

Within five (5) Business Days following the electronic transfer of funds into the Escrow Account in response to any EBP Award Report, the Claims Processor, in a manner to be set forth in the Escrow Agreement, shall begin the process of disbursing the funds in short order to Settlement Program Claimants and their respective Primary Law Firm or to the Settlement Program Claimant's Primary Law Firm in trust for the respective Settlement Program Claimants.

is amended as follows:

Within five (5) Business Days following the electronic transfer of funds into the Escrow Account in response to any EBP Award Report, the Escrow Agent shall distribute all such funds to the QSF Award Account. The Claims Processor will then, in accordance with the Escrow Agreement, deliver a copy of the applicable EBP Award Report(s) to the Qualified Settlement Fund Administrator, which will be selected and appointed by Plaintiff's Resolution Committee to manage the QSF Award Account. The Qualified Settlement Fund Administrator will administer the QSF Award Account pursuant to the terms and conditions of this Agreement; and the MDL and MCL Courts' respective Orders establishing the QSF Award Account and sub accounts thereunder, including, but not limited to the following:

9.2.5.1 The Qualified Settlement Fund Administrator shall direct the Bank to make disbursements from the QSF Award Account (via the applicable sub accounts), beginning on the last Thursday or Friday of each month following the initial transfer of EBP Award funds from the Escrow Agent to the QSF Award Account, to the appropriate Settlement Program Claimants as indicated in the applicable EBP Award Report and (a) who have been cleared by the LRA (in whole or in part pursuant to Section 9.2.5.2) with respect to any Lien obligations under Article 17 and (b) for whom Counsel to such Settlement Program Claimants have elected disbursement in the applicable disbursement cycle.

9.2.5.2 Regarding satisfaction of all Liens, claims or interests as set forth in Article 17 of this Agreement, the Qualified Settlement Fund Administrator shall direct the Bank to apply a holdback of forty percent (40%), or in such amounts as directed by the LRA to the Qualified Settlement Fund Administrator, of a specific Settlement Program Claimant's Settlement Award Payment until such requirements as set forth in Section 9.2.5.2.1 are met. The Qualified Settlement Fund Administrator shall also apply any applicable holdback in connection with any asserted attorney liens so long as any such asserted attorney lien is identified to the Qualified Settlement Fund Administrator and/or the LRA prior to otherwise permissible disbursements to the affected Settlement Program Claimant(s).

9.2.5.2.1 At no point in time may the Qualified Settlement Fund Administrator direct the Bank to disburse any portion of the holdback referenced in the above Section 9.2.5.2 unless and until either notice of resolution of the lien and release of HOC (if applicable) or other proof of resolution has been provided by the LRA to HOC.

9.2.5.2.2 Nothing in this Section 9.2.5 shall be interpreted to contravene the requirements placed upon Counsel and/or Settlement Program Claimants under Article 17 of this Agreement.

11. Section 9.2.6 is *added* to the Agreement as follows:

With regard to any Settlement Award Payments disbursed pursuant to this Section 9.2, within fifteen (15) calendar days following the last day of every calendar quarter or upon request, the Qualified Settlement Fund Administrator will prepare and deliver Statements to the SOC, to HOC through its Settlement Program counsel, and to the MDL and/or MCL Court, if so requested. The Statements shall include a statement of receipts, investment earnings, interest, and disbursements. The Qualified Settlement Fund Administrator shall provide the Statement no later than ten (10) business days following the request.

12. Section 9.2.7 is *added* to the Agreement as follows:

9.2.7.1 Any obligations of HOC in connection with the funding of any EBP Awards terminates once HOC transfers the EBP Award funds in accordance with the Escrow Agreement to the Escrow Agent.

9.2.7.2 Any obligations of the Claims Processor or the Escrow Agent in connection with the transfer of any EBP Awards terminates once the Escrow Agent transfers those EBP Award funds in accordance with the Escrow Agreement to the QSF Award Account.

13. Section 9.3.1 of the Agreement, which originally read:

Any term of this Agreement (or any escrow agreement referenced herein) to the contrary notwithstanding, HOC shall have no financial obligation under this Agreement other than its express obligations to make payments as described in Section 9.1, Section 9.2, Section 10.2, and Article 17. HOC shall have no obligation to pay (or to make any payment on account of), or reimburse any Enrolled Claimant, Settlement Program Claimant or Principal Responsible Attorney for, any costs or expenses incurred by such Enrolled Claimant, Settlement Program Claimant or Principal Responsible Attorney in connection with the Settlement Program. Neither HOC nor any of the other Released Parties shall have any responsibility for the management of any of the escrow funds referenced herein or any Liability to any Enrolled Claimant arising from the handling of Program Claims by the Claims Administrator, Claims Processor, Special Masters or Escrow Agent.

is amended as follows:

Any term of this Agreement (or any escrow agreement referenced herein) to the contrary notwithstanding, HOC shall have no financial obligation under this Agreement other than its express obligations to make payments as described in Section 9.1, Section 9.2, and Section 10.2. HOC shall have no obligation to pay (or to make any payment on account of), or reimburse any Enrolled Claimant, Settlement Program Claimant or Principal Responsible Attorney for, any costs or expenses incurred by such Enrolled Claimant, Settlement Program Claimant or Principal Responsible Attorney in connection with the Settlement Program. Neither HOC nor any of the other Released Parties shall have any responsibility for the management of any of the funds referenced herein or any Liability to any Enrolled Claimant arising from the handling of Program Claims, the distribution of Settlement Program Awards, and/or the management of the QSF Award Account by the Claims Administrator, Special Masters, the LRA, the Bank and/or the Qualified Settlement Fund Administrator.


14. Section 10.1.5 is *added* to the Agreement as follows:

All administrative costs, fees and expenses of the LRA, the Qualified Settlement Fund Administrator, and the QSF Award Account (and any related sub-accounts) shall be the sole responsibility of the SOC and the Settlement Program Claimants, as applicable, and, at the direction of the Qualified Settlement Fund Administrator, shall be paid from the Settlement Program Award Payments.

The Agreement shall remain the same in all other respects.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Master Settlement Agreement as of November 3, 2014 on this 1st day of July 2015.

PLAINTIFFS' SETTLEMENT OVERSIGHT COMMITTEE



Ellen Relkin
Weitz & Luxenberg

Dated: July 1, 2015

Peter J. Flowers
Meyers & Flowers

Dated: _____

DEFENDANT

Howmedica Osteonics Corp.

Ethan York
Authorized Signatory

Dated: _____

14. Section 10.1.5 is *added* to the Agreement as follows:

All administrative costs, fees and expenses of the LRA, the Qualified Settlement Fund Administrator, and the QSF Award Account (and any related sub-accounts) shall be the sole responsibility of the SOC and the Settlement Program Claimants, as applicable, and, at the direction of the Qualified Settlement Fund Administrator, shall be paid from the Settlement Program Award Payments.


The Agreement shall remain the same in all other respects.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Master Settlement Agreement as of November 3, 2014 on this 1st day of July 2015.

PLAINTIFFS' SETTLEMENT OVERSIGHT COMMITTEE

Ellen Relkin
Weitz & Luxenberg

Dated: _____



Peter J. Flowers
Meyers & Flowers

Dated: 7-1-15

DEFENDANT

Howmedica Osteonics Corp.

Ethan York
Authorized Signatory

Dated: _____

14. Section 10.1.5 is *added* to the Agreement as follows:

All administrative costs, fees and expenses of the LRA, the Qualified Settlement Fund Administrator, and the QSF Award Account (and any related sub-accounts) shall be the sole responsibility of the SOC and the Settlement Program Claimants, as applicable, and, at the direction of the Qualified Settlement Fund Administrator, shall be paid from the Settlement Program Award Payments.

The Agreement shall remain the same in all other respects.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Master Settlement Agreement as of November 3, 2014 on this 1st day of July 2015.

PLAINTIFFS' SETTLEMENT OVERSIGHT COMMITTEE

Ellen Relkin
Weitz & Luxenberg

Dated: _____

Peter J. Flowers
Meyers & Flowers

Dated: _____

DEFENDANT

Howmedica Osteonics Corp.



Ethan York
Authorized Signatory

Dated: 7/7/15