

<b>SULZER SETTLEMENT TRUST CLAIMS ADMINISTRATOR PROCEDURE</b>			
<b>CAP No.</b>	<b>22</b>	<b>EFFECTIVE DATE</b>	<b>JANUARY 9, 2003</b>
<b>SUBJECT</b>	<b>Clarifying Sulzer's Payment of Certain Claims related to Reprocessed Shells</b>		

1. **Purpose.** Section 2.5(e) of Settlement Agreement provides that in the event that there are more than sixty-four (64) valid and timely Affected Product Revision Surgery Fund Claims which are related to a Reprocessed Shell, Sulzer shall pay 100% of such benefits to the Sulzer Settlement Trust. This Claims Administrator Procedure ("CAP") clarifies the process for identifying Claims for which Sulzer is responsible for payment, and the process for communicating such payment requests from the Claims Administrator to Sulzer. Capitalized terms not otherwise defined in this Claims Administrator Procedure ("CAP") shall have the meaning given them in the Settlement Agreement.

2. **Determining Which Reprocessed Shell Claims Shall be Paid by the Sulzer Settlement Trust.** The Claims Administrator shall record the date he makes a Preliminary Determination, pursuant to Section 4.6(d) of the Settlement Agreement, that 64 APRS Claims, related to a Reprocessed Shell, have been validly submitted and are eligible for payment. In selecting claims for processing in connection with a Preliminary Determination on such 64 APRS Claims, the Claims Administrator shall not consider the severity of injuries to the APR or the nature or magnitude of claims filed by such APR. The Sulzer Settlement Trust shall be responsible for payment of all Settlement benefits related to such 64 APRS Claims including benefits from the Subrogation and Uninsured Expenses Sub-Fund, the Affected Product Revision Surgery Fund, the Plaintiffs' Counsel Sub-Fund, and the Extraordinary Injury Fund ("Trust Reprocessed Payments").

3. **Determining Which Reprocessed Shell Claims Shall be Paid by Sulzer.** Except for Trust Reprocessed Payments, Sulzer shall be responsible for payment of any benefits ("Sulzer Reprocessed Payments") owed to a Class Member whose Claim is predicated on implantation in an APR of a Reprocessed Shell. Such benefits shall include any benefits owed to such Class Member pursuant to Sections 3.4(a) (APRS benefits), 3.5(b) Derivative Claimant benefits for APRS Claims), 3.7 (EIF benefits), and 3.9 (Subrogation and Uninsured APR Sub-Fund benefits) of the Settlement Agreement, except for Trust Reprocessed Payments.

4. **Reporting the Reprocessed Shell Claims for Which Sulzer Must Make Payment.** The Claims Administrator shall report to Sulzer and to Class Counsel as provided in this paragraph the Sulzer Reprocessed Payments.

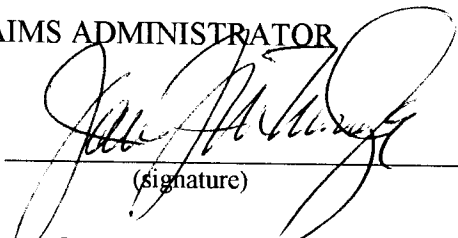
- (i) The Claims Administrator shall report the Class Member name, Sulzer Settlement Claim Number, Affected Product lot number, implanting surgeon, revising surgeon, revision surgery date, and benefit amount awarded for all Sulzer Reprocessed Payments, as soon as practicable after a Preliminary Determination has been issued to the Class Member to whom such Sulzer Reprocessed Payments are owed;

- (ii) The Claims Administrator shall further report the Final Determinations, if any, related to the Class Members in (i) above as soon as practicable;
- (iii) The Claims Administrator shall report any amounts paid by the Sulzer Settlement Trust for Sulzer Reprocessed Payments as soon as practicable after payment has been made which report shall constitute the Claims Administrator's request for payment by Sulzer of those amounts to the Sulzer Settlement Trust. Sulzer shall pay the total amount reflected in the report prepared pursuant to this subsection to the Sulzer Settlement Trust within 10 days of its receipt of the report.

5. **Duration of this CAP.** This CAP shall be effective from the Effective Date stated above and shall terminate upon the earlier of: (i) cancellation or modification of this CAP by the Claims Administrator, or (ii) an order of the Court canceling or modifying the terms of this CAP.

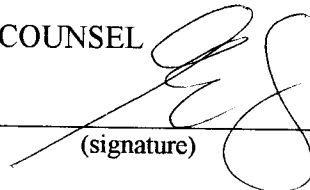
**APPROVED:**

CLAIMS ADMINISTRATOR

By:   
(signature)  
Name: James J. McMonagle

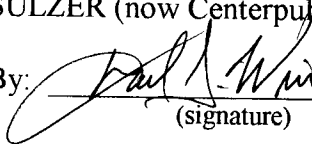
Date: 12-31-02

CLASS COUNSEL

By:   
(signature)  
Name: R. Eric Kennedy

Date: 1-7-03

SULZER (now Centerpulse)

By:   
(signature)  
Name: David S. Wise

Date: 1-9-03