

SULZER SETTLEMENT TRUST CLAIMS ADMINISTRATOR PROCEDURE			
CAP No.	31	EFFECTIVE DATE	SEPTEMBER 12, 2003
SUBJECT	Clarifying Sulzer's Payment of Certain Claims related to Inter-Op Shells and Tibial Baseplates		

1. **Purpose.** Section 2.5(d) of Settlement Agreement provides that in the event that there are more than 4,000 valid and timely Affected Product Revision Surgery Fund Claims which are related to Inter-Op Shells and/or Tibial Baseplates, Sulzer shall pay 50% 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 Inter-Op Shell/Tibial Baseplate Claims Shall be Paid by Sulzer.** After the Trust has paid Settlement benefits for the first 4,000 APRS Claims related to an Inter-Op Shell or a Tibial Baseplate, Sulzer shall be responsible for reimbursement to the Trust of 50% of any benefits ("Sulzer Inter-Op/Tibial Baseplate Payments") owed in respect of the 4001st such Claim, and any subsequent such Claims, which Claims are predicated on implantation in an APR of an Inter-Op Shell or Tibial Baseplate. The benefits for which Sulzer shall make reimbursement shall include any benefits owed to a Class Member for such Claims 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.

3. **Reporting the Inter-Op Shell/Tibial Baseplate 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 Inter-OP/Tibial Baseplate Payments.

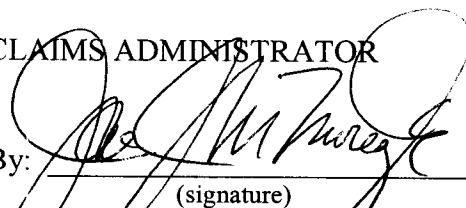
- (i) The Claims Administrator shall report the Class Member name, Sulzer Settlement Claim Number, Affected Product lot number, implanting surgeon, revising surgeon, revision surgery date, and benefit amount awarded for all Sulzer Inter-Op/Tibial Baseplate Payments, as soon as practicable after a Preliminary Determination has been issued to the Class Member to whom such Sulzer Inter-Op/Tibial Baseplate 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 Inter-Op/Tibial Baseplate 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 30 days of its receipt of the report.

4. **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

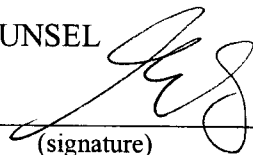
By: 

(signature)

Name: James J. McMonagle

Date: 9/11/03

CLASS COUNSEL

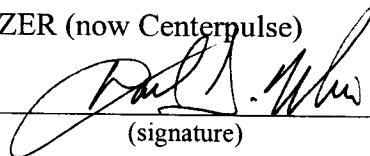
By: 

(signature)

Name: R. Eric Kennedy

Date: 9/11/03

SULZER (now Centerpulse)

By: 

(signature)

Name: David S. Wise

Date: 9/12/03