Exhibit 4.4  
  
AFFILIATE AGREEMENT  
  
 This Affiliate Agreement, dated as of December 15, 1999 (this "Agreement"),  
is by and among Biomet, Inc., an Indiana corporation ("Biomet"), and the  
undersigned stockholders (singly, a "Stockholder" and collectively, the  
"Stockholders") of Implant Innovations International Corporation, a Delaware  
corporation ("Parent").  
  
Preliminary Statements  
  
 A. Biomet and Parent have entered into an Agreement and Plan of Merger,  
dated as of August 28, 1999 (the "Merger Agreement"), pursuant to which Parent  
will merge with and into Palm Acquisition Corp., an Indiana corporation and a  
wholly owned subsidiary of Biomet ("Acquisition").  
  
 B. Pursuant to the Merger Agreement, at the Effective Time, as that term is  
defined in the Merger Agreement, all outstanding shares of Parent Stock,  
including Parent Stock owned by the Stockholders, will be converted into the  
right to receive Biomet Common Shares.  
  
 C. It is a condition to each party's obligation to effect the transaction  
contemplated by the Merger Agreement (the "Merger") that (i) legal counsel to  
Parent and Biomet shall have delivered their respective opinions to the effect  
that the Merger will constitute a reorganization within the meaning of Section  
368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that  
Biomet, Acquisition and Parent each will be a party to the reorganization within  
the meaning of Section 368(b) of the Code, and (ii) the independent public  
accounting firms for Parent and Biomet shall have delivered their respective  
opinions to the effect that the Merger will qualify for pooling-of-interests  
accounting treatment.  
  
 D. The execution and delivery of this Agreement by the Stockholders is  
required under the terms of the Merger Agreement as a condition precedent to the  
obligations of Biomet and Parent to complete the transactions contemplated  
thereby.  
  
 E. The Stockholders have been advised that the Stockholders may be deemed  
to be "affiliates" of Parent, as such term is used (i) for purposes of  
paragraphs (c) and (d) of Rule 145 of the Securities and Exchange Commission  
(the "Commission") under the Securities Act of 1933, as amended (the "Act"), or  
(ii) in the Commission's Accounting Series Releases 130 and 135, as amended,  
although nothing contained herein shall be construed as an admission by the  
Stockholders that the Stockholders are in fact affiliates of Parent.  
  
  
  
  
  
Terms and Conditions  
  
 NOW, THEREFORE, intending to be legally bound, the parties agree as  
follows:  
  
1. Use of Defined Terms. Capitalized terms not otherwise defined in this  
 Agreement have the meanings ascribed to them in the Merger Agreement.  
  
2. Acknowledgements by Stockholders. Each of the Stockholders acknowledges and  
 understands that the representations, warranties and covenants made by the  
 Stockholders set forth in this Agreement will be relied upon by Biomet,  
 Parent and their respective affiliates, counsel and accounting firms, and  
 that substantial losses and damages may be incurred by such persons if the  
 Stockholders' representations, warranties or covenants are breached. Each  
 Stockholder has carefully read this Agreement and the Merger Agreement and  
 has consulted with such legal counsel and financial advisers as the  
 Stockholder has deemed appropriate in connection with the execution of this  
 Agreement.  
  
3. Compliance with Rule 145 and the Act.  
  
 (a) Each Stockholder has been advised that (i) the issuance of Biomet  
 Common Shares in connection with the Merger is expected to be effected  
 pursuant to a Registration Statement filed by Biomet on Form S-4, and the  
 resale of such shares will be subject to the restrictions set forth in Rule  
 145 under the Act unless such shares are otherwise transferred pursuant to  
 an effective registration statement under the Act or an appropriate  
 exemption from registration, and (ii) each Stockholder may be deemed to be  
 an affiliate of Parent. Each of the Stockholders accordingly agrees not to  
 sell, pledge, transfer or otherwise dispose of any Biomet Common Shares  
 issued to the Stockholders in the Merger unless (i) the sale, pledge,  
 transfer or other disposition is made in conformity with the requirements  
 of Rule 145 under the Act, (ii) the sale, pledge, transfer or other  
 disposition is made pursuant to an effective registration statement under  
 the Act, or (iii) the Stockholder delivers to Biomet a written opinion of  
 counsel, in form and substance reasonably acceptable to Biomet, to the  
 effect that the sale, pledge, transfer or other disposition is otherwise  
 exempt from registration under the Act.  
  
 (b) Biomet will give stop transfer instructions to its transfer agent  
 with respect to any Biomet Common Shares received by the Stockholders  
 pursuant to the Merger, and there will be placed on the certificates  
 representing those Biomet Common Shares, or any substitutions therefor,  
 legends stating in substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED PURSUANT TO A  
 BUSINESS COMBINATION WHICH IS BEING ACCOUNTED FOR AS A POOLING -OF-  
 INTERESTS, IN A TRANSACTION TO WHICH RULE 145 PROMULGATED UNDER THE  
 SECURITIES ACT OF 1933 APPLIES, AND MAY ONLY BE TRANSFERRED IN  
 CONFORMITY WITH RULE 145, PURSUANT TO AN EFFECTIVE REGISTRATION  
 STATEMENT, OR IN ACCORDANCE WITH A WRITTEN OPINION OF COUNSEL,  
 REASONABLY ACCEPTABLE TO THE ISSUER, IN FORM AND SUBSTANCE TO THE  
 EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE  
 SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE TRANSFERRED UNTIL SUCH  
 TIME AS BIOMET, INC. SHALL HAVE PUBLISHED FINANCIAL RESULTS COVERING  
 AT LEAST 30 DAYS OF COMBINED OPERATIONS WITH IMPLANT INNOVATIONS  
 INTERNATIONAL CORPORATION."  
  
 and  
  
  
  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD,  
 PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN ACCORDANCE  
 WITH THE REQUIREMENTS OF THE CONDITIONS SPECIFIED IN THE AFFILIATE  
 AGREEMENT DATED AS OF DECEMBER 15, 1999 BETWEEN THE HOLDER OF THIS  
 CERTIFICATE AND BIOMET, INC., A COPY OF WHICH AGREEMENT MAY BE  
 INSPECTED BY THE HOLDER OF THIS CERTIFICATE AT THE PRINCIPAL OFFICES  
 OF BIOMET, INC. OR FURNISHED BY BIOMET, INC. TO THE HOLDER OF THIS  
 CERTIFICATE UPON WRITTEN REQUEST AND WITHOUT CHARGE."  
  
 The legends set forth above shall be removed (by delivery of a substitute  
 certificate without such legends), and Biomet shall so instruct its  
 transfer agent, if a registration statement respecting the sale of the  
 shares has been declared effective under the Act or if the Stockholder  
 delivers to Biomet (i) satisfactory written evidence that the shares have  
 been sold in compliance with Rule 145 (in which case, the substitute  
 certificate will be issued in the name of the transferee), or (ii) an  
 opinion of counsel, in form and substance reasonably acceptable to Biomet,  
 to the effect that sale of the shares by the holder thereof is no longer  
 subject to Rule 145. A sale of Biomet Common Shares made pursuant to the  
 registration statement described in Section 9.10 of the Merger Agreement,  
 when effective, will meet the requirements of this Section and the shares  
 sold, when reissued, will not be required to contain the legends set forth  
 herein.  
  
4. Covenants Related to Pooling-of-Interests.  
  
 (a) During the period beginning on the date 30 days prior to the  
 Closing Date (as defined in the Merger Agreement) and ending on the day  
 after Biomet has published (within the meaning of Section 201.01 of the  
 Commission's Codification of Financial Reporting Policies) financial  
 results covering at least 30 days of combined operations of Biomet and  
 Parent (the "Restricted Period"), the Stockholders will not sell, exchange,  
 transfer, pledge, distribute or otherwise dispose of or grant any option,  
 establish any "short" or "put"-equivalent position with respect to or enter  
 into any similar transaction (through derivatives or otherwise) intended to  
 have or having the effect, directly or indirectly, or reducing its risk  
 relative to (i) any shares of Parent Stock owned by the Stockholders or  
 (ii) any Biomet Common Shares received by the Stockholders in connection  
 with the Merger.  
  
 (b) Notwithstanding anything to the contrary contained in Section  
 4(a), each Stockholder will be permitted, during the Restricted Period, (i)  
 to sell, exchange, transfer, pledge, distribute or otherwise dispose of or  
 grant any option, establish any "short" or "put"-equivalent position with  
 respect to or enter into any similar transaction (through derivatives or  
 otherwise) intended to have or having the effect, directly or indirectly,  
 of reducing its risk relative to any Biomet Common Shares received by the  
 Stockholder in connection with the Merger (a "Transfer") equal to the  
 Stockholder's pro rata portion of 1% of the total number of outstanding  
 Biomet Common Shares acquired by all stockholders of Parent pursuant to the  
 Merger (measured as of the date of such Transfer and subject to  
 confirmation of such calculation by Biomet), and (ii) to make bona fide  
 charitable contributions or gifts of such securities; provided, however  
 that the transferee(s) of such charitable contributions or gifts agree(s)  
 in writing to hold such securities for the period specified in Section  
 4(a).  
  
  
  
  
 (c) All Transfers described herein may be made only in accordance with  
 and subject to the terms of the Escrow Agreement during the term thereof.  
  
5. Miscellaneous.  
  
 (a) This Agreement may be executed in one or more counterparts, each  
 of which shall be deemed an original, but all of which together shall  
 constitute one and the same document.  
  
 (b) This Agreement shall be enforceable by, and shall inure to the  
 benefit of and be binding upon, the parties and their respective successors  
 and assigns. As used in this Agreement, the term "successors and assigns"  
 means, where the context permits, heirs, executors, administrators,  
 trustees and successor trustees, and personal and other representatives.  
  
 (c) This Agreement shall be deemed to be made in and in all respects  
 shall be interpreted, construed and governed by and in accordance with  
 Delaware law without regard to the conflict of law principles thereof. The  
 parties irrevocably and unconditionally consent to submit to the exclusive  
 jurisdiction of the courts of the State of Delaware and of the United  
 States of America located in Delaware (the "Delaware Courts") for any  
 litigation arising out of or relating to this Agreement and the  
 transactions contemplated by this Agreement (and agree not to commence any  
 litigation relating thereto except in the Delaware Courts), waive any  
 objection to the laying of venue of any such litigation in the Delaware  
 Courts and agree not to plead or claim in any Court that such litigation  
 brought therein has been brought in an inconvenient forum.  
  
 (d) If any term, provision, covenant, or restriction contained in this  
 Agreement is held by a court or a federal or state regulatory agency of  
 competent jurisdiction to be invalid, void, or unenforceable, the remainder  
 of the terms, provisions, covenants, and restrictions contained in this  
 Agreement shall remain in full force and effect, and shall in no way be  
 affected, impaired, or invalidated.  
  
 (e) Counsel to and accountants for the parties to the Merger Agreement  
 shall be entitled to rely upon this Agreement as needed.  
  
 (f) This Agreement shall not be modified or amended, or any right  
 waived or any obligations excused, except by a written agreement signed by  
 both parties.  
  
 (g) Notwithstanding any other provision contained in this Agreement,  
 this Agreement and all obligations under this Agreement shall terminate  
 upon the termination of the Merger Agreement in accordance with its terms.  
  
  
  
  
  
  
 IN WITNESS WHEREOF, this Agreement is executed as of the date first stated  
above.  
  
 BIOMET, INC.  
  
  
 By:/s/ Xxxxx X. Xxxxxxx  
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 Xxxxx X. Xxxxxxx, Chairman  
  
 "STOCKHOLDERS"  
  
 /s/ Xxxxx X. Xxxxx  
 -------------------------------------------  
 Xxxxx X. Xxxxx  
  
 /s/ Xxxxx X. Xxxxx  
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 Xxxxx X. Xxxxx  
  
 /s/ Xxxxxxx X. Lazzarra  
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 Xxxxxxx X. Lazzarra  
  
  
 GLOBAL PRIVATE EQUITY II L.P.  
 By: Advent International Limited Partnership,  
 its General Partner  
 By: Advent International Corporation,  
 its General Partner  
  
 By: /s/ Xxxxxx Moufflet  
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 ADVENT INTERNATIONAL INVESTORS II L.P.  
 By: Advent International Corporation,  
 its General Partner  
  
 By: /s/ Xxxxxx Moufflet  
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 /s/ Xxxxxx X. Xxxxx  
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 Xxxxxx X. Xxxxx  
  
  
  
 /s/ Bareld X. Xxxxxxx  
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