

ARTICLE VIII EXHAUSTION OF A TRUST SUB-ACCOUNT

Trustee shall follow the CMS policy guidelines established for the voluntary workers' compensation Medicare set-aside review program in effect at the time of this Agreement in handling the exhaustion of any sub-account in its entirety or in any given year subject to the provisions below:

- 8.1 Lump Sum Account Exhaustion. In the event that a Sub-Account is funded in its entirety at the time of establishment and all funds dissipated within the lifetime of the Beneficiary on legitimate expenses related to the covered injury subject to the insurance settlement, judgment or award, Trustee shall notify CMS of the event and it is the understanding of all parties involved in the establishment of the MSA as well as the Trustee that CMS will reinstate Medicare benefits to Beneficiary for treatment of the covered injury. Trustee shall provide notice and a final accounting to the appropriate CMS contractor, currently the MSPRC, within thirty (30) days of the final payment of available funds and shall terminate the Sub-Account pursuant to Section XV below. Trustee shall not be responsible for any payment requests received after total dissipation of available funds from any Trust Sub-Account.
- 8.2 Annual Sub-Account Exhaustion. In the event that any Trust Sub-Account funded annually, most likely via an annuity or similar financial instrument, is completely depleted of funds pending receipt by the Trustee of a deposit on the next Anniversary Date, Trustee shall notify CMS of the event and it is the understanding of all parties involved in the establishment of the MSA as well as the Trustee that CMS will reinstate Medicare benefits to Beneficiary for treatment of the covered injury until the next Trust Sub-Account deposit is received by Trustee. Trustee shall make payments in order of the dates of service so that Medicare may assume payment responsibility starting on or about the date of exhaustion. Upon receipt of the annual deposit, Trustee shall resume payment responsibility for all related services.

ARTICLE IX DISTRIBUTION UPON DEATH OF A BENEFICIARY

- 9.1 Surplus Trust Property. Upon death of a Beneficiary, any amount that remains in that Beneficiary's Trust Sub-Account shall be deemed Surplus Trust Property and shall be immediately retained by the Trust. Grantor, Beneficiary's estate nor any other interested party maintains any right to any Trust funds remaining in the Beneficiary's Trust Sub-Account at the time of Beneficiary's death.

- 9.2 Outstanding Trust Obligations Related to the Deceased Beneficiary. Any outstanding debts of the Beneficiary otherwise properly payable from the Beneficiary's remaining Trust Sub-Account balance shall be paid by the Trustee from the Surplus Trust Property up to the amount remaining in the Trust Sub-Account at the time of Beneficiary's death. Trustee shall not be liable for any payments in excess of the remaining balance of the Beneficiary's Trust Sub-Account at the time of the Beneficiary's death and shall notify CMS and its appropriate contractors of the exhaustion with its final accounting.
- 9.3 Medicaid Payback Provision. Given the nature of the limited allowable distributions from this Trust, it is unlikely that any reimbursement would be due to any state for Medicaid benefits upon death of a Beneficiary. If any state Medicaid program makes a claim for reimbursement for medical expenses administered on behalf of Beneficiary prior to death that were related to the Covered Injury, Trustee shall provide payment not to exceed half of the remaining Trust Sub-Account balance at the time of Beneficiary's death.

ARTICLE X

TERMINATION OF INDIVIDUAL TRUST SUB-ACCOUNTS

- 10.1 Trust Sub-Account Termination Prior to Death. In the event that any Beneficiary totally exhausts MSA Trust Sub-Account funded as a lump-sum or funded annually and Beneficiary lives past the life expectancy used to calculate the MSA and no further payments are forthcoming, on appropriate medical expenses, Trustee shall notify CMS and its appropriate contractors of the event and provide a final accounting to all required parties. Upon receipt of subsequent billing, all medical service providers shall be notified to resubmit their billing to Medicare for payment. Trustee is not responsible for making any payments beyond the Grantor's Contribution for each Beneficiary.
- 10.2 Substitute Trustee. In the event that Trustee is unable to service any one or all of the Trust Sub-Accounts, Trustee may obtain a substitute trustee to assume administration of the subject Beneficiary's Sub-Account or another non-profit organization to assume responsibility for the Trust itself. In either event, Trustee shall provide notice to all parties, including CMS and its relevant contractors, along with a complete final accounting and cooperate in any way possible to facilitate the transfer.

SECTION XI
INVESTMENT OF TRUST ASSETS

- 11.1 General Investment Powers. The Board of Trustees shall make all investment decisions for the Trust. The Board shall adopt an investment strategy, and once established, may be carried out by Trustee. It is within the power of Trustee to execute financial instruments on behalf of the Trust and perform any other routine activities in furtherance of the investment policy without constant interaction of the Board.
- 11.2 Conservative Investments. Pooled trust assets shall be invested conservatively, meaning limited to financial vehicles such as bonds, annuities, certificates of deposit, funds with large cap well diversified securities, treasury bonds, and any other instrument with guaranteed or fairly predictive returns on investment as outlined in the investment policy statement adopted and amended from time to time as necessary by the Board of Trustees. The Board of Trustees shall seek investment rates of return with the goal only of generating sufficient operating income for the Trust and shall not be personally liable for investment performance if conservative limitations prevent meeting said goal.
- 11.3 Asset Preservation. The primary investment goal of the Trust is asset preservation. Investment decisions for the pooled Trust assets shall be made at the sole discretion of the Board of Trustees and determined on a semi-annual basis unless volatile interest rates necessitate more frequent reevaluation.
- 11.4 Wealth Management. Should Trust assets amass to a volume that can support wealth management fees, it shall be within the sole discretion of the Board of Trustees to evaluate and select one or more financial institutions with wealth management programs that fit the conservative investment requirements of this Trust. Should it be demonstrated that the increased return on investment does not more than off-set the fees imposed by the investment institutions, the Trust assets shall remain under the investment control of the Board of Trustees.
- 11.5 Cash Reserves. The Trust shall maintain a cash reserve unproductive as to investment income for the sole purpose of meeting its operating expenses and Trust Sub-Account obligations. The Board of Trustees shall periodically evaluate the outstanding and anticipated financial obligations of the Trust in order to set the amount of assets that shall remain liquid and assessable to Trustee at any given time in order to perform the day-to-day operations of the Trust. Should a wealth manager be retained, Trustee shall continue to oversee the cash reserves and maintain all local operating accounts.

ARTICLE XII SURPLUS TRUST PROPERTY

- 12.1 Source of Surplus Trust Property. Upon the death of any Beneficiary with a balance remaining in his or her Trust Sub-Account, the remainder amount shall immediately convert to Surplus Trust Property belonging to the Trust for the purpose of serving other similarly situated disabled individuals.
- 12.2 Outstanding Expenses of Beneficiary. Trustee shall assume payment responsibility for the outstanding medical expenses of a deceased Beneficiary incurred prior to his or her death that would have been otherwise properly payable from the Trust Sub-Account up to but not exceeding the balance of the Trust Sub-Account that converted to Surplus Trust Property.
- 12.3 Distributions from Surplus Trust Property. The Board of Trustees shall determine how Surplus Trust Property shall be distributed for the benefit of the Trust and/or other similarly situated disabled beneficiaries.
- 12.4 Charitable Program Funding. The Board of Trustees shall establish a development plan identifying areas in which disabled individuals could use additional services in dealing with the Medicare program beyond the scope of the services provided by the Trust that they might not otherwise be able to afford, and adopt an implementation timeline based upon certain financial benchmarks. The Board shall not institute any program until there is sufficient Surplus Trust Property available to fully fund the program in its entirety or can finance at least one year's worth of its operation expenses.
- 12.5 Surplus Trust Property Reserves. The Board of Trustees shall establish an amount of Surplus Trust Property that shall remain in reserve and not be distributed for any purposes. The reserve amount may be adjusted from time to time by the Board, however shall never be entirely eliminated.

ARTICLE XIII SPENDTHRIFT PROVISIONS

- 13.1 Trust Assets not Accessible to Creditors of Beneficiaries. The Trust, and any Trust Sub-Accounts, shall not be subject to creditors of any of the Beneficiaries. This Trust is not a resource to the Beneficiary and is only available to the Beneficiary to the extent of payment for certain medical payments outlined herein. Under no circumstances can the Beneficiary compel a distribution from the Trust for any purpose other than reimbursement of an authorized medical expense already incurred. Nor can a Beneficiary transfer any interest he or she may have in this Trust, nor can a creditor reach the assets of this Trust, either voluntary or involuntary. The Trustee's discretion in making non-support

disbursements as provided for in this agreement is final as to all interested parties, even if the Trustee elects to make no payments at all. The Trustee's sole and independent judgment, rather than any other party's determination, is intended to be the criterion by which disbursements are made. No court or any other person shall substitute it or their judgment for the decision or decisions made by the Trustee. The Settlor, Grantor and Trustee do not owe any obligation of support to any of the Trust Beneficiaries.

- 13.2 No Intent to Displace Other Benefits. The Trust, or its assets held in any Trust Sub-Account for the benefit of any Trust Beneficiary, shall not cause public or private assistance benefits to the Beneficiaries to be affected. No part of the principal of the Trust shall be used to supplement or replace public assistance benefits of any county, state, federal or other governmental agency which has legal responsibility to serve persons who are incapacitated, disabled or institutionalized that are not related to MSP obligations triggered by an insurance settlement, judgment or award as contemplated herein.
- 13.3 Inalienability of Benefits. No interest in the principal or income of the Trust shall be anticipated, assigned or encumbered, nor shall it be subject to any creditor's claim or to legal process, of any beneficiary. Furthermore, because this Trust is to be conserved and maintained for the Beneficiary throughout the Beneficiary's life, no part of the corpus thereof, neither principal nor undistributed income, shall be construed as part of the Beneficiary's estate or be subject to the claims of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public entity, office, department or agency of any state, or the United States, or any other governmental agency. In the event that any Beneficiary attempts to assign, transfer or convey any such right, or if an attempt is made to subject said right to such process, such an assignment, transfer or disposition shall be null and void.

ARTICLE XIV TRUSTEE PROVISIONS

- 14.1 General Administrative Authority. Trustee shall administer the Trust by paying its expenses, retaining employees, consultants, agents, contractors or vendors in securing the goods and services required in management of the Trust as it sees fit, establishing and maintaining bank accounts, signing checks, setting fees and charges for service provided, execute any and all contracts, agreements, and instruments necessary or proper, and any and all other acts required in the day to day administration of the Trust.
- 14.2 Advice and Assistance to Trustee. Trustee may, in performing its duties under this Trust, seek the advice and assistance of any person or entity it deems to be appropriate, including but not limited to, legal counsel, accountants, insurance

consultants, actuaries, investment managers or counselors, and any federal state, and/or local agencies that are established to assist people with disabilities. Associated costs, if any, shall be an expense from the general operating accounts or the Surplus Trust Property and shall not be charged to any one Trust Sub-Account or prorated across them all.

- 14.3 Co-Trustee Designation. Trustee may designate a Co-Trustee, or Co-Trustees, as it may deem, in its sole and absolute discretion, to be necessary and advisable. Such Co-Trustee's fees shall be a reasonable expense of the Trust.
- 14.4 Other Public Benefits. Trustee shall not be liable to any Beneficiary for any acts beyond the administration of Medicare Set-Aside arrangements. Trustee shall not be required to identify any programs and resources that may be available to such Beneficiary or to create programs when such programs do not exist. Furthermore, the Trustee is not responsible for qualifying any Beneficiary for any public assistance programs or for providing legal advice in obtaining such qualification.
- 14.5 Bond. Trustee shall serve without bond. Except as may otherwise be provided in this Trust, and for so long as the Trustee is prudent in administering the Trust, the Trustee shall exercise all powers under any and all federal and state laws that may exist and be applicable to trusts in effect on or after the execution of a Joinder Agreement by a Grantor. Should bond be necessary for any reason whatsoever, such bond shall be a proper expense of the Trust.
- 14.6 Disability Qualification. In order for Trustee to accept any individual into the pool, the Beneficiaries must medically meet the definition of disability as defined in 42 U.S.C. § 1382c(a)(3) at the time the sub-account is established. In the absence of an award from the Social Security Administration or any other agency that may make such a determination of disability, the Trustee may seek such a determination from such an agency or use its sole discretion to determine if Beneficiary meets the statutory definition at the time of establishment. Trustee is under no obligation to monitor the status of the ongoing disability and given that the Trust and all Sub-Accounts are irrevocable, the ongoing disability status is irrelevant. Regardless of whether a Beneficiary's medical condition changes and/or her or she is able to return to work, Trust Sub-Accounts remain irrevocable. However, Beneficiaries do not lose the benefit of their Trust Sub-Accounts simply because they are no longer disabled for Social Security purposes and can continue to obtain related medical treatment so long as funds remain in his or her Trust Sub-Account.
- 14.7 Disposition of Trust Assets. No authority described in this Trust, or available to Trustees pursuant to applicable law, shall be construed to enable the Trustee to purchase, exchange, or otherwise deal with or dispose of the assets of any Trust Sub-Account for less than adequate or full consideration in money or money's worth.

- 14.8 Compensation. The Trustee and any Co-Trustee(s), their agents, and any officers, directors, and general staff shall be entitled to reasonable compensation and to reimbursement of costs and expenses properly incurred in the management and/or administration of the Trust. All such compensation and reimbursement shall be overseen by the Board of Trustees and evaluated and budgeted for on an annual basis.
- 14.9 Resignation of Trustee. The Trustee may resign upon written notice to the Beneficiaries and to the Co-Trustee(s), if the Trustee has named any Co-Trustee(s), at the time of the Trustee's resignation. Upon any such resignation, the Trustee shall designate a successor Trustee. A successor Trustee shall assume its duties under this Trust without any liability for the acts or omission of any predecessor Trustee. The provisions of this paragraph shall also control if the Trustee ceases to exist, if dissolved, or can no longer serve as Trustee for any other reason. In conjunction with any action taken until this paragraph, a final accounting shall be made by the Trustee to the Beneficiaries and to the Co-Trustee(s), if any.
- 14.10 Indemnification. The Trustee and each Co-Trustee, their agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines, or penalties, and against all costs and expenses, including attorneys' fees and disbursements and the cost of reasonable settlements, imposed upon, asserted against or reasonably incurred thereby in connection with or arising out of any claim, demand, action, suit or proceeding in which he, she, or it may be involved by reason of being or having been a Trustee or affiliated with a Trustee as set forth above, whether or not he, she or it shall have continued to serve as such at the time of the incurring such claims, liabilities, fines, penalties, costs, or expenses or at the time of being subject to the same. However, the Trustee and each of its Co-Trustees, agents, and employees, including their heirs, successors, assigns, and personal representatives of its agents, shall not be indemnified with respect to actual fraud, gross negligence or willful misconduct. This right of indemnification shall not be exclusive of, or prejudicial to, other rights to which the Trustee and each of its Co-Trustees, agents and employees, including the heirs, successors, assigns, and personal representatives of its agents, may be entitled as a matter of law or otherwise.

ARTICLE XV
AMENDMENT OR TERMINATION OF TRUST

- 15.1 Amendment of Trust. Every reasonable attempt to continue this Trust for the purposes for which it was established on behalf of all Trust Beneficiaries shall be made by Trustee; however it is possible, or even probable, that the laws and regulations permitting Pooled Trusts and/or Medicare Set-Asides will change in the future. The Board of Trustees may conform this Master Trust Agreement to meet the requirements of any amendments to 42 U.S.C. 1396p, 42 U.S.C. 1395y and any and all other enabling statutes and regulations to meet with the requirements of the statutes and regulations while permitting assets to be retained in this pooled trust without causing ineligibility to any Beneficiary.
- 15.2 Transfer of Trust. If it becomes impossible to impractical to carry out the purposes of this Trust, or there is no further need to continue the Trust for purposes of MSA administration, then the Board of Trustees may, in its sole discretion, seek to find another non-profit organization to assume administration of the Trust. Any Substitute Trustee shall succeed to all the rights, titles, interests, powers, discretions and duties of the predecessor Trustee. In the event that CMS changes policies that eliminate the need for MSAs, said Substitute Trustee may disregard MSA limitations administer the Trust as a regular special needs trust and make any and all distributions for supplemental care ordinarily permitted by such. Trustee shall send a written notice to all Beneficiaries, Grantors, CMS, its affiliated MSP contractors, vendors, donors, and any and all other interested parties that the Trust shall be transferred and shall provide a final accounting.
- 15.3 Final Administrative Expenses. Trustee shall pay all final administrative expenses from the remaining general operating funds or surplus trust property including but not limited to payroll, office expenses, taxes due to any state or federal governments if any, cost of winding up or transferring assets, attorneys' fees and any related expenses encountered in identifying or satisfying an interest, and any and all other possible costs associated with termination of the Trust as well as dissolution of the corporation.
- 15.4 Charitable Distribution. Should any funds remain in the Trust operating account or any Surplus Trust Property remain unaccounted for after all outstanding debts satisfied and all Beneficiary Trust Sub-Accounts surrendered to the Substitute Trustee, the remaining assets shall be distributed by the Board of Trustees to support charitable purposes of the Trust, inclusive of but not limited to organizations that support injured workers' and their families or Medicare advocacy groups.

ARTICLE XVI
GENERAL PROVISIONS

- 16.1 Freedom from Court Supervision. This Trust shall be administered expeditiously consistent with its terms, free of any judicial intervention and without order, approval, or other action by any court, subject only to the jurisdiction of a court which is invoked by the Trustee or other interested party or as otherwise provided by law.
- 16.2 Choice of Law and Venue. This Master Trust Agreement, all related Joinder Agreements and any Trust Sub-Accounts created herein shall be construed, regulated and governed by and in accordance with the laws of the State of Maryland and of the United States of America and any dispute shall be exclusively resolved by the courts within the State of Maryland.
- 16.3 Severability. The invalidity or unenforceability of any provision of this Agreement, or the application thereof to any person or circumstance, in any jurisdiction shall in no way impair, affect or prejudice the validity or enforceability of this agreement, including that provision, to the application thereof to their persons and circumstances, in any other jurisdiction. Additionally, if any provision of this Trust disqualifies a Beneficiary for government assistance, the offending provision may be voided to avoid such disqualification. Any language of this Trust that, at any time, causes this Trust to not qualify as a Trust under 42 U.S.C. 1396p(d)(4)(C) shall be considered void and the remainder of the Trust would continue undisturbed.
- 16.4 Conflict Between Documents. To the extent that any conflicts may arise between this Agreement and any other, this Agreement shall control.
- 16.5 Neutrality. Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other genders and the use herein of either singular or the plural shall be deemed to include the other.
- 16.6 Section Headings. The headings, titles, subtitled herein are inserted solely for convenience reference and shall be ignored in any construction hereof.
- 16.7 Indemnification. The Trustee, its agents and employees are hereby indemnified by the Trust and the Trust property against all claims, liabilities, fines or penalties and against all costs and expenses (including attorneys' fees and disbursements and the costs of reasonable settlements) imposed upon, asserted against or reasonably incurred in connection with any claim arising out of their connection with the Trust whether or not the person has continued with the Trust at the time of the claim. Indemnification will not occur if there is a final determination of a court that the person is guilty of willful misconduct.

- 16.8 Procurement. In order to avoid a conflict of interest in purchasing support or services from any present or former Board Member, Officer, Director or employee of the MSP Compliance Corp. or any of its related entities, Trustee shall obtain written competitive bids for competitive supports or services when necessary and appropriate.
- 16.9 Notice. The Board of Trustees shall provide Beneficiaries, Grantors, Legal Representatives, CMS and its affiliate MSP contractors, and any and all other interested parties written notice of any amendments to this Master Trust Agreement to the last known address on record with Trustee. The duty is upon the parties interested in notification to provide updated information to Trustee in the event of a change. Trustee shall not be liable for failure to provide written notice when notice was provided to the last known address of record.

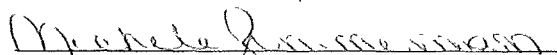
Beneficiaries and any other parties that may be required to provide written notice to Trustee shall send such notifications to:

Medicare Secondary Payer Charitable Foundation
8860 Columbia 100 Parkway, Suite 302
Columbia, Maryland 21045
Fax: (877) 99-MSPCF

In Witness Whereof, the undersigned hereby subscribes to the above Declaration of Trust on the date and year written above as Settlor and Trustee.

Witness:

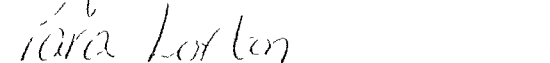
Medicare Secondary Payer Charitable Foundation, Inc





Printed Name





Printed Name

By:


Jennifer C. Jordan, Esq.
Chairman, Board of Trustees

STATE OF MARYLAND, COUNTY OF HOWARD, MARYLAND TO WIT:
I HEREBY CERTIFY that on this 1st day November, 2011, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jennifer C. Jordan, Chairman of the Board of Trustees of the Medicare Secondary Payer Charitable Foundation, and acknowledged the foregoing instrument to be the act of said body politic and corporate. And at the same time, he/she made oath in due form of law that he/she is the Chairman of said body politic and corporate and is duly authorized to make this acknowledgment on its behalf.

Witness my hand and Notaries Seal. Jennifer L. Miller
My Commission Expires 06/16/2013

