

***IRREVOCABLE REVERSIONARY INTER VIVOS GRANTOR
MEDICAL CARE TRUST FOR THE BENEFIT OF AAA AAA***

**ARTICLE I
ESTABLISHMENT OF THE TRUST**

Pursuant to a *Stipulation for Compromise Settlement and Release* (hereinafter “Stipulation”) of a Federal Tort Claims Act (28 U.S.C. § 2671, *et seq.*) matter, the United States of America (as the “Grantor”) establishes this Irrevocable Reversionary Inter Vivos Grantor Care Medical Trust (“the Trust”). The Stipulation is attached hereto and incorporated herein by reference.

**ARTICLE II
THE BENEFICIARY OF THE TRUST**

The “Beneficiary” of the Trust is AAA AAA. During any period of minority or legal incapacity, the term “Beneficiary” shall be read to include the Beneficiary’s legal representative. The Beneficiary shall act through the Beneficiary’s legal representative during periods of minority or legal incapacity. For purposes of the Trust, the term “legal representative” means any individual or entity authorized by law or court order to act on behalf of the Beneficiary for purposes of carrying out the terms and conditions of the Trust, including the Beneficiary’s attorney, parent, legal guardian, guardian, guardian ad litem, and conservator, but shall not include a person or entity with a power of attorney. In the event the Beneficiary has more than one “legal representative,” the Administrator and the Trustee are entitled to rely upon the signatures, statements, or actions of any one of the legal representatives in carrying out the terms of the Trust, absent a court order to the contrary, provided such court order has first been presented to the Administrator, Trustee, and Grantor. The Grantor retains a reversionary interest, effective upon the termination of the Trust, as provided in Article XIX of the Trust.

**ARTICLE III
THE PURPOSE OF THE TRUST**

The purpose of the Trust is to pay allowable benefits, as defined in Article IX of the Trust, to or on behalf of the Beneficiary according to the terms and conditions of the Trust. Nothing in the Trust shall be construed to require the Beneficiary to use any particular medical provider or group of medical providers, unless expressly provided to the contrary in Article IX of the Trust.

**ARTICLE IV
APPOINTMENT OF TRUSTEE AND ADMINISTRATOR**

The Grantor appoints ABC Bank as the “Trustee” of the Trust and appoints DEF Fund Advisors, Inc., as the “Administrator” of the Trust. The Trustee and the Administrator agree to accept their respective appointments and to carry out their respective fiduciary duties and responsibilities as defined by the terms of the Trust. In the event the same entity is appointed to act as both the Trustee and the Administrator, that entity shall carry out the duties and

responsibilities of both the Trustee and the Administrator.

**ARTICLE V
THE TRUST ESTATE**

For purposes of the Trust, the term “Trust Estate” is defined to be the amount the Grantor initially deposits with the Trustee pursuant to the Stipulation, together with any income from Trust Estate investments and any payments from annuity contracts, if any, purchased by the Grantor pursuant to the Stipulation. The Trust and the Trust Estate shall be a secondary payer of allowable benefits based on the terms and conditions set forth herein.

No rights, obligations, duties, or allowable benefits are created or payable pursuant to the Trust unless and until all of the following conditions have been met: (1) each party to the Trust has signed the Trust instrument; (2) the Grantor has deposited with the Trustee the initial sum stated or determined by the terms of the Stipulation; (3) the Trustee has deposited said sum into a separate account opened by the Trustee in the name of the Trust; and (4) the Beneficiary is alive at the time said sum is deposited into said separate account. The Trust shall be deemed established when each and every one of these conditions has been met.

**ARTICLE VI
THE DUTIES OF THE ADMINISTRATOR**

Section A. Duty to Act as the Administrator

The Administrator shall act as the Administrator and perform its fiduciary duties and responsibilities as defined by the terms of the Trust. The term “Administrator” includes the present Administrator and any successor of said Administrator, whether by appointment pursuant to the Trust, or by way of merger, consolidation, or transfer of business.

Section B. Duty to Review Requests for Payment of Allowable Benefits

1. Administrator Has Exclusive Duty

The Administrator shall have the exclusive duty and responsibility to receive and review requests for payment of allowable benefits, as defined in Article IX of the Trust.

2. Submission of Requests for Payment of Allowable Benefits

All requests for payment of allowable benefits must be submitted to the Administrator. Requests must be submitted and received by the Administrator within ninety days of the date the goods or services for which payment is being requested were provided. Absent good cause being demonstrated by the Beneficiary, the Administrator shall reject and not authorize any request for payment of allowable benefits that is received by the Administrator more than ninety days after the goods or services for which payment is being requested were provided. In the event a request for payment of allowable benefits is submitted to the Trustee (and the Trustee is not also acting as the Administrator), the Trustee shall promptly transfer the request to the Administrator and

shall take no further action with respect to the request for payment of allowable benefits unless and until the Trustee has received notification from the Administrator pursuant to Section E, below, to pay an amount from the Trust Estate to a particular payee.

3. Documentation Required to be Submitted With Each Request

a. Each request for payment of allowable benefits must be in writing on a form provided by the Administrator. The Beneficiary may submit a request for payment of allowable benefits, or the Beneficiary may authorize the provider of the goods or services to submit a request for payment of allowable benefits directly to the Administrator. The Beneficiary may arrange with the Administrator for the advance authorization of regularly recurring expenses. Except for requests for payment where advance authorization has already been obtained, each request for payment of allowable benefits must be signed by the Beneficiary.

b. Each request for payment of allowable benefits must include a written statement from the provider of the goods or services for which payment is being sought, detailing the nature of the goods or services and detailing the charges for such goods or services. The written statement, together with supporting documentation (such as medical records or product information) and billing information, must provide sufficiently detailed information for the Administrator to determine whether such goods or services are payable by the Trust and to determine the amount to be paid from the Trust Estate. The written statement must specifically indicate whether the charges for the goods or services have been or will be submitted to any source of benefits other than the Trust, whether any portion of the charges has been or will be paid by any other source of benefits, the amount of any payment received, the balance due, and the identity (including name, address, and telephone number) of the other source of payments.

c. Unless already on file with the Administrator, each request for payment of allowable benefits shall include a written agreement by the Beneficiary to provide the Administrator (and the Trustee, if necessary) with: information; documentation; valid authorizations, including authorizations for the Administrator to submit any request for payment of allowable benefits to another source of benefits, as defined in Section D, below, after the Administrator has determined that the request for payment is otherwise payable by the Trust or to seek reimbursement or to apply for benefits from such other source of benefits; valid releases for medical or billing information; and signatures required by the terms of the Trust or deemed necessary by the Administrator and the Trustee to carry out their respective duties and responsibilities under the terms of the Trust.

Section C. Duty to Determine Whether Payment of Request for Allowable Benefits is Authorized by the Trust

1. Determination of Allowable Benefits

Upon the receipt of the information, authorizations, releases, and signatures required in Section B, Paragraph 3, above, the Administrator shall commence its review of each request for payment of allowable benefits and the Administrator shall, subject to this Article VI and Article IX of the Trust, determine whether the goods or services for which payment is being sought are

allowable benefits under the terms of the Trust. The Administrator has no duty to determine whether the Trust authorizes any payments other than those for allowable benefits: those determinations are to be made by the Trustee within its duties, responsibilities, and powers under Articles VII and X of the Trust.

2. Administrator's Determination Based Exclusively on the Terms of the Trust

The Administrator's determination of whether a request for payment of allowable benefits is authorized by the Trust shall be based exclusively on the terms of the Trust. The Administrator shall not pay any benefit unless it is otherwise allowed under the terms of the Trust, even though the expense may be considered a deductible medical expense for tax purposes.

3. Exclusions That Apply to Requests for Payment of Allowable Benefits Unless There is an Express Authorization to the Contrary in Article IX

Unless otherwise specifically authorized in Article IX of the Trust, the Administrator shall **not** authorize, and the Trustee shall **not** pay, any of the following:

a. Goods and services received from, provided by, or paid for by any institution or agency of the United States Government, including any payments under Medicare and the Medicare End Stage Renal Disease Program or any successor type program for end-stage renal disease.

b. Goods and services, or portions thereof, for which the Beneficiary is not liable for payment or has not been, or will not be, billed or charged; goods and services that were provided prior to the date the Trust is deemed established; goods and services for which an obligation to provide such goods and services was incurred prior to the date the Trust is deemed established; and goods or services that were provided after the date the Trust is deemed terminated.

c. Goods and services which were provided by the Beneficiary's immediate relative or household member, such as spouse (by marriage, common law, or partner), parent, grandparent, child, sibling, or guardian, whether by blood, marriage, adoption, or legal appointment.

d. Goods and services paid by any person or entity, including Medicare or Medicaid, other than the Beneficiary to the extent that person or entity had a legal obligation to make such payment. The trust shall not pay any claim, lien, bill, or statement submitted by or on behalf of any State for payment to or reimbursement of Medicaid.

e. Goods and services for which the Beneficiary has been reimbursed or reasonably expects to be reimbursed, regardless of the source of the payment.

f. Investigational or experimental medical goods and services, unless such medical goods and services have been approved by the United States Food and Drug Administration or other United States government agency charged with the obligation to approve such investigational or experimental medical goods and services. Medications, medicines, and drugs that have not been

approved by the FDA. Medications, medicines, and drugs obtained outside the United States. Goods or services related to dental treatment or dental care.

g. Goods or services that the Administrator determines are not medically necessary. For purposes of the Trust, the term “medically necessary” means that the goods or services (i) were prescribed by an individual who is authorized by law to write a prescription; (ii) are consistent with the standards of good medical practice in the United States; (iii) are primarily and customarily used only for a medical purpose; (iv) are generally useful only to a person with an illness, disability, disease, or injury such as the Beneficiary’s at the time treatment is being provided; (v) are not primarily for the personal comfort (except that medications or surgeries to treat or relieve physical pain shall not be considered to be for “personal comfort” for the purpose of this definition) or convenience of the Beneficiary, the family of the Beneficiary, or the provider of the goods or services; and (vi) serve a specific therapeutic purpose in the treatment of any of the Beneficiary’s illnesses, disabilities, diseases, or injuries.

h. Fees, or any portion thereof, that the Administrator determines to be in excess of the reasonable and customary charge for the goods or services. For purposes of the Trust, the term “reasonable and customary charge” means the prevailing charge made by other providers of such goods or services within the geographic area in which the goods or services are being provided.

I. Treatment for cosmetic purposes.

j. In-home attendant care.

k. Non-medical social services; educational and training services; training in activities of daily living; and any equipment related to these types of services or training.

l. Habilitative, rehabilitative, recreational, and speech therapy; any equipment related to such therapies; and any equipment related to augmentative communication.

m. Counseling of any type.

n. Security systems.

o. Entertainment or other activities of daily living; and any equipment related thereto.

p. Transportation or travel expenses of any type for any purpose.

q. The purchase, rent, or lease of any vehicle of any type; the maintenance of, or modification to, any vehicle; accessories on or additional equipment for any vehicle; or taxes or insurance on any vehicle.

r. The purchase, rent, lease, construction, or modification of any building of any type (including a home or residence) or any other type of structure; construction of any type on any land or real estate; maintenance of or modification to any building of any type, structure, or land; any expenses relating to access to a building of any type, or access within a building of any type;

fixtures or accessories on or in any building of any type; taxes on a building of any type; or any insurance covering any land, building, or structure.

s. The purchase, rent, lease, maintenance, or modification of any personal property of any type; or any insurance covering any personal property of any type.

t. Burial and funeral expenses.

u. Goods and services that are not caused by, or not directly related to, the injuries the Beneficiary contended in *AAA v. United States*, Civil Action No. **123-4567** (United States District Court for the District of **XXX**), were caused by the negligence of the United States. A copy of the Complaint shall be on file with the Trustee and the Administrator.

4. Deadline for Making Determination

The Administrator shall complete its review and make its determination within thirty days of receipt of a request that fully and completely complies with the requirements of Article VI, Section B, of the Trust. If the review and determination cannot be made within the thirty-day period, the Administrator shall have an additional thirty days to complete said review and to make said determination, provided written notice of such extension is provided to the Beneficiary.

5. Reliance on Information Submitted

In making determinations pursuant to this Section C, the Administrator shall have the right to rely upon the information submitted by the Beneficiary or providers of goods and services. The Administrator shall have no duty or obligation to determine the qualifications of the providers of goods and services or whether any payments made to the Beneficiary are actually used by or for the Beneficiary's benefit. The Administrator is not required to obtain an order or approval from any court or the approval of the Grantor, except as required by the Trust, in determining whether a request for payment of allowable benefits is authorized, in whole or in part, under the terms of the Trust. The Administrator shall not be liable in money damages for any discretionary payment or other loss that occurs other than through its own fault or negligence.

6. Denial of Requests for Payment of Allowable Benefits

If a request for payment of allowable benefits is denied, in whole or in part, the Administrator shall provide written notice of the decision to the Beneficiary. The notice shall state the reasons for the denial and shall be sent to the Beneficiary within a reasonable period of time, not to exceed fifteen days after the decision is made. The Beneficiary shall have ninety days from the date the Beneficiary receives the written notice of the denial to object to the denial. The Beneficiary waives any objection the Beneficiary has or might otherwise have with respect to the denial by failing to object within the ninety-day period provided above. Objections shall not be unreasonably made.

7. Disputes

If a dispute arises with respect to a request for payment of allowable benefits, the Administrator may refrain from taking any other or further action in connection with the disputed request for allowable benefits until the matter has been resolved.

Section D. Duty to Submit Requests for Payment to Other Sources of Benefits

1. Submission of Requests for Payment to Other Sources of Benefits

For each request for payment of allowable benefits determined by the Administrator to be payable from the Trust Estate, the Administrator shall submit the request for payment to any other source of benefits from which the Beneficiary is entitled to benefits or payment before notifying the Trustee under Section E, below, to make a payment from the Trust Estate. When submitting the request to other sources of benefits, the Administrator shall notify the other source that the Trust Estate, as provided in Article V of the Trust, was established by the Grantor as a secondary payer on any request for payment of allowable benefits.

2. Definition of Other Sources of Benefits

For purposes of the Trust, the terms “other source of benefits,” “another source of benefits,” “other sources of benefits,” are defined to mean any source of benefits or payments other than the Trust Estate, but shall not include any assets owned by the Beneficiary, the Beneficiary’s parents, or the Beneficiary’s legal guardian. Examples of “other source of benefits,” “another source of benefits,” or “other sources of benefits,” shall include, but not be limited to, group or individual health insurance; automobile insurance; federal, state, local, or tribal program or insurance; Workers’ Compensation; and liability insurance.

3. Procedures in the Event the Other Sources of Benefits Refuse to Pay

In the event another source of benefits to whom a request for payment of allowable benefits has been submitted refuses to pay the request, in whole or in part, the Administrator shall notify the Trustee pursuant to Section E, below, to make a payment from the Trust Estate for the allowable benefit to the extent otherwise authorized by the terms of the Trust. Thereafter, the Administrator shall seek reconsideration of the refusal to pay by the other source of benefits. In the event the other source of benefits reconsiders its refusal and agrees to pay the benefit, the payment from the other source of benefits shall be made payable to the Trust Estate and deposited by the Trustee into the Trust Estate.

Section E. Duty to Notify Trustee to Pay Allowable Benefits From Trust Estate

After the Administrator has determined that a request for payment of allowable benefits is authorized by the terms of the Trust, and to the extent the request has not otherwise been paid by another source of benefits after being submitted pursuant to Section D, above, the Administrator shall notify the Trustee in writing of the amount to be paid from the Trust Estate and the name of the person or entity to whom such payment is to be made.

Section F. Duty to Require Disclosure of Other Sources of Benefits and to Require Application or Enrollment with Other Sources of Benefits for Coverage

1. Disclosure of Other Sources Of Benefits

Within sixty days of the date the Trust is deemed established, and annually thereafter, the Administrator shall require the Beneficiary to disclose to the Administrator the identity of any source of benefits from which the Beneficiary is or may be entitled to payment or benefits for which the Trust is otherwise required to make payment. The term “other source of benefits” is defined in Section D, Paragraph 2, above. The Beneficiary must make a legitimate and reasonable effort to locate and identify all such sources of benefits.

2. Application or Enrollment with Other Sources of Benefits

Whenever the Administrator learns of any other source of payment or benefits that may be available for the payment of any benefits that are otherwise allowed under the terms of the Trust, the Administrator shall determine whether payment of allowable benefits is available from such source. The Trustee shall notify the Administrator if it learns of any other such source of benefits. In the event the Administrator determines that payment of allowable benefits may be available from another source of payment or benefits, the Administrator shall require the Beneficiary to submit an application to the other source of benefits for coverage by that other source. Pursuant to Article X of the Trust, the Trustee is authorized to pay the costs (such as enrollment fees or premiums) of coverage by the other source, provided the Trustee and Administrator have determined that enrollment with such other source and the payment of the cost of coverage from the other source is in the best interests of the Trust Estate and the Grantor concurs. The Trustee shall not pay the cost of any new or current coverage except for that portion of the cost attributable to having the Beneficiary covered.

3. Failure to Disclose or Apply for Benefits from Other Sources

In the event the Beneficiary refuses or fails to disclose the information required in Paragraph 1, above, or refuses or fails to apply for benefits from another source of payments or benefits as required in Paragraph 2, above, the Administrator shall determine the extent to which the other source of benefits would have otherwise paid for benefits that are otherwise allowed by the Trust. To the extent it appears to the Administrator, in its discretion, that the other source of benefits, upon receiving a valid application for benefits, may have paid, in whole or in part, a request for payment of allowable benefits that would otherwise be allowed by the Trust, the Administrator shall not authorize the payment of the request for payment of allowable benefits from the Trust Estate to the extent the other source would have paid had a valid application been submitted. The Trustee is authorized to take any reasonable legal action to enforce the requirements in the Trust that the Beneficiary provide to the Trustee and Administrator any information, documentation, authorizations, access, or signatures required by the terms of the Trust or as requested by the Trustee or Administrator in administering the terms of the Trust.

Section G. Duty to Assist the Beneficiary

The Administrator shall provide the Beneficiary with assistance in applying for payment of allowable benefits from the Trust Estate. The Administrator may, in its discretion, provide clerical and technical assistance to the Beneficiary in determining the availability of benefits from any source of benefits and in completing an application to any source of benefits.

Section H. Duty to Maintain Files

The Administrator shall obtain and retain in its files a copy of all requests for payment of allowable benefits and supporting documentation, including receipts and itemizations. The Administrator shall permit the Trustee, the Grantor, and the Beneficiary or their designated representatives to examine all such files and documentation.

ARTICLE VII THE DUTIES OF THE TRUSTEE

Section A. Duty to Act as the Trustee

The Trustee shall act as the Trustee and perform its fiduciary duties and responsibilities as defined by the terms of the Trust. The term "Trustee" includes the present Trustee and any successor of said Trustee, whether by appointment pursuant to the Trust, or by way of merger, consolidation, transfer of Trust business, or otherwise.

Section B. Duty to Open Separate Account and to Manage the Trust Estate

The Trustee shall open a separate account in the name of the Trust and deposit into such account the sum received from the Grantor pursuant to the Stipulation. The Trustee agrees to accept, hold, manage, invest, administer, and distribute the Trust Estate according to the terms of the Trust within the powers provided to the Trustee.

Section C. Duty to Make Payments From the Trust Estate

1. Payment of Allowable Benefits

Upon receipt of written notification from the Administrator pursuant to Article VI, Section E, of the Trust that an allowable benefit is to be paid from the Trust Estate, the Trustee shall make the payment authorized by the Administrator in the amount and to the payee authorized by the Administrator. The Trustee shall not pay any request for payment of allowable benefits without the express written authorization of the Administrator. In making a payment, the Trustee shall have the right to rely upon the determinations of the Administrator that a payment is authorized by the terms of the Trust and that the amount to be paid from the Trust Estate and the payee are correct. The Trustee shall incur no liability for disbursements made in reliance on such determinations by the Administrator. The Trustee shall have no duty or obligation to determine the qualifications of the providers of goods and services or whether any payments made to the Beneficiary are actually used by or for the Beneficiary's benefit.

2. Payment of Other Trust Expenses

In addition to making payments pursuant to Paragraph 1, above, for allowable benefits authorized by the Administrator, the Trustee shall also pay the other expenses of the Trust and Trust administration to the extent allowed by the terms of the Trust.

3. Source of Payments Made From the Trust Estate

Payments authorized by the Trust shall be paid first out of the income generated by the Trust Estate. At the end of each calendar year, any such income that has not been disbursed, expended, reserved, or otherwise accumulated, shall be accumulated and added to the Trust Estate as principal. In the event the income of the Trust Estate is insufficient in any single calendar year to make the payments authorized by the Trust, the Trustee, in its discretion, may invade the principal of the Trust Estate. However, the Trustee may not invade the principal of the Trust Estate by an amount to exceed Twenty Thousand Dollars (\$20,000.00) in any single calendar year without giving prior written notice to the Beneficiary and Grantor. The purpose of the notification requirement is to advise the Beneficiary and Grantor and to permit either of them to question payment requests that may jeopardize the long-term viability of the Trust Estate. The mere fact that such notice is given, however, shall not affect the obligation of the Trustee to make payments that are otherwise authorized by the Trust. For the purpose of this Paragraph 3, any annuity payments into the Trust Estate during any calendar year shall be considered income in determining the amount available for expenditure before the Trustee is considered to have invaded the principal of the Trust Estate, but shall not be considered in determining the fees of the Trustee or Administrator unless otherwise allowed under the Trustee's and Administrator's standard schedule of fees. In the event the income and principal of the Trust Estate are insufficient in any single calendar year to make the payments authorized by the Trust, the Trustee shall make payments only to the extent funds are available in the Trust Estate. The Trustee shall not borrow from any source to make payments when the income and principal of the Trust Estate are insufficient in any single calendar year to make the payments authorized by the Trust. In the event the Trust Estate becomes Zero Dollars (\$0.00) and there is no income or annuity payments due in the future, the Trust shall be deemed terminated and the Trustee shall close the Trust according to the procedures set forth in Article XIX.

4. Discretion of Trustee in Making Payments

The Trustee is not required to obtain an order or approval from any court or the approval of the Grantor, except as required by the Trust, in making payments from the Trust Estate. The Trustee shall not be liable in money damages for any payment or other loss that occurs other than through its own fault or negligence. Until the Trustee has received, at the location where the Trust Estate is being administered, written notice of the Beneficiary's death or of any other event upon which the right of payments may depend, the Trustee shall incur no liability for making payments authorized by the Trust.

Section D. Duty to Recover Payments

If subsequent to a payment of an allowable benefit, the Trustee determines that the payment should not have been made or should have been made in a lesser amount or that the Beneficiary has been reimbursed from another source of benefits for such benefit, the Trustee shall offset the amount of such payment to the extent of the overpayment. The Trustee is also authorized to take reasonable legal action as may be necessary to reimburse the Trust Estate for an overpayment or to collect payments from other sources of payment. For purposes of the Trust, the term “overpayment” shall mean any of the following: any payment that should not have been made; any payment that should have been made in a lesser amount; any payment of an expense for which there has been payment or reimbursement from another source of benefits; and any payment of an expense that should have been paid from another source of benefits.

Section E. Duty to Maintain Files and Accounts and to Render Statements of Account

The Trustee shall obtain and retain in its files a copy of the receipts and itemizations for all expenses paid by the Trust Estate. The Trustee shall also maintain a system of accounting and books of account with respect to the income, expenses, and assets of the Trust Estate which conform to the generally accepted principles and practices of accounting. The Trustee shall permit the Grantor, the Administrator, and the Beneficiary or their designated representatives to examine all accounts, files, and documents relating to the Trust and the Trust Estate.

The Trustee shall render a statement of the administration of the Trust Estate to the Administrator, the Grantor, and the Beneficiary. The statement shall be made at least quarterly. Copies of all tax filings, if any, filed on behalf of the Trust Estate shall similarly be furnished. The Grantor and the Beneficiary shall each have ninety days from the date of receipt of each statement to object thereto. If the Grantor timely objects to any payment from the Trust Estate, or to the reasonableness thereof, or the necessity therefore, no such payment or similar payment shall be authorized or made in the future, except on written notice to the Grantor. The failure of the Grantor or the Beneficiary to object to an item on a statement or to a particular payment noted in the statement shall be conclusive as to such item or payment but shall not preclude the Grantor or the Beneficiary from objecting to like items or payments appearing in future statements. Objections shall not be unreasonably made.

The Trustee is authorized to provide a copy of the statement of the administration of the Trust Estate to any court of competent jurisdiction which may require the same, upon the consent of the Beneficiary.

ARTICLE VIII THE DUTIES AND RESPONSIBILITIES OF THE BENEFICIARY

The Beneficiary has the duty and responsibility to cooperate with the Administrator and Trustee to the extent the terms of the Trust require the Administrator and the Trustee to obtain the cooperation of the Beneficiary in carrying out their respective duties and responsibilities. The Beneficiary also has the duty and responsibility to submit requests for payment of allowable benefits as required by the Trust; to provide signatures, authorizations, documentation, or

information necessary for the carrying out of the terms of the Trust; to identify other sources of payments or benefits; to apply to other sources of payments or benefits for coverage; and to assist the Administrator and Trustee in obtaining payments or reimbursement from other sources of payments or benefits. The Beneficiary also has the duty and responsibility to transmit to the Trust Estate any amount received by the Beneficiary from another source of payments or benefits in reimbursement for, or payment of, an expense that has been paid or will be paid from the Trust Estate.

ARTICLE IX ALLOWABLE BENEFITS

Section A. Definition of Allowable Benefits

The term “allowable benefits” is defined to mean only those benefits specifically enumerated in Section B below. The term “allowable benefits” is further defined to mean only those specifically enumerated benefits in Section B, below, that are (i) incurred after the date the Trust is deemed established, as defined in Article V of the Trust; (ii) incurred before the date the Trust is deemed terminated, as defined in Article XIX of the Trust; (iii) necessary and reasonable; (iv) caused by, or directly related to, the injuries the Beneficiary contended in **AAA v. United States, 123-45-678** (United States District Court for the District of **XXXX**), were caused by the alleged negligence of the United States; and (v) exclusively for the benefit of the Beneficiary, unless otherwise specifically authorized by the terms of the Trust.

Section B. Enumeration of Allowable Benefits

1. Medical Treatment and Care Outside the Beneficiary’s Principal Place of Residence

The Administrator shall authorize and the Trustee shall pay for the Beneficiary’s medical treatment and care outside the Beneficiary’s principal place of residence, including, but not limited to, medical treatment and care for the diagnosis, cure, mitigation, or prevention of disease, illness, injury, or disability. The Administrator shall authorize and the Trustee shall pay for the services of physicians, surgeons, psychiatrists, psychologists, dentists, physician’s assistants, registered nurses, licensed practical nurses, licensed or certified nurse’s aides, radiologists, laboratory technicians, and other similarly licensed or certified health care personnel for the purpose of providing medical treatment and medical care to the Beneficiary outside the Beneficiary’s principal place of residence.

The Administrator shall not authorize and the Trustee shall not pay for any type of care or services, whether such care or services are medical or non-medical, surgical, psychiatric, psychological, unskilled nursing care, counseling, companion services, cleaning services, personal attendant services, personal assistant, attendant care, custodial care and services, respite care, in the Beneficiary’s principal place of residence or in any other person’s home, regardless of the Beneficiary’s medical or non-medical condition or needs, except to the extent specifically authorized in Paragraph 2 below.

For purposes of this Trust, the phrase "Beneficiary's principal place of residence" shall mean any dwelling owned, rented, or leased by the Beneficiary or by a parent of the Beneficiary in which the Beneficiary is living and residing.

2. In-home Attendant and Respite Care

a. For purposes of this Trust, the term "in-home attendant and respite care" is defined to mean medical treatment and care, non-medical care (including care that may be provided by a parent or guardian), psychological or psychiatric treatment and care, skilled nursing care (i.e., care that requires a registered nurse or a licensed practical nurse), unskilled nursing care, counseling, companion services, cleaning services, personal attendant services, personal assistant services, attendant care, custodial care and services, respite care, and all other types of care, services, assistance, attendant care, and support that may be provided to, or is needed by, the Beneficiary in the Beneficiary's principal place of residence (as defined in Paragraph 1, above).

b. In-home attendant and respite care may be authorized and paid only to the extent and under the circumstances specifically authorized by this Paragraph 2. Subject to the following terms and conditions, the Administrator shall authorize and the Trustee shall pay the Beneficiary for the Beneficiary's in-home attendant and respite care service needs:

i. The Beneficiary must be physically present in the Beneficiary's principal place of residence at such time as the in-home attendant and respite care services are provided. Payment is not authorized under this Paragraph 2 if the Beneficiary is not physically present in her principal place of residence at the time such in-home attendant and respite care services are provided. For any period of time that the Beneficiary is not physically present at the Beneficiary's principal place of residence, including a period of time when the Beneficiary is a patient at a hospital, or is a resident at, or is admitted to, a hospital, nursing home, foster home, foster care facility, residential care facility, licensed group home, long-term care facility, or hospice facility, the Administrator shall not authorize and the Trustee shall not pay for any in-home attendant care under this Paragraph 2.

ii. Subject to the terms and conditions of this Paragraph 2.b., the Administrator shall authorize and the Trustee shall pay a maximum of **XX** hours per week for in-home attendant care services.

iii. The Administrator shall authorize and the Trustee shall pay for in-home attendant and respite care under this Paragraph 2 at the skill level of in-home attendant and respite care services that is medically necessary (as defined in Article VI, Section C, Paragraph 3.g., above) and at the reasonable and customary charge (as defined in Article VI, Section C, Paragraph 3.h. above) for that skill level for providing such in-home attendant care services.

However, in the event that the person providing in-home attendant and respite care services authorized by this Paragraph 2 is a spouse, partner, child, parent, guardian, custodian, conservator, family member, relative, or household member of the Beneficiary, the Administrator shall authorize and the Trustee shall pay such spouse, partner, child, parent, guardian, custodian, conservator, family member, relative, or household member of the

Beneficiary an hourly rate of pay equal to the hourly rate then being charged by a home health aide (but not the hourly rate of a licensed practical nurse, registered nurse, or any skill level in excess of the minimum skill level required to be a home health aide or nurse's aide) in the local community or geographic area in which the Beneficiary is physically residing who is hired as a contractor directly by a person requiring such services (as opposed to the local hourly rate then being charged by an agency or business to provide a home health aide or nurse's aide to a person requiring such services). For purposes of this Trust, the terms "relative," "family member," and "household member" shall include but not be limited to a parent (by blood, adoption, or otherwise), a spouse (by marriage or common law), a child (by blood, adoption, or otherwise), a grandparent, a sibling (by blood, adoption, or otherwise), an aunt, an uncle, a niece, a nephew, a guardian, a guardian ad litem, a conservator, a custodian, a house-mate, or a roommate.

iv. The Administrator shall authorize and the Trustee shall pay only one provider of in-home attendant and respite care services per hour, regardless of the Beneficiary's medical needs, the type of services being provided, or the person or skill level of the person providing such services.

v. In addition to the services authorized in Paragraph 2.b.i-iii, above the Administrator shall authorize and the Trustee shall pay for a maximum of **XX** hours during one weekend per month for respite care.

c. Except to the extent expressly authorized in this Paragraph 2, the Administrator shall not authorize and the Trustee shall not pay for in-home attendant and respite care regardless of the Beneficiary's medical needs, the type of services being provided, or the person or skill level of the person providing such services.

3. Emergency Room, Hospital, and Residential Care Facility

The Administrator shall authorize and the Trustee shall pay for the cost of the Beneficiary's admission to any hospital or emergency room. In addition, the Administrator shall authorize and the Trustee shall also pay for the cost of admission to a nursing home or other type of licensed residential care facility (including a licensed group home, long-term care facility, and a licensed foster home, except not any foster home that is in any way owned, in whole or part, or operated by the Beneficiary's family, which shall include his spouse, children, siblings, relatives, whether by blood, adoption, or marriage). The cost of admission to any facility authorized in this Paragraph 3 shall include room, board, and medical expenses. Except to the extent expressly authorized in this Paragraph 3, the Administrator shall not authorize and the Trustee shall not pay for the cost of admission to or residence at any other type of facility other than stated in this Paragraph 3.

4. Therapy Services

a. The Administrator shall authorize and the Trustee shall pay for the Beneficiary's physical, speech, and occupational therapy as necessitated by the Beneficiary's medical condition, provided that the Beneficiary's treating physician orders such therapy and certifies in writing that the Beneficiary is capable of benefitting from such therapies and provided further

that such therapies are administered by licensed health care providers, licensed therapists, or therapists trained in generally accepted therapy modalities provided such therapists are subject to supervision. In the event the Beneficiary is receiving therapy at no cost under any program provided, sponsored, or paid for, directly or indirectly, jointly or severally, by the United States, any State of the United States, any Territory of the United States, or the District of Columbia, or is receiving therapy provided, sponsored, or paid for by any private program or insurance, or is receiving therapy at a facility, the Administrator shall authorize and the Trustee shall pay only the amount necessary to supplement the therapies the Beneficiary is receiving under such statutes, programs, or insurance.

b. Except to the extent expressly authorized in this Paragraph 4, the Administrator shall not authorize and the Trustee shall not pay for therapy services regardless of the Beneficiary's needs, the type of services being provided, or the person or skill level of the person providing such services.

5. Prescription Drugs and Medicines; Medical Devices; Medical Appliances; Durable Medical Equipment; Medical Supplies; and Medical Diagnostic Procedures and Testing

The Administrator shall authorize and the Trustee shall pay for prescription drugs and medicines; medical devices; medical appliances; durable medical equipment; medical supplies; and medical diagnostic procedures and testing. In the event the Administrator has authorized and the Trustee has paid for a medical device, medical appliance, or durable medical equipment, the Administrator shall authorize and the Trustee shall pay for the cost of maintenance on any such item that was purchased from Trust Estate funds.

Notwithstanding any definition of medical devices, medical appliances, durable medical equipment, or medical supplies to the contrary, the following items shall not be paid under this Paragraph 5:

a. Any expenses relating to a motor vehicle. The types of expenses precluded by this subparagraph include but shall not be limited to: the purchase, lease, or rent of a motor vehicle; the repair, maintenance, or modification (including any equipment to be installed during such modification) of a motor vehicle; taxes or insurance on a motor vehicle; and all other types of expenses or costs associated with a motor vehicle or the operation of a motor vehicle.

b. Any expenses relating to a home or real estate. The types of expenses precluded by this subparagraph include but shall not be limited to: the purchase, lease, or rent of a home or real estate; the construction, renovation, modification, repair, or addition to a home or real estate; expenses relating to access to a home or real estate or access or mobility within a home or real estate; fixtures for a home or real estate; insurance or taxes on a home or real estate; and all other types of expenses relating to a home or real estate.

c. Swimming pools, lap pools, spas, whirlpools, or saunas; leisure/exercise/ recreational equipment.

d. The construction, rent, or lease of any facility or structure for any type of therapy or for any other purpose.

e. Computers, computer hardware, computer software, and computer peripherals, except to the extent the computer or computer hardware has been or will be implanted in the Beneficiary, is a component in such implant in the Beneficiary, is a component of a medical appliance or device, or is a computer peripheral or software specifically and exclusively designed for a person with visual impairment.

The Administrator may make arrangements with a firm such as PMSI (Pharmacy Management Services, Inc., P.O. Box 20248, Tampa, Florida 33622-0248; 1-800-237-7676) or another similar service for advance deposit for drugs and services as may be to the benefit and convenience of the Beneficiary if prescription services are not available through governmental programs or private insurance.

6. Transportation

The Administrator shall authorize and the Trustee shall pay for reasonably incurred transportation expenses of the Beneficiary (including ambulance hire) primarily for and essential to obtaining emergency medical care, emergency medical treatment, or emergency medical services. The Administrator shall not authorize and the Trustee shall not pay for any other transportation expenses.

7. Health Insurance

The Administrator shall authorize and the Trustee shall pay the enrollment fees or premiums of health insurance coverage for the Beneficiary, provided that the Trustee and Administrator have determined that such costs of coverage for the Beneficiary are in the best interests of the Trust Estate and provided further that the Grantor concurs. In the event the Trustee and Administrator determine under this Paragraph 7, and under Article VI, Section F, Paragraph 2, and Article X, Paragraph 3, that some or all of the cost of health insurance coverage for the Beneficiary should be paid by the Trust Estate, the fact that the health insurance policy under consideration also covers medical claims that this Trust would not otherwise pay under the terms of Article IX, or also provides coverage to persons other than the Beneficiary, should not be used to reject a request by the Beneficiary for the payment of the cost of enrollment fees or premiums, provided however that the Trust shall not pay any costs of coverage for any person other than the Beneficiary.

8. Motor Vehicle Allowance

The Administrator shall not authorize and the Trustee shall not pay for any expenses relating to a motor vehicle. The types of expenses precluded by this Paragraph 8 include but shall not be limited to: the purchase, lease, or rental of a motor vehicle; the repair, maintenance, or modification (including any equipment to be installed during such modification) of a motor vehicle; taxes or insurance on a motor vehicle; and all other types of expenses or costs associated with a motor vehicle or the operation of a motor vehicle.

9. Home Allowance

The Administrator shall not authorize and the Trustee shall not pay for any expenses relating to a home or real estate. The types of expenses precluded by this Paragraph include but shall not be limited to: the purchase, lease, or rent of a home or real estate; the construction, renovation, modification, repair, or addition to a home or real estate; expenses relating to access to a home or real estate or access or mobility within a home or real estate; fixtures for a home or real estate; insurance or taxes on a home or real estate; and all other types of expenses relating to a home or real estate.

However, to help defray expenses related to home modification, repair or addition of fixtures necessitated as a result of those injuries as described above, upon submission of the required documentation, the Administrator shall authorize and the Trustee shall pay to the Beneficiary a life-time maximum allowance not to exceed \$ **XXX**. The Administrator shall not authorize and the Trustee shall not make a payment authorized by this Paragraph 9 unless the Beneficiary is residing and actually living on a full-time basis in her principal place of residence, as defined in Paragraph 1, above, at the time the request for payment is submitted to the Administrator.

10. Miscellaneous Expenses

The Administrator shall not authorize and the Trustee shall not pay miscellaneous expenses of the Beneficiary. For purposes of the Trust, the term "miscellaneous expenses" shall mean any expense of the Beneficiary that is not otherwise specifically authorized by the terms and conditions of the Trust, regardless of the Beneficiary's medical or other needs.

ARTICLE X THE POWERS OF THE TRUSTEE

The Trustee shall have the following enumerated powers and all those powers provided by the laws of the Trustee's domicile, provided such powers are not inconsistent with the powers enumerated herein or the terms of the Trust. The Trustee shall exercise these powers in its sole discretion and without license or leave of any court.

1. To pay allowable benefits from the Trust Estate to the extent authorized by the terms and conditions of the Trust.
2. To employ at its option and with prior consent of the Beneficiary any person or business for the purpose of providing allowable services to or for the Beneficiary, provided the Trustee determines that employment by the Trust directly is more economical than paying a third party to arrange for the provision of such services and that it will not detract from the quality of services provided to the Beneficiary.
3. To pay the cost of enrollment or premiums for benefits from a source of benefits other than the Trust, including health insurance, according to the terms and conditions of the Trust.

4. To pay or reserve sufficient funds to pay all expenses related to the management and administration of the Trust, including all assessments, charges, fees, taxes, or other expenses incurred in the administration, enforcement, or protection of the Trust and the Trust Estate not otherwise precluded by state law or any other provision of the Trust. Such expenses shall include the fees of the Trustee and the Administrator to the extent authorized in Article XIII of the Trust. The Trustee shall not pay any fees, legal or otherwise, any costs, or any expenses relating to the establishment, administration, or termination of a guardianship or conservatorship for the Beneficiary. The Trustee shall not pay any fees, legal or otherwise, any costs, or any expenses incurred by either the Beneficiary or Grantor in resolving any disputes, questions, or interpretations arising under the Trust. The Trustee shall not pay any fees, legal or otherwise, any costs, or any expenses incurred by the Beneficiary in seeking or obtaining benefits from any source of benefits other than the Trust, except that the Trustee shall pay the cost of enrollment or premiums for benefits from a source of benefits other than the Trust, including health insurance, according to the terms of the Trust. In the event the Trustee must retain legal counsel to represent the interests of the Trustee, the Administrator, or the Trust Estate in resolving any dispute, question, or interpretation arising under the Trust or to represent the Trustee, the Administrator, or the Trust Estate in the administration or protection of the Trust and the Trust Estate or for the purpose of enforcing the terms of the Trust, the Trustee is prohibited from retaining any attorney or law firm who represents or has represented the Beneficiary or any relative of the Beneficiary or any guardian or conservator of the Beneficiary unless the Trustee can demonstrate to the Grantor by clear and convincing evidence that there is no actual conflict of interest, no apparent conflict of interest, and no appearance of a conflict of interest between said attorney or law firm and the interests of the Grantor. The Trustee must take into account that the establishment of this Trust was part of a settlement of a Federal Tort Claims Act suit filed by the Beneficiary against the United States of America as a defendant and that the United States of America is the Grantor of this Trust.

5. To retain any property held in the Trust Estate for as long as the Trustee shall deem it advisable, provided the Trustee takes into account the purpose of the Trust.

6. To invest and reinvest in, and to acquire by purchase, exchange, or otherwise, intangible property such as stocks, bonds, securities, mutual funds, certificates of deposits, bank savings or checking accounts, foreign or domestic, or interests of participation therein (including common Trust Estate funds and mutual funds associated with the Trustee), without regard to the proportion any such property may bear to the entire amount held without any obligation to diversify, to the extent consistent with the purpose of the Trust and prudent investment rules. In the event the Trust Estate is less than One Hundred Thousand Dollars (\$100,000.00) for three consecutive years and there is no reasonable basis to expect that the Trust Estate shall subsequently exceed One Hundred Thousand Dollars (\$100,000.00), the Trustee may limit Trust investments to certificates of deposit and bank savings and checking accounts in an FDIC insured financial institution. The Trustee may receive compensation from internal funds. Investments in such internal funds may be charged fees and expenses at the rate and according to the formula set forth in the prospectus applicable to the investment. The Trustee may also use the services of affiliated brokerage services as it deems appropriate in its sole discretion in connection with the purchase or sale of account assets. Any such transactions will be deemed appropriate, even where the Trustee has an underwriter's interest or charges fees or commissions

which include a profit, so long as all such transactions are on terms and under circumstances comparable to those generally available through non-affiliated brokers. The Trustee shall attempt to invest all principal sums in excess of One Thousand Dollars (\$1,000.00).

7. To sell (at public or private sale, without application to any court) any property in the Trust Estate in such manner and on such terms and conditions as it may deem best to the extent consistent with the purpose of the Trust and prudent investment rules.

8. To vote personally or by proxy any shares of stock or other voting securities at any time held hereunder, and to consent to and participate in any reorganization, consolidation, merger, liquidation, or other change in any corporation whose stocks or securities may at the time be held hereunder.

9. To commingle the assets of the Trust Estate with the assets of other trusts not owned by or property of the Beneficiary in order to maximize the investment income of the Trust Estate.

10. Except to the extent prohibited by law, to cause any securities to be registered in the names of its nominees, or to hold any securities in such condition that they will pass by delivery, including the use of custodians and other depositories.

11. To liquidate, compromise, adjust, and settle any and all claims and demands, including taxes, in favor of or against the Trust Estate, for such amounts, upon such terms, in such manner, and at such time as the Trustee shall reasonably deem advisable upon the consent of the Grantor.

12. To allocate to principal all stock dividends and cash in lieu of fractional shares paid as a result of a stock dividend received on stock.

13. To continue to make distributions of income and/or to accumulate the same hereunder until the Trustee shall have received written notice of any event which would affect such distribution and/or such accumulation of income; and the Trustee shall not be liable to any person having any interest in such continuation until the Trustee shall have received such written notice.

14. Except as otherwise specifically provided herein, the determination of all matters with respect to ascertaining what is principal and income of the Trust Estate and the apportionment or allocation of receipts and expenses between these accounts shall be governed, at the election of the Trustee, by the provisions of either the Uniform Principal and Income Act from time to time existing or the Principal and Income Act of the state in which the Trustee resides. Any such matter not provided for herein, or not provided for in the Principal and Income Act elected by the Trustee, shall be determined by the Trustee in the Trustee's sole discretion.

15. To invoke the jurisdiction of a court of competent jurisdiction, by petition or other procedure, in order to protect the interests of the Trust Estate, to comply with or to enforce the terms of the Trust, or to resolve any dispute or question arising under the Trust in the event the

parties to the dispute or question have attempted to resolve the matter informally as required by the Trust and failed. The Trustee is also authorized to take reasonable legal action as may be necessary to reimburse the Trust Estate for an overpayment or to collect payments from other sources of payment.

Article XI

Resignation Or Removal Of The Trustee Or Administrator

Section A. Right of Resignation

The Trustee shall have the right to resign at any time upon giving ninety days written notice of such resignation to the Grantor, the Beneficiary, and the Administrator. The Administrator shall have the right to resign at any time upon giving ninety days written notice of such resignation to the Grantor, the Beneficiary, and the Trustee. An entity that is acting as both the Trustee and the Administrator shall have the right to resign from either or both appointments upon giving ninety days written notice of such resignation to the Grantor and the Beneficiary.

Section B. Removal of the Trustee or the Administrator

The Grantor shall have the right to remove a Trustee or an Administrator upon sixty days written notice to the Trustee, the Administrator, and the Beneficiary.

Section C. Return of Unearned Fees

In the event the Trustee or an Administrator resigns or is removed from office, the resigning or removed Trustee or Administrator, prior to leaving the service of the Trust, shall return that portion of payments made to it during the Trust accounting period which represents unearned income. For purposes of the preceding sentence, "unearned income" shall mean the pro rata portion of all payments made to the resigning or removed Trustee or Administrator for which services have not been rendered. In the case of annual payments, this amount shall be determined by multiplying the annual payments by a fraction, the numerator of which is the number of whole months during that period in which services were not rendered, and the denominator of which is 12. In the case of quarterly payments, this amount shall be determined by multiplying the quarterly payment by a fraction, the numerator of which is the number of whole months during that period in which services were not rendered, and the denominator of which is 3.

Section D. Transfer of the Trust Estate and the Trust Files

A Trustee that resigns or is removed shall transfer and deliver to its successor the then-existing entire Trust Estate in its possession, along with all Trust documents and records in its possession. Upon such transfer, the Trustee shall be discharged as Trustee of the Trust and shall have no further powers, discretion, rights, obligations, or duties with reference to the Trust Estate, and all such powers, discretion, rights, obligations, and duties of the resigning Trustee shall inure to and be binding upon such successor Trustee.

An Administrator that resigns or is removed shall transfer and deliver to its successor the then-existing Trust documents and records in its possession.

The foregoing notwithstanding, nothing contained in this Section D shall be deemed to discharge or release any Trustee or Administrator that resigns or is removed from liability for its acts or omissions.

Article XII Successor Trustee Or Administrator

Section A. Appointment of Successor Trustee or Administrator

In the event the Trustee or the Administrator resigns, refuses or is unable to act, or is removed, the Grantor shall appoint in writing a successor within sixty days of receiving written notice of resignation or within sixty days of removal, upon consultation with the Beneficiary.

Section B. Qualifications of a Successor Trustee

A successor Trustee appointed pursuant to this Article XII shall be a corporate Trustee, shall be duly licensed to act in that capacity, and shall have a combined capital and surplus equal to or exceeding that of the predecessor Trustee unless the Grantor agrees in writing to a lesser combined capital or surplus.

Section C. Duties, Rights, Responsibilities, and Powers of Successors

A successor Trustee or Administrator shall have all the duties, rights, responsibilities, and powers provided by the Trust.

Section D. Liability of Successors

A successor Trustee or Administrator shall not be liable or responsible in any way for the acts or omissions of any predecessor Trustee or Administrator or for any loss or expense occasioned by any act or omission of any such predecessor. The successor Trustee or Administrator shall be liable for its own acts or omissions in respect to property actually received or duties, responsibilities, and powers assumed by it as the successor. The foregoing notwithstanding, nothing contained in this Section D shall be deemed to discharge or release any predecessor Trustee or Administrator from liability for its acts or omissions.

ARTICLE XIII COMPENSATION OF THE TRUSTEE AND THE ADMINISTRATOR

The Trustee shall receive as compensation for its services such commissions and fees as are payable in accordance with its schedule of fees in effect from time to time during the period in which its services are rendered, but shall not include any fees for the types of services being rendered by the Administrator unless the Trustee has also been appointed as the Administrator, in which case the fee schedule that applies to the performance of both appointments shall apply.

The Trustee's compensation may not be changed without prior written approval of the Grantor. The Administrator shall receive as compensation for its services such compensation as is payable in accordance with its schedule of fees in effect from time to time during the period in which its services are rendered unless the Administrator has also been appointed as the Trustee, in which case the fee schedule that applies to the performance of both appointments shall apply. The Administrator's compensation may not be changed without prior written approval of the Grantor.

**ARTICLE XIV
BOND EXCUSED**

The Trustee and any successor Trustee shall not be required to give bond or any other undertaking for the faithful performance of its duties hereunder, any law to the contrary notwithstanding.

**ARTICLE XV
SPENDTHRIFT PROVISION**

No title or interest in the money or other property constituting the Trust Estate, or in any income accruing there from or thereon, shall vest in the Beneficiary during the continuance of the Trust Estate. The Beneficiary shall have no right, power, or authority to anticipate any income of the Trust Estate, payments into the Trust Estate, or any payments from the Trust Estate; or to alienate, convey, transfer, or dispose of the same or any interest therein or any part thereof in advance of payment. None of the principal or income of the Trust Estate, payments into the Trust Estate, nor any payments from the Trust Estate shall be involuntarily alienated by the Beneficiary or be subject to attachment, execution, or levy, or taken upon any process for any debts that the Beneficiary may have contracted, or in satisfaction of any demands or obligations that the Beneficiary may have incurred.

**ARTICLE XVI
NOTIFICATION REQUIREMENTS**

All notices, statements, statements of account, objections, filings, service of legal papers, and mailings required or permitted by the provisions of the Trust shall be in writing and shall be sent, on a timely basis, to the following addresses or, upon written notice, any subsequent change of address:

GRANTOR:
Director, Torts Branch (FTCA Staff)
Civil Division
United States Department of Justice
P.O. Box 888
Benjamin Franklin Station
Washington, D.C. 20044
(202) 616-4400
(202) 616-5200 (fax)

TRUSTEE:

The Irrevocable Reversionary Inter Vivos
Medical Care Trust FBO XXX XXX
Trust & Investment Services

Bank

Address

Phone Number

ADMINISTRATOR:

DEF Fund Advisors

Address

Phone Number

BENEFICIARY:

XXX XXX

Address

Phone number

The Trustee, the Administrator, the Grantor, and the Beneficiary shall each be responsible for providing each other with timely written notice of any change in address or phone number. The Beneficiary shall give timely written notice of a guardianship or conservatorship or change thereof. Any notification shall be deemed given when posted by regular United States Mail addressed to the last known address. Service of any legal papers shall comply with the rules of the court in which the action or proceeding is filed and shall be made upon all parties to the Trust at the addresses provided above or any subsequent change of address that has been provided, unless a party is represented by counsel, in which case service shall be upon counsel.

ARTICLE XVII

FORUM FOR DISPUTES AND APPLICABLE LAW

Section A. Dispute Resolution and Court of Competent Jurisdiction

If a dispute arises over the terms or administration (including investments) of the Trust, the Grantor, Trustee, Administrator, and Beneficiary shall first try to resolve the dispute informally among them before litigating the matter. If the dispute cannot be resolved informally, the Grantor, Trustee, Administrator, or Beneficiary may have the dispute resolved by any state court (which shall not include Tribal courts) or federal court of competent jurisdiction. However, such state court or federal court shall not have the right to alter, amend, or change the terms or conditions of the Trust. Any fees (including attorney's fees or guardian/conservator fees), expenses, or costs incurred by the Grantor or the Beneficiary in resolving any dispute arising under the Trust shall not be a proper charge against the Trust Estate; however, the court may order payment of costs, fees, and expenses to the extent otherwise authorized by law.

Section B. Applicable Law

The Trust is a federal contract and is to be construed according to federal law. To the

extent not contrary to the terms and conditions of the Trust, the duties of the Administrator shall be construed according to the laws of the state in which the Administrator is domiciled and the duties and powers of the Trustee shall be construed according to the laws of the state in which the Trustee is domiciled. However, notwithstanding any state or federal law to the contrary, no court shall have the right to alter, amend, or change the terms or conditions of the Trust.

**ARTICLE XVIII
REVOCATION OR AMENDMENT**

The Trust is irrevocable and the terms shall not be amended, modified, altered, or changed in any respect.

**ARTICLE XIX
TERMINATION OF THE TRUST**

Section A. Terminating Event

For purposes of the Trust, the “terminating event” shall be defined as either (1) the death of the Beneficiary or (2) the Trust Estate becomes Zero Dollars (\$0.00) and there is neither income nor annuity payments due in the future, whichever occurs first. Upon the occurrence of either terminating event, the Trust shall be deemed terminated.

Section B. Payments Authorized After Terminating Event

Upon the death of the Beneficiary, the Trustee shall pay any allowable benefits authorized by the Administrator to the extent there are sufficient funds in the Trust Estate, provided that the goods or services for which payment is requested were incurred before the date of the Beneficiary's death and provided further that the request for payment was properly submitted to the Administrator for review within ninety days of the date of the death of the Beneficiary. The Administrator shall not authorize and the Trustee shall not pay any expense that was not properly submitted to the Administrator within ninety days of the date of the death of the Beneficiary. In the event any allowable benefit is payable on a monthly basis, the Trustee shall pay only the pro rata share for the month of the Beneficiary's death. The Trustee shall also pay any expenses of management and administration, including the fees of the Trustee and Administrator. In the event there are insufficient funds to pay both the expenses of management and administration and allowable benefits, the Trustee shall first pay the expenses of management and administration. The Administrator shall not authorize and the Trustee shall not pay for burial or funeral expenses.

Section C. Distribution of the Trust Estate

After the Trustee has paid all allowable benefits incurred before the date of the Beneficiary's death and properly submitted to the Administrator within ninety days of the date of death of the Beneficiary, along with all taxes, assessments, expenses, and charges incident to the management and administration of the Trust and the Trust Estate, the Trustee shall expeditiously liquidate and distribute the remaining Trust Estate, including any current and accumulated income, to the Grantor by check made payable to the Health Resources and Services Administration, Department of Health and Human Services, and delivered to the Grantor at the address on record with the Trustee, along with a final statement of account. Upon making this final distribution and accounting to the Grantor, the Trust shall be deemed terminated and the Trustee shall immediately close the account.

**ARTICLE XX
SIGNATURES**

It is contemplated that the Trust may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this _____ day of _____, **XXXX**.

GRANTOR: UNITED STATES OF AMERICA

By: _____
Attorney
Assistant United States Attorney
District of ABCD
Attorney for United States of America

Executed this _____ day of _____, **XXXX**.

TRUSTEE: **BANK**

By: _____
CCC CCCC
Senior Trust Advisor
Bank

Executed this ____ day of _____, **XXXX**.

ADMINISTRATOR: **DEF FUND ADVISORS, INC.**

By: _____
[name and title]

Executed this ____ day of _____, **XXXX**.

BENEFICIARY: **XXXX**

DOB: **XXXX**

By: _____
Mom, *parent and guardian*

By: _____
Dad, *parent and guardian*

Executed this ____ day of _____, **XXXX**.

PARENTS OF BENEFICIARY:

Mom

Dad

Executed this _____ day of _____, **XXXX**.

APPROVED BY ATTORNEY FOR BENEFICIARY AND PARENTS OF BENEFICIARY:

Lawyer
Attorney for the Beneficiary and
the Parents of the Beneficiary