

D/4000000024

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

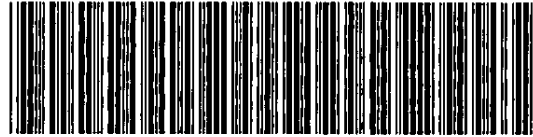
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400261317284

08/15/14--01020--021 **358.75

FILED
14 AUG 15 AM 11:37
FBI - ALLENTOWN

K 08/20/14

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Pradaxa Qualified Settlement Fund

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust

\$350.00

OPTIONAL:

Certified Copy

\$ 8.75

FROM: J. Cullen Byrne, Esq.

Name (Printed or typed)

3060 Peachtree Road NW, Suite 225

Address

Atlanta, GA 30305

City, State & Zip

(678) 287-3392

Daytime Telephone number

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

Pradaxa Qualified Settlement Fund

A Florida TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of Pradaxa Qualified Settlement Fund, a

(Name of Trust)

Florida Trust hereby affirms in order to file or qualify

(State)

Pradaxa Qualified Settlement Fund, in the State of Florida.

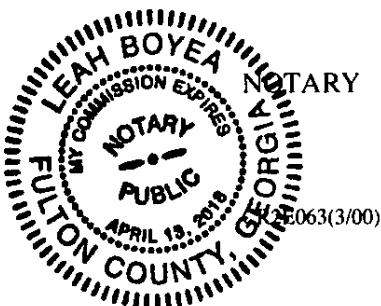
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 5613 DTC Parkway, Suite 600,
Greenwood Village, Colorado 80111, ATTN: Ginger Susman
3. The registered agent and street address in the State of Florida is:
Christopher E. Diamantis
3500 Financial Plaza, Suite 400, Tallahassee, FL 32312
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

Christopher E Diamantis

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.



Ginger Susman
Name: Ginger Susman
Chairman of the Board of Trustees

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

14 AUG 15 AM 11:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") establishes the Pradaxa Qualified Settlement Fund (the "Trust") for the benefit of certain Plaintiffs as designated in the "Order Establishing Qualified Settlement Fund for Pradaxa Resolution Program and to Appoint QSF Administrator" as ordered by the United States District Court for the Southern District of Illinois (Docket No. 3:12-MD-0235-DRH-SCW; MDL No. 2385) dated August 13, 2014 (the "Order"), Providio MediSolutions, LLC ("Providio") shall serve hereunder as Fund Administrator and Trustee of the Trust created hereby, all of whose duties, obligations and authorities shall be as set forth below.

WITNESSETH:

WHEREAS, the funds in this Trust are for the benefit of the Plaintiff Beneficiaries (the "Beneficiaries") as defined in the Order and shall not be deemed available to the Beneficiaries except as provided herein.

WHEREAS, this Trust is irrevocable.

WHEREAS, this Trust is for the sole benefit of the Beneficiaries.

WHEREAS, the Doctrine of Worthier Title and the Rule in Shelley's Case shall not be used to construe the terms and provisions of this Trust.

NOW, THEREFORE, the Trustee agrees to hold all of the property conveyed to the Trustee in accordance with the terms of this Agreement and to manage, invest and reinvest said property in trust for the following uses and purposes.

ARTICLE I

Name of Trust

This Trust shall be known as the Pradaxa Qualified Settlement Fund hereinafter referred to as the "Trust", and is for the sole benefit of the Beneficiaries during the existence of the Qualified Settlement Fund as established by the Order.

ARTICLE II

Funding of Trust

By order of the District Court for the Southern District of Illinois, the proceeds from the Fund shall be paid directly to the Trustee, to be held herein by the Trust on behalf of the Beneficiaries, together with such moneys, donations and or other types of properties that any other person or persons may hereafter convey to the Trustee to be held under the terms of this Agreement. Additions may be made to the Trust from any source and at any time. The Trust estate may include property other than cash, including, but not limited to, securities, real estate and personal property.

FILED
14 AUG 15 AM 11:37
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
SPRINGFIELD, ILLINOIS

ARTICLE III

Purpose

The purpose of this Trust is to administer the funds paid to the Fund to allow for disbursements from the Fund, to establish structured settlements, and to allow the parties to reach settlement and release agreements.

All payments from this Trust which are made for the benefit of the Beneficiaries are to be direct payments to the Beneficiaries or to a person or persons who supply either goods or services to the Beneficiaries such as the attorneys and providers of litigation services.

The Beneficiaries shall have no interest in either the principal or income of this Trust unless and until such income or principal is actually distributed to said Beneficiaries. While this Trust is in existence, its assets shall in no way be assignable or alienable by the Beneficiaries through any process whatsoever and shall not be subject to garnishment, attachment, levy, or any other legal process of any court from any creditor of the Beneficiaries, nor shall they be an asset in any future bankruptcy of the Beneficiaries.

ARTICLE IV

Disposition of Income and Principal

During the term of this Trust, and notwithstanding anything herein to the contrary, the Trustee is authorized to distribute from time to time, so much of the net income and principal of the Trust, as the Trustee, in the Trustee's sole discretion, shall deem necessary or desirable in order to provide for the Beneficiaries. Any income of the Trust not so distributed shall be added annually to the principal of the Trust. It is not necessary for the Trustee to obtain prior court approval to make any distribution.

ARTICLE V

Distributions After Death of any Beneficiary

Upon the death of an individual beneficiary, the Trustee shall distribute the remaining Trust assets to such persons, in such amounts, and upon such terms, trusts and conditions as the individual beneficiary shall appoint under the terms of his or her Last Will and Testament, Revocable Trust, or other estate planning documents, making specific reference to this power. In the event the individual beneficiary has not executed estate planning documents as mentioned in the preceding sentence, then the remaining Trust assets shall be distributed pursuant to the laws of intestacy. The distribution of Trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for in testate estates of the State of Florida.

ARTICLE VI

Trustee's Powers

In the administration of the Trust created hereunder, the Trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily for and in the interests of the Beneficiaries:

(a) To hold and continue to hold as an investment, the property received hereunder and any additional property which may be received by it, so long as it deems proper.

(b) To engage in activities and to invest in assets which promise to yield a return and result in appreciation but protection of principal.

(c) To rent or lease any property of the Trust for such time and upon such terms and for such price or prices as in its discretion and judgment may seem just and proper and for the best interests of the Trust and the Beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of the Trust.

(d) To sell and convey any of the property (including any stocks or bonds) of the Trust or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in its discretion and judgment may be deemed for the best interests of the Trust and the Beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

(e) To deduct, retain, expend and payout of any money belonging to the Trust any and all necessary and proper expenses in connection therewith and the conduct of same, and to pay all taxes, insurance premiums and other legal assessments, debts, claims or charges which at any time may be due and owing, by, or which may exist against the Trust.

(f) To vote upon all securities belonging to the Trust, and to become a party to any stockholder's agreements deemed advisable by it in connection with such securities.

(g) To consent to the reorganization, consolidation, merger liquidation, readjustment of or other change in any corporation, company, or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property which may at the time be held by it hereunder and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trust, and the making of agreements or subscriptions which it may deem necessary or advisable in connection therewith, all without applying to any court, or to otherwise dispose of any securities or any other property which it may so acquire.

(h) To compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; to enforce any bonds, mortgages, or other obligations or liens held hereunder; and to enter upon such contracts and agreements to make such compromises or inheritances of debts, claims or controversies as it may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, banking fees, investment counsel fees and the like.

(j) To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the powers and duties herein authorized.

(k) To lend money to any person or persons upon such terms and in such ways and with such security as it may deem advisable for the best interests of the trusts and the beneficiaries hereunder. To engage in business with the property of the Trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenants in the partnership.

(l) To make any division or distribution required under the terms of this Agreement in kind or in money, or partly in kind and partly in money.

(m) To cause the securities held by it to be registered in the name of a nominee or in the form of street certificates, or in any other form, even though the same may fail to disclose the fact that the same is held in trust, or the terms upon which such property is held.

(n) The Trustee may freely act under all or any of the powers in this Agreement given to it in all matters concerning the Trust herein created, after forming its judgment based upon all circumstances of any particular situation as to the wisest and best course to pursue in the interests of the Trust and the Beneficiaries hereunder, without the necessity of obtaining the consent or permission of any persons interested therein, or the consent or approval of any court, and notwithstanding that it may also be acting individually, or as Trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or maybe interested in connection with the same matters as a stockholder, director, or otherwise; provided, however, that it shall exercise such powers at all times in a fiduciary capacity primarily in the interests of the Beneficiaries hereunder.

(o) To merge one or more trusts into a single trust when in the opinion of the Trustee the merger would be in the best interests of the Beneficiaries of the trusts; provided, however, that each trust to be merged must be identical with respect to Beneficiaries, the Trustee then serving, trustee powers, trustee discretion over distribution and/or accumulation of trust income and principal, duration of the existence of the trust, and such other matters as might reasonably be required in order to effect such a merger of the trusts.

(p) To make any and all elections and to exercise any and all options given to it by the Internal Revenue Code as the same may be amended from time to time and any regulations thereunder.

(q) To acquire and retain any property, real or personal, productive or unproductive, of whatsoever nature and wheresoever situated, regardless of whether the particular property be of a kind and quality which would ordinarily be purchased for trust accounts, and regardless of whether such property should constitute a larger portion of the Trust estate than would customarily be deemed advisable or prudent.

(r) To purchase and maintain or improve a home or part of a home where the Beneficiary may reside, including any portion of a residence which may be owned by a relative of the Beneficiary.

(s) To employ and enter into contracts with attorneys, investment counsel, and/or other persons providing care and personal services.

(t) To establish and fund additional trusts, including, but not to be limited to, trusts for the purpose of owning real property and automobiles; provided that said trusts are to be administered pursuant to 42 U.S.C. § 1396 p(d)(4)(A).

The powers herein granted to the Trustee may be exercised in whole or in part from time to time and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to the law, and shall include all powers necessary to carry the same into effect.

ARTICLE VII

Principal and Income

The Trustee shall have the power to determine the allocation of receipts and expenses between income and principal, provided such allocation is not inconsistent with the beneficial enjoyment of Trust property accorded to a life tenant or remainderman under the general principles of the laws of trusts, and provided that all rights to subscribe to new or additional stocks or securities and all liquidating dividends shall be deemed to be principal.

ARTICLE VIII

Accounting By Trustee

The Trustee shall maintain accurate accounts and records. Unless waived in writing by the Beneficiaries, the Trustee shall render annual accountings to all current income or principal Beneficiaries, whether discretionary or mandatory and all reasonably ascertainable remainder Beneficiaries who would take if all income interests terminated immediately showing receipts, disbursements and distributions of principal and income. The Trustee shall deliver annual accountings to the counsel of the Beneficiaries described herein on behalf of such Beneficiaries within ninety (90) days after the end of each calendar year. Each such counsel of each Beneficiary shall then be required to deliver to the Trustee, no later than thirty (30) days after such counsel's receipt of the annual accounting or the final accounting, any objections to the accounting, and such counsel shall also forward a copy of such objections to the Trustee's attorney. Any objections must be in writing, must state with particularity the item or items to which the objections are directed, and must state the grounds on which the objections are based. If a counsel files any objections to an accounting on behalf of a Beneficiary, and if the counsel does not file a complaint with the Court that issued the Order for the QSF to be formed and schedule the complaint for hearing within ninety (90) days after the filing of the objections with the Trustee, then the objections shall be deemed abandoned; moreover, in the case of a final accounting, the Trustee may distribute the assets of the trust according to the proposed plan set forth in the final accounting. Upon scheduling any such complaint for hearing, such counsel shall provide proper notice of such hearing to all interested persons and parties.

ARTICLE IX

Provisions Regarding Trustee

(a) Except as provided under (f) of this Article IX, if Providio shall resign, or cease to act as Trustee hereunder for any reason whatsoever, then, in that event, the District Court for the Southern District of Illinois shall appoint a successor Trustee. The District Court may obtain the Beneficiaries' suggestions for successor Trustees, but shall not be bound by such suggestions. The District Court may appoint an individual Trustee or a Corporate Trustee when designating a successor Trustee.

(b) A Trustee may resign at anytime by giving thirty (30) days prior written notice to that effect to all Beneficiaries or their representatives entitled to income hereunder. In the event that a successor Trustee is not appointed hereinabove, the resigning Trustee hereunder shall have the right to appoint its successor Trustee within said thirty (30) day period. In the event the resigning Trustee shall fail to appoint a successor Trustee, then in that event, the resigning Trustee hereunder shall have the right to petition a court of competent jurisdiction to appoint a successor Trustee. The resigning Trustee shall continue to serve as Trustee until such time as she has appointed a successor Trustee or a court of competent jurisdiction has appointed a successor Trustee.

Promptly after receiving notice of the appointment of a successor Trustee, the resigning Trustee shall render its final accounting and shall transfer and deliver to such successor Trustee, all trust assets then held by it, whereupon it shall have full and complete a quittance for all assets so delivered and shall have no further duties hereunder. Every successor Trustee appointed hereunder shall possess and exercise all powers and authority herein conferred upon the original Trustee.

Any Trustee serving hereunder may be removed at anytime by the Beneficiaries then collectively receiving a majority of the income of any trust created hereunder. Said Beneficiaries shall give the individual Trustee thirty (30) days prior written notice of their intention to remove said individual Trustee. In the event that the Grantor has not named a successor Trustee, within the said thirty (30) day period the Beneficiaries then collectively receiving a majority of the income of any trust created hereunder shall petition a court of competent jurisdiction to appoint a successor individual Trustee. In the event the Beneficiaries shall fail to petition a court of competent jurisdiction to appoint a successor individual Trustee, then in that event, the then serving individual Trustee shall continue to serve as Trustee until a court of competent jurisdiction has appointed a successor individual Trustee.

(c) A successor Trustee hereunder shall have no responsibility or accountability for the acts of a predecessor Trustee; the successor's responsibility and accountability shall be limited to those assets or properties, record title to which is in the name of the predecessor Trustee and shall commence on the date when the successor Trustee assumes custody of those assets.

(d) Any Trustee hereunder shall be liable only for his own willful breach of trust or gross negligence in the exercise of her, his or its duties and not for any honest error in judgment.

(e) If for any reason the Trustee is unwilling or unable to act as Trustee as to any property which shall be subject to administration in another state, such person or qualified corporation as the Beneficiaries then receiving a majority of the income from the trust established herein shall from time to time designate in writing, shall act as Trustee as to such property. Each Trustee so acting shall exercise the powers granted by this Agreement only upon the direction of the other Trustee or Trustees, then serving hereunder. Any person or corporation so acting as Trustee pursuant to the provisions of this section (e) may resign at any time by giving written notice to the other Trustee or Trustees then acting hereunder. The net income and proceeds from the sale of any part or all of the property in any other state shall be remitted to the other Trustee or Trustees acting hereunder to be administered under this Agreement.

(f) Notwithstanding anything herein to the contrary, Providio shall have the right to modify, or amend this Article IX of this Agreement concerning the succession and appointment of Trustees. This power to amend this Article IX includes the authority to replace a Trustee, even if said Trustee is currently serving in the capacity as Trustee of this Agreement. Under no condition shall any of the Beneficiaries be permitted to serve as Trustee of this Agreement.

ARTICLE X

Compensation of Trustee

(a) Any individual serving as Trustee of any trust created pursuant to this Agreement shall be entitled to receive reasonable compensation for her or his services as such but may, at his or her election in writing, waive such compensation.

(b) For its services hereunder, any Corporate Trustee shall be entitled to receive reasonable compensation in accordance with its rate schedule in effect from time to time and applicable to the handling of an express inter vivos trust but may, at its election in writing, waive such compensation.

ARTICLE XI

Additional Property

Any person, other than the Beneficiary, shall have the right at any time and from time to time to add life insurance policies and other property to the trusts hereby created, by transferring, assigning, selling, conveying, devising or bequeathing any such insurance and property to the Trustee, to be held by it under this Agreement; and, if so added, the proceeds of such policies and such property shall be governed by the provisions hereof, the same as if originally included hereunder.

ARTICLE XII

Situs

The initial situs of the Trust shall be Florida. The situs may be changed at any time to any jurisdiction (within or without of the United States), as the Trustee may determine in the Trustee's sole discretion. The Trustee shall not be required to seek court approval to make the change in the Trust situs, or to qualify or account to any court of any jurisdiction in exercising this power.

ARTICLE XIII

Spendthrift Provision

The interest of any beneficiary under the Trust, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by said beneficiary and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of said beneficiary's creditors, spouse, or others.

ARTICLE XIV

Tax Provisions

The Trustee hereunder shall pay any income tax liability of the Beneficiaries which results from income received by the Trust but properly reported on the income tax return of the Beneficiaries. The funds used to pay any such income tax liability shall be paid directly to the appropriate tax authority and shall not be available to the Beneficiaries. The Beneficiaries shall not have any right to or interest in any such funds paid by the Trustee. Any such funds are not a resource of the Beneficiaries.

In the event of a tax refund, any amount refunded shall be paid directly to the Trustee to the extent such refund is attributable to amounts previously paid by the Trustee. For purposes of determining whether an amount is attributable to such prior payments any refund (including interest thereon) shall be attributed to amounts previously paid by the Trustee to the extent the Trustee made any tax payment for the relevant tax year which has not been previously refunded. For purposes of determining whether an amount previously paid has been previously refunded any interest included as part of a refund shall not be used to offset a previous payment by the Trustee.

The Beneficiaries shall execute any letters, powers of attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee.

In the event that any tax refund which is attributable in whole or part to a prior payment by the Trustee is paid directly to the Beneficiaries or other representative, the recipient of such refund or part thereof shall have no interest in or right to such refund or part thereof and shall hold the amount which is attributable to a prior payment by the Trustee as an agent of and for the Trustee, and shall immediately turn over such amount to the Trustee.

Notwithstanding anything herein to the contrary, the Beneficiaries shall have the power to reacquire the Trust corpus by substituting other property of an equivalent value.

ARTICLE XV

Miscellaneous

Throughout this Agreement, except where the context otherwise requires, the masculine gender shall be deemed to include the feminine and vice versa, the neuter gender shall be deemed to include the masculine and/or feminine gender where appropriate, and the singular shall be deemed to include the plural and vice versa.

ARTICLE XVI

Bond

Any person, or persons, appointed to act as Trustee, or successor Trustee, under this Trust Agreement, except Providio, or any Corporate Trustee authorized to engage in the trust business, before entering into his duties, as Trustee, shall execute a bond payable to the Trust estate with an authorized surety company as surety, to secure the faithful performance of Trustee's duties. The bond shall be in an amount not less than the value of the Trust estate and the probable value of one year's annual income. The cost of the bond shall be borne by the Trust, chargeable either to principal or income as Trustee, in its discretion shall determine. The bond shall be renewed annually. Providio shall be the only Trustee under this Trust not required to execute a bond to secure the faithful performance of its duties as Trustee.

ARTICLE XVII

Irrevocability

This Trust and any additional trusts hereby created shall be irrevocable. All of the parties hereto expressly waive all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source, to alter, amend, revoke or terminate the Trust or any of the terms of this Agreement in whole or in part.

Notwithstanding the irrevocability of this Trust Agreement, this Agreement may be amended from time to time to affect its purposes and intent. The Trustee may also, but is not required to, amend this Agreement, so that it conforms with any statutes, rules or regulations that are approved by any governing body or agency relating to 42 U.S.C. §1396p(d)(4) or related statutes including state statutes and regulations that are consistent with the provisions and purposes of the Omnibus Budget Reconciliation Act of 1993, amending 42 U.S.C. §1396p(d)(4).

ARTICLE XVIII

Termination

This Trust shall terminate on the earlier of the date (1) it no longer satisfies the establishment requirement or (2) it no longer has assets and will not receive any more transfers.

The foregoing Trust Agreement for the Pradaxa Settlement Fund is hereby approved and established effective as of the 13th day of August, 2014, as further evidenced by Order of the Court attached hereto.

IN WITNESS WHEREOF, and pursuant to the Court's approval and establishment of this Agreement, the Trustee has affixed its signatures below in acknowledgment of its agreement to abide by the terms and conditions hereof effective the 13th day of August, 2014.

Providio MediSolutions, LLC

By: _____
Name: Ginger Susman, Esq.
Its: President

FILED
14 AUG 15 AM 11:37
CLERK OF COURT
HALLANDALE BEACH, FL 33009

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS**

**IN RE: PRADAXA (DABIGATRAN
ETEXILATE) PRODUCTS LIABILITY
LITIGATION**

)
) **3:12-MD-02385-DRH-SCW**

)
) **MDL No. 2385**

This Document Relates to:

ALL CASES

CASE MANAGEMENT ORDER NUMBER 82

**ORDER ESTABLISHING QUALIFIED SETTLEMENT FUND FOR
PRADAXA RESOLUTION PROGRAM AND
APPOINTING QSF ADMINISTRATOR**

Upon the Motion of MDL Co-lead Counsel to Establish Qualified Settlement Fund, and for good cause shown, the Court hereby enters the following orders with respect to establishing the Qualified Settlement Fund Administrator and related matters:

1. The Pradaxa Qualified Settlement Fund (the "Fund") is established as a Qualified Settlement Fund ("QSF") within the meaning of Treas. Reg. § 1.468B-1 and pursuant to the jurisdiction conferred on this Court by Treas. Reg. § 1.468B-1(c)(1).
2. Providio MediSolutions LLC ("Providio"), is hereby appointed as Administrator of the Qualified Settlement Fund (the "QSF Administrator") pursuant to the terms, conditions, and restrictions of the Master Settlement Agreement ("MSA"), and the Motion Establishing Qualified Settlement Fund

FILED
14 AUG 15 AM 11:37
CLERK OF COURT
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

("Motion"), and is hereby granted the authority to conduct any and all activities necessary to administer this QSF as described in the Motion.

3. Providio as the QSF Administrator is authorized to (a) invest the Fund as set forth within the motion, (b) make distributions from the Fund consistent with the MSA and the Motion and (c) to distribute common benefit attorney fees and litigation expenses upon further order of this Court.

4. Providio as the QSF Administrator is authorized to segregate the Fund into sub-accounts as described in ¶6.2 of the Master Settlement Agreement as follows:

- a. \$561,000,000.00 of the Settlement Funds to be segregated into a sub-account for "Phase One Payments," pursuant to ¶6.2(a) of the MSA.
- b. \$50,000,000.00 of the Settlement Funds to be segregated into a sub-account for "Phase Two Supplemental Payments," pursuant to ¶6.2(b) of the MSA.
- c. \$26,000,000.00, or four percent (4%) of the Settlement Funds to be segregated into a sub-account for common benefit attorneys' fees, pursuant to ¶6.2(c) of the MSA and in accordance with Case Management Order No. 16 (Doc 61) entered by Chief Judge David R. Herndon on November 13,

2012, and not to be distributed until further order of this MDL Court;

- d. \$13,000,000.00, or two percent (2%) of the Settlement Funds to be segregated into a sub-account for common benefit costs, pursuant to ¶6.2(d) of the MSA in accordance with Case Management Order No. 16 (Doc 61) entered by Chief Judge David R. Herndon on November 13, 2012, and not to be distributed until further order of this MDL Court.

5. The Fund shall be held at Deutsche Bank ("the Bank"), a financial institution doing business in New York, New York, according to the terms, conditions and restrictions of this Order.

6. No bond is required for the QSF Administrator, provided that all monies are received from the Defendants pursuant to the Master Settlement Agreement dated May 28, 2014, which include all principal and interest earned thereon, shall be deposited by the QSF Administrator in an investment agency account held in custody at the Bank, for the benefit of and titled in the legal name of the QSF and invested in instruments/securities comprised of: (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and/or collateralized money market accounts; (c) deposit and similar interest-bearing, or non-

interest bearing accounts subject to Federal Depository Insurance Corporation protections as available; and/or (d) Investment Grade Corporate Bonds (investments are restricted to senior debt only and a minimum credit rating of AA- by S&P or Aa3 by Moody's).

7. The Bank shall be responsible for any and all investment related decisions, following the instructions of the QSF Administrator and/or its investment advisor pursuant to these terms and conditions, such that the following investment policy is implemented: (1) safety of principal; (2) zero direct Bank balance exposure; and/or (3) the use of zero sweep disbursement accounts to ensure funds, within one business day after deposit with Bank, remain in custodial or fully insured accounts to avoid an impermissible risk of loss should the financial institution holding the funds fail. Notwithstanding the foregoing, the Bank shall not be allowed to distribute any income or principal from the QSF except upon instructions of the QSF Administrator, or, if requested, upon the order of this Court. The QSF Administrator retains the right to remove the Bank, and may designate a replacement bank, upon further order of this Court. In the event of such replacement, the terms and conditions of this Order, including, without limitation, those addressing bond requirements, investments, and distributions from the QSF, shall apply to any such replacement bank.

8. The QSF Administrator shall not be liable for any losses as a result of investing the Fund as directed by the Court, as set forth in the Motion. Any such losses shall also not be recoverable from the Defendants or any settling Claimants and/or their counsel, none of whom shall have any responsibility for the QSF Administrator's and the Bank's performance. Receipt and/or investment of the Fund shall be confirmed to MDL Liaison Counsel, Mark Niemeyer, by the QSF Administrator as soon as practicable by account statement or other reasonable method not to exceed 15 days from receipt of the settlement monies by the Bank, and monthly statements thereafter shall also be provided to Liaison Counsel.

9. The QSF Administrator is authorized to effect qualified assignments of any resulting structured settlement liability or similar vehicle within the meaning of Section 130(c) of the Internal Revenue Code to the qualified assignee and to distribute all settlement sums pursuant to the Motion filed with this Court and the Master Settlement Agreement.

10. Provide as the QSF Administrator is authorized upon final distribution of all monies paid into the Fund, to take appropriate steps to wind down the Fund and thereafter discharging the Fund Administrator from any further responsibility with respect to the Fund.

IT IS SO ORDERED this 13th day of August, 2014

 Digitally signed by
David R. Herndon
Date: 2014.08.13
10:40:08 -05'00'

Chief Judge
United States District Court

FILED
14 AUG 15 AM 11:37
FEDERAL COURT
DISTRICT OF COLUMBIA