

AGREEMENT OF REPAYMENT, ASSIGNMENT
AND SUBROGATION

This Agreement is made this _____ day of _____, 20____, by
_____.

WHEREAS, the undersigned, or _____ a dependent child of the undersigned, sustained a loss or injury on or about _____, for which a third Party may be liable, and

WHEREAS, the Board of Trustees of the M.M.&P. Health and Benefit Plan (hereinafter the "Plan") have adopted a subrogation provision relating to benefits payable under the Plan, a copy of which is attached hereto, and which I have read, and agree to abide by, and to which I have affixed my signature;

NOW, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, I do hereby agree to repay the Plan any and all payments made by it relating to the above mentioned loss or injury sustained on or about _____ out of any and all recovered monies by me or my dependent from any third party or his insurer, whether it be by suit, settlement, judgment or otherwise and whether the recovery be designated as medical expenses or otherwise.

I further represent that no recovery has yet been made arising out of the loss or injury described above, and that no release has been given to anyone who or any entity which might be responsible for such loss or injury. I further agree that no settlement will be made nor release given without prior notification to the Plan.

I do further agree to furnish any and all information requested of me by the Plan in connection with any proceedings involving this loss or injury.

I do hereby transfer and assign to the Plan all my right, title and interest in and to all monies that may be recovered as a result of any and all claims or suits arising out of the loss or injury described above to the extent of the payments made by the Plan relating to such loss or injury and agree to and authorize that such amount be deducted from any and all recoveries that may be received by my or my dependent's attorney or representative and paid over directly to the Plan.

I do further authorize and agree that the Plan may forthwith or at any time notify my or my dependent's attorney of this Agreement of Repayment, Assignment and Subrogation, and furnish to him/her a copy thereof. The attorney's name and address is:

In the event of any change of attorney, I agree to forthwith notify the Plan of the name and address of the new attorney.

In witness whereof, I have hereunto set my hand and seal this _____ day of _____, 20____.

*Employee/Spouse Signature

*This must be signed by the person who had the accident. Either parent can sign on behalf of a dependent child.

STATE OF _____)
COUNTY OF _____) SS.

On the _____ day of _____, 20____, before me personally appeared _____, known to me to be the individual described in the aforesaid Agreement of Repayment, Assignment and Subrogation and who executed the same in my presence.

NOTARY PUBLIC

M.M.&P. HEALTH AND BENEFIT PLAN RULES AND REGULATIONS

ARTICLE VI

SUBROGATION

In the event of any payment under this Plan, the Plan shall, to the extent of such payment, be subrogated to all the rights of recovery of the Covered Individual arising out of any claim or cause of action which has accrued or may accrue because of alleged negligence or any other claim against a third party for the injuries or conditions which resulted in the payments. This includes, but is not limited to, the right of the Plan to sue such third party directly in the place and stead of the Covered Individual, or the personal representative of same. Any such Covered Individual, by filing for benefits, and the personal representative of same, (1) agrees to reimburse the Plan for any and all benefits so paid hereunder, out of any and all monies recovered from such third party as the result of suit, judgment, settlement or otherwise; and whether the recovery be designated as medical expenses or otherwise; (2) agrees that no settlement will be made nor release given without prior notification to the Plan; (3) agrees to transfer and assign to the Plan all rights, title and interest in and to any and all monies that may be recovered as a result of any claim or suit arising out of the loss or injury to the extent of any and all payments made by the Plan relating to such loss or injury and agrees to authorize that such amount be deducted from any and all recoveries that may be received by the Covered Individual's attorney or representative and be paid over directly to the Plan; and (4) agrees to take such action, to furnish such information and assistance, and to execute and deliver all necessary instruments as the Plan may require to facilitate the enforcement of its rights. In addition, failure to provide necessary information or to reimburse the Plan within four weeks after recovery of any sum shall disqualify the Covered Individual from receiving any future benefits under the Plan.

*EMPLOYEE/SPOUSE SIGNATURE

DATE

*This must be signed by the person who had the accident. Either parent/guardian can sign on behalf of a dependent child.