

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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In Re: Fresenius Granuflo/Naturalyte Dialysate : MDL No. 2428  
Products Liability Litigation :  
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APPLIES TO ALL CASES :  
X

**[PROPOSED] ORDER ESTABLISHING QUALIFIED SETTLEMENT FUND  
FOR GRANUFLO SETTLEMENT AND RESOLUTION PROGRAM AND TO  
APPOINT QSF ADMINISTRATOR**

Upon the Agreed Motion Establish Qualified Settlement Fund for Granuflo/NaturaLyte Settlement and Resolution Program and to Appoint QSF Administrator (the "Motion"), and for good cause shown, the Court hereby enters the following terms with respect to establishing a Qualified Settlement Fund, appointing a QSF Administrator and other related matters:

1. The Granuflo Settlement Fund (the "Fund") is established as a Qualified Settlement Fund 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") and "Trustee" pursuant to the terms, conditions, and restrictions (including, without limitation, the indemnifications) of the Motion, and is hereby granted the authority to conduct any and all activities necessary to administer the Fund as described in the Motion filed with this Court.

3. Providio, as the QSF Administrator, is authorized to segregate settlement funds into one or more sub accounts if it deems necessary, distribute all Settlement Funds, and invest the Settlement Funds as set forth within the accompanying Motion.
4. Providio, as the QSF Administrator, is authorized to make distributions of the Fund consistent with the MSA and the Motion.
5. The Fund shall be held at Esquire Bank (“the Bank”), a financial institution with headquarters in Garden City, New York according to the terms, conditions and restrictions of this Order and the accompanying Motion.
6. No bond is required for the QSF Administrator, provided that all monies received by the Fund pursuant to the MSA, which include all principal and interest earned thereon (the “Settlement Funds”), shall be deposited in an investment agency account held in custody at the Bank, for the benefit of and titled in the legal name of the Fund 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; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts subject to Federal Depository Insurance Corporation protections as available.
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 bank balance exposure; and/or (3) the use of zero sweep disbursement accounts. Notwithstanding the foregoing, the Bank shall not be allowed to distribute any income or principal from the Fund except upon instructions of the QSF Administrator, or, if requested, upon the order of this Court upon the motion of Counsel or the QSF Administrator. The QSF Administrator retains the right to remove the Bank, and may designate a replacement bank, upon the written consent of Counsel. In the event of such replacement, the terms and conditions of this Order and the accompanying Motion, including, without limitation, those addressing bond requirements, investments, and distributions from the Fund, shall apply to any such replacement bank.

8. The QSF Administrator shall not be liable for any losses as a result of investing the Settlement Funds as directed by the Court. Any such losses shall not be recoverable from Counsel, the PNC the Defendant 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 Settlement Funds shall be confirmed to Counsel 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 Funds by the Bank.
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 take

all actions as provided in the Motion filed with this Court by Counsel, following the terms (if any) of the MSA.

10. Upon final distribution of all monies paid into the Fund, the QSF Administrator shall take appropriate steps to wind down the Fund and thereafter shall be discharged from any further responsibility with respect to the Fund.

**IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2016

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The Honorable Douglas P. Woodlock