

Virginia Birth-Related Neurological Injury Compensation Program Wage Benefit Agreement

The Virginia Birth-Related Neurological Injury Compensation Program (the “Program”), advises that Virginia Code § 38.2-5009(A)(2) provides a loss of earnings benefit (the “wage benefit payments”) for participants in the Program when they reach 18 years of age. Said wage benefit payments are to be paid in regular installments beginning on the participant’s 18th birthday until the participant’s 65th birthday in the amount of 50% of the average weekly wage in the Commonwealth of Virginia of workers in the private, non-farm sector, as determined annually by the Virginia Employment Commission. The provisions of Virginia Code § 65.2-531 apply to benefits awarded as wage benefit payments.

I, _____ (name of Parent or Guardian), the undersigned parent or guardian and legal representative (the “Parent”) of _____, (the “Participant”) an incapacitated person and participant in the Program, do hereby attest and affirm that Participant was born on _____ (date of birth of Participant) and has now reached 18 years of age.

The Parent hereby further attests and affirms that he or she has chosen _____ (the “Conservator”) as trustee of the wage benefit payments for the benefit of Participant and that he or she has established a bank account (the “Account”), titled in the name of _____ (Conservator), in trust for Participant, under Participant’s Social Security number. Parent agrees to mail a voided

check from said account to the Program to verify this information. Parent agrees to mail to the Program a copy, certified by the Clerk of Court as true and accurate, of an Order of the Circuit Court, located where Participant resides, adjudicating Participant to be an incapacitated person and appointing a conservator to manage the Account and exercise control over all financial matters concerning Participant, for the benefit of Participant, prior to the Program's first installment payment of the wage benefit.

Parent and Conservator agree that the Account shall not be used for any purposes unrelated to depositing the wage benefit payments and to making disbursements therefrom for the benefit of Participant. Parent and Conservator agree that all funds in the Account are to be used for the benefit of Participant and are to cover expenses not otherwise reimbursed by the Program.

Parent and Conservator agree to seek independent legal advice regarding how to establish the Participant's incapacity and the conservatorship for managing the wage benefit. Parent and Conservator also agree to seek independent legal advice regarding how the wage benefit payments affect Social Security and other benefits and to seek independent tax advice regarding how the wage benefit payments affect their tax situation.

Parent and Conservator agree to file all income tax returns and pay all taxes related to the wage benefit payments and any interest accrued on them, as required by law.

The Program agrees to pay said wage benefit payments in monthly installments into the Account for the benefit of Participant. The Program also agrees to report said wage benefit payments on an annual basis to the Participant, the I.R.S., and the Virginia Department of Taxation on a Form 1099. The Program will not withhold any taxes for

the wage benefit payments.

Agreed to this ___ day of _____, 2006.

Parent

Conservator

Representative,
Virginia Birth-Related Neurological
Injury Compensation Program

COMMONWEALTH OF VIRGINIA:

COUNTY OF _____:

This ____ day of _____, 200__, appeared before me

_____, Parent, and _____, Conservator

and swore to the truth and accuracy of the representations made by each hereinabove.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF VIRGINIA:

COUNTY OF _____:

This ____ day of _____, 200____, appeared before me
_____, Director of the Virginia Birth-Related Neurological Injury
Compensation Program, and swore to the truth and accuracy of the representations made
by him hereinabove.

_____ Notary Public

My Commission Expires:
