

PARTICIPATION AGREEMENT  
for  
DENTISTS PROFESSIONAL LIABILITY TRUST OF COLORADO

THIS AGREEMENT, is entered by the undersigned "Participant" and The Dentists Professional Liability Benefit Plan, Inc., a Colorado corporation ("Trustee") as Trustee of The Dentists Professional Liability Trust dba Dentists Professional Liability Trust of Colorado ("Trust").

WHEREAS, the Participant, upon acceptance as a Participant in the Trust, is thereby entitled to purchase a professional liability policy upon such conditions as shall be determined from time to time by the Trustee.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, it is agreed as follows:

1. Participant acknowledges that he has received a copy of the Trust Agreement for Dentists Professional Liability Trust of Colorado (the "Trust Agreement") as revised (effective 4/13/99) and has reviewed its contents, including the provisions relating to termination of Participation. The Participant agrees to comply with all terms and conditions of the Trust Agreement, including any modifications thereof or supplements thereto, and any coverage agreement between the Trust and Participant, as well as any rules, regulations, eligibility requirements, and policies adopted by the Trustee from time to time; the provisions of all the foregoing, as amended from time to time are incorporated herein by this reference.

2. The Trustee agrees to provide Participant with professional liability coverage in such amounts and upon such conditions as Trustees shall prescribe from time to time, which coverage will be evidenced by a Coverage Agreement (Policy).

3. The Participant acknowledges that participation in the Trust and any professional liability coverage provided by the Trust are subject to termination as provided in the Trust Agreement, this Participation Agreement, or any professional liability Coverage Agreement provided by the Trustee.

4. Participant acknowledges that the purpose of participation in the Trust is to permit the Participant to purchase professional liability coverage, upon such terms and conditions as the Trustee shall establish. The Trust contributions paid by Participants for each policy year are intended to pay the cost of such professional liability coverage as may be issued by the Trust and to generate such reserves as the Trustee shall determine are advisable from time to time.

5. Participant agrees to pay all premiums when due for policies issued to him in accordance with rate schedules prepared by the Trustee from time to time.

6. Participant agrees to release to the Trustee all past and current information pertaining to underwriting, and claims by Participant's prior professional liability insurers, or their agents.

7. Participant agrees that termination or non-renewal of his participation in the Trust shall automatically terminate any coverage provided by the Trust to Participant; and that termination or non-renewal of any coverage provided by the Trust to Participant shall automatically terminate Participant's participation in the Trust. Upon termination or non-renewal of Participation in the Trust, any interest in the Trust assets to which Participant would otherwise be entitled will be forfeited; and the payment of such claims and other benefits as are provided in the Coverage Agreement or other agreement issued by the Trustee to Participant shall be the only continuing benefit to which Participant shall be entitled, the payment thereof to be subject to the provisions of such Coverage Agreement or other agreement.

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8. In the event of the termination, merger or consolidation of the Trust, the Trust Assets may be transferred or disposed of in such manner as shall be determined by the Trustee in accordance with the Trust Agreement, as amended from time to time, and in accordance with the provisions hereof; provided, however, that only those persons who, at the time of such termination, merger or consolidation, are Participants of the Trust shall be deemed to have any interest in the Trust Assets. Participant understands and agrees that his interest in the Trust Assets shall be contingent in nature, and shall be subject to forfeiture as provided in paragraph 7 above.

9. Participant recognizes that the Trust Agreement grants broad authority to the Trustee in operation and management of the Trust; and specifically grants broad authority for election and removal of the Trustee, and for reorganization or termination of the Trust to a voting majority of Participants. Participant agrees that in the event of any such merger, consolidation or reorganization of the Trust resulting in the creation of any successor entity, such a merger, consolidation, or reorganization shall not constitute a termination or any other event or change of circumstances which would require any distribution of assets of the Trust to Participants.

10. In the event of any conflict or inconsistency between the provisions of this Participation Agreement and those of the Trust Agreement, as amended from time to time, the provisions of the Trust Agreement, as amended, shall govern and control the rights and obligations of the parties hereunder.

IN WITNESS WHEREOF, the parties have affixed their signatures:

THE DENTISTS PROFESSIONAL  
LIABILITY BENEFIT PLAN, INC.

Trustee:



By : Nathan Reynolds, DDS  
Manager of Administration  
Berkley Risk Services of Colorado

PARTICIPANT:

X \_\_\_\_\_

\_\_\_\_\_  
Date