

**AMENDMENT NO. 1
TO THE
WELFARE BENEFIT PLAN
PROVIDED BY HANTZ BENEFIT SERVICES LLC
AND
SUPPLEMENT TO SUMMARY PLAN DESCRIPTION**

Pursuant to Section 11.11 of the Welfare Benefit Plan provided by Hantz Benefit Services LLC (“Plan”), Hantz Benefit Services LLC hereby adopts this Amendment No. 1 to the Plan.

The changes that are being made to the Plan affect the information previously reported in the summary plan description. Plan Participants should read this Supplement carefully so that they will be aware of any changes which may affect them. This Supplement should be attached to the summary plan description.

1. Effective January 1, 2006, the first sentence of Section 3.03 of the Plan is amended to read as follows:

This Section 3.03 applies to any benefit that is paid for with employee pre-tax contributions, as specified in Section 5(c) of the Adoption Agreement (however, this Section does not apply to employee pre-tax contributions made to a Health Savings Account).

2. Effective as of the first day of the Plan Year (as identified in Section 2(a) of the Adoption Agreement) beginning on or after July 1, 2005, Section 3.03(c) of the Plan is amended to read as follows:

(c) Waiver of Medical Coverage. If a Participant waived medical coverage under the Plan for himself or his dependents as a result of being covered under another employer’s medical plan, the Participant may elect medical coverage under this Plan upon termination of the other coverage if he requests enrollment in this Plan within 30 days of the termination and one of the three following requirements is met:

(i) The other coverage was COBRA continuation coverage that was exhausted. COBRA coverage is considered exhausted when an individual’s COBRA coverage ceases for any reason other than either the failure of the individual to pay premiums on a timely basis, or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan). An individual is considered to have exhausted COBRA coverage if such coverage ceases (A) due to the failure of the employer or other responsible entity to remit premiums on a timely basis, (B) when the individual no longer resides, lives or works in the service area of an HMO or similar program and there is no other COBRA coverage available to the individual, or (C) when the individual incurs a claim that

would meet or exceed a lifetime limit on all benefits and there is no other COBRA coverage available to the individual.

(ii) The other coverage terminated because the Participant is no longer eligible under the terms of the other plan. This does not include a loss of coverage due to the failure of the employee or dependent to pay premiums on a timely basis or the termination of coverage for cause. It does include the loss of coverage (A) due to divorce, cessation of dependent status, death, or termination of employment, (B) when the individual no longer resides, lives or works in the service area of an HMO or similar program, or (C) when the individual incurs a claim that would meet or exceed a lifetime limit on all benefits.

(iii) The other coverage terminated due to the termination of employer contributions.

If a Participant requests enrollment within 30 days of the termination of the other coverage, the coverage under this Plan will be effective no later than the first payroll date following receipt of the request for coverage.

3. Effective January 1, 2006, a new Section 3.04 is added to the Plan to read as follows:

Section 3.04 Contributions to Health Savings Accounts. This Section 3.04 applies if the Employer has elected in Section 4(a)(14) of the Adoption Agreement to permit Participants to make contributions to a Health Savings Account. All of the terms of the Health Savings account are described in the agreement between the Participant and the Health Savings Account sponsor. Any Participant who elects to make Health Savings Account contributions may start or stop the election or increase or decrease the election at any time, unless restricted by the Employer, as long as the change is effective after the request for the change is received.

4. Effective January 1, 2006, the second sentence of the seventh paragraph of Article VI of the Plan, regarding the time that a Participant has to inform the Plan Administrator or COBRA Administrator of his intention to continue coverage, is amended to read as follows:

Under the law, the Participant has 60 days from the later of the date he would lose coverage because of one of the events described above or the date he receives notice of his right to continuation coverage, to inform the Plan Administrator, or the COBRA Administrator if one is appointed in Section 2(c) of the Adoption Agreement, in writing, that he wants continuation coverage.

5. Effective January 1, 2006, the following language is added to the end of the ninth paragraph of Article VI of the Plan:

In order for this extension to apply, the second qualifying event must be an event that would have caused the affected individual to lose coverage under the Plan had the first qualifying event not occurred. In addition, the affected individual must notify the Plan Administrator, or the COBRA Administrator if one is appointed in Section 2(c) of the Adoption Agreement, in writing, within 60 days after the second qualifying event occurs.

6. Effective January 1, 2006, the last sentences of the fourteenth paragraph of Article VI of the Plan, is amended to read as follows:

There is a grace period of 30 days for payment of the regularly scheduled premium.

7. Effective January 1, 2006, the following language is added to the end of Article VI of the Plan:

Any notice that is required to be given to the Plan Administrator by an employee, former employee, spouse, former spouse, or dependent, under this Article VI, must be in writing and must be addressed to the Employer's Human Resources department. Any notice that is required to be given to the COBRA Administrator, if one is appointed in Section 2(c) of the Adoption Agreement, must be in writing and addressed to the COBRA Administrator.

8. Effective as of the first day of the Plan Year (as identified in Section 2(a) of the Adoption Agreement) beginning on or after July 1, 2005, the second paragraph of Section 11.02 of the Plan is amended to read as follows:

The Employer is required to provide each Participant and dependent who is or was covered under the medical benefits offered under the Plan with a certificate describing the individual's coverage under this Plan at the following times: (a) if the individual is a qualified beneficiary for COBRA purposes, upon the occurrence of a qualifying event, (b) at the time the individual ceases to be covered under the Plan, (c) at the time the individual's coverage ceases due to the operation of a lifetime limit on all benefits, and/or (d) if an individual elects COBRA, when COBRA coverage ceases. The Employer will also provide a certificate to any individual who requests a certificate at any time while covered under the Plan and up to 24 months after coverage ceases under the Plan. The Employer may contract with the provider of medical benefits to provide this certificate.

9. Effective April 20, 2006, a new Section 11.14 regarding HIPAA Security is added to the Plan to read as follows:

Section 11.14 HIPAA Security.

(a) Application. This Section 11.14 does not apply to the Plan and/or the Employer, if the only *electronic* PHI disclosed to the Employer is (i) summary health information disclosed to the Employer if the Employer requests the information for the purpose of: (A) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (B) modifying, amending, or terminating the Plan, or (ii) information on whether the individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan, or (iii) information disclosed with written authorization from the individual to whom the PHI relates (or the individual's personal representative) specifying the entities or persons to whom disclosure of PHI may be made, in accordance with the authorization.

(b) Effective Date. This Section dealing with HIPAA Security is effective on April 20, 2006.

(c) Security Requirements. To the extent that this Section 11.14 applies, the Plan Sponsor will reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the Employer on behalf of the Plan, as follows. In accordance with the HIPAA security provisions and 45 CFR 164.314, the Employer agrees to:

(i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Plan;

(ii) ensure that the adequate separation required by 45 CFR 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;

(iii) ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and

(iv) report to the Plan any security incident of which it becomes aware.

10. This Amendment No. 1 is effective as of the dates set forth above for each section.

HANTZ BENEFIT SERVICES LLC

Date: _____

By:  _____

Title: Senior Vice President _____

This Amendment No. 1 to the Welfare Benefit Plan provided by Hantz Benefit Services LLC is accepted by the Employer.

Date: _____

EMPLOYER

By: _____

Title: _____

(Am1)
(02/27/06)