

APPENDIX D DIRECTOR COVERAGE

By executing this Appendix D to its Welfare Benefit Plan, the Employer provides coverage under such Plan for Directors to the extent provided below. This Appendix is part of and is subject to the provisions of the Employer's Welfare Benefit Plan. This Appendix is effective as of the _____ day of _____, 20 __, and replaces any prior Appendix D.

D1.1 Plan Sponsor Elections for Non-Employee Directors. The following features are selected for this Plan. These elections and coverages shall govern benefits subject to the provisions of the Plan and Section D1.3.

(a) Benefits and Eligibility. All benefits to be provided under a particular Policy from time to time shall be exclusively as then provided in such Policy providing the benefit and shall be payable in accordance with such Policy's terms, conditions, and provisions, including, but not limited to, eligibility limitations. **Only non-Employee Directors who were covered as of December 31, 1997 for a benefit, and remained continuously covered, are eligible for that benefit.** The Plan covers (complete as applicable):

- Non-Employee Directors.** The Employer selects the following benefits to be offered to non-Employee Directors under the Plan (complete as applicable):
 - Medical** coverage shall be available.
 - Dental** coverage shall be available.
 - Vision** coverage shall be available.
 - Life and Accidental Death and Dismemberment** coverage shall be available.

- Retired non-Employee Directors.** With respect to any particular benefit offered under Section D1.1(a), Retired non-Employee Directors only include individuals who previously were covered as non-Employee Directors and who continue such coverage without a break in coverage under the Plan. Retired non-Employee Directors who did not timely elect Retired non-Employee Director coverage commencing at the time they cease to be Directors, are ineligible for Retired non-Employee Director coverage. Retired non-Employee Directors who elect and are covered by Retired non-Employee Director coverage for a benefit under the Plan and then terminate Retired non-Employee Director coverage for such benefit, are ineligible for future Retired non-Employee Director coverage for such benefit under the Plan. Unless otherwise required by law or the Plan, a Retired non-Employee Director only may cover family members for any particular benefit under the Plan, if the family members had coverage for such benefit under the Plan by the individual immediately prior to the date he or she ceased to be a Director and only if the family members continued such coverage without a break in coverage under the Plan. Life coverage is available only to Retired non-Employee Directors who retired with such coverage before July 1, 1988. The Employer selects the following benefits to be offered to retired non-Employee Directors under the Plan (complete as applicable):
 - Medical** coverage shall be available.

Dental coverage shall be available.

Life coverage shall be available.

(b) Premiums. Premiums for benefits shall subject to change from time to time. Premiums shall be paid by the Employer except as provided below (complete as applicable):

The following contribution for **Medical** benefits shall be paid by the Director: (Check and complete schedules below as applicable. Enter either the percentage from 0% to 100% or monthly dollar amount. If dollar amount is not per month, indicate the period used: dollar amount per _____.)

(_____%) or (\$_____) for Director only coverage;
(_____%) or (\$_____) for Director/spouse coverage;
(_____%) or (\$_____) for Director/children coverage; or
(_____%) or (\$_____) for Director/family coverage.

(_____%) or (\$_____) for Retired Director only coverage;
(_____%) or (\$_____) for Retired Director/spouse coverage;
(_____%) or (\$_____) for Retired Director/children coverage; or
(_____%) or (\$_____) for Retired Director/family coverage.

The following contribution for **Dental** benefits shall be paid by the Director: (Check and complete schedules below as applicable. Enter either the percentage from 0% to 100% or monthly dollar amount. If dollar amount is not per month, indicate the period used: dollar amount per _____.)

(_____%) or (\$_____) for Director only coverage;
(_____%) or (\$_____) for Director/spouse coverage;
(_____%) or (\$_____) for Director/children coverage; or
(_____%) or (\$_____) for Director/family coverage.

(_____%) or (\$_____) for Retired Director only coverage;
(_____%) or (\$_____) for Retired Director/spouse coverage;
(_____%) or (\$_____) for Retired Director/children coverage; or
(_____%) or (\$_____) for Retired Director/family coverage.

The following contribution for **Vision** benefits shall be paid by the Director: (Check and complete schedules below as applicable. Enter either the percentage from 0% to 100% or monthly dollar amount. If dollar amount is not per month, indicate the period used: dollar amount per _____.)

(_____%) or (\$_____) for Director only coverage;
(_____%) or (\$_____) for Director/spouse coverage;
(_____%) or (\$_____) for Director/children coverage; or
(_____%) or (\$_____) for Director/family coverage.

The following contribution for **Life** benefits shall be paid by the Director: (Check and complete schedule below as applicable, enter either the percentage from 0% to 100% or monthly dollar amount. If dollar amount is not per month, indicate the period used: dollar amount per _____.)

(_____ %) or (\$ _____) for Director only coverage; or
(_____ %) or (\$ _____) for Retired Director only coverage (only if coverage was effective prior to July 1, 1988).

(c) **Termination Date of Benefits.** Except as otherwise provided in the Plan, at termination of eligibility for a benefit, coverage shall terminate on the date indicated as follows (complete as applicable):

- Medical:**
 - Date eligibility terminates; or
 - Last day of month in which eligibility terminates.

- Dental:**
 - Date eligibility terminates; or
 - Last day of month in which eligibility terminates.

- Vision:**
 - Date eligibility terminates; or
 - Last day of month in which eligibility terminates.

- Life:**
 - Date eligibility terminates; or
 - Last day of month in which eligibility terminates.

D1.2 Continuation Coverage. Notwithstanding anything to the contrary in the Plan, to the extent allowed by law, Retired non-Employee Director coverage is available only in lieu of any Federal COBRA or state continuation coverage under the Plan.

D1.3 Policy Provisions Incorporated/Supersession. The terms of the Policies providing benefits under this Plan are incorporated into the Plan document. Such Policies may change from time to time. The terms of the Policies are modified by this Plan and made subject to the terms of the Plan. However, notwithstanding anything in this Plan to the contrary, to the extent that the terms of this Plan would cause payment of a benefit not allowed under the terms of the underlying Policy for such benefit, the terms of the particular benefit Policy will govern.

IN WITNESS WHEREOF, the Plan Sponsor has hereunto caused this Appendix to the Plan to be signed by its authorized undersigned officer as of the _____ day of _____, 20____.

[Typed Name of Plan Sponsor]

By: _____

Title: _____

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