

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)

Amendment to be attached to and made a part of the Group Policy
A Contract between the Company and

Hanford Employee Welfare Trust
(herein called the Policyholder)

Policy No.: FLX-980014

This Amendment will be in effect on the Effective Dates shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Policyholder hereby agree that the Policy is amended as follows:

1. Effective June 1, 2010, "Life Status Change" is hereby added to the "SCHEDULE OF BENEFITS FOR CLASS 1" and "SCHEDULE OF BENEFITS FOR CLASS 2".
2. Effective June 1, 2010, the attached "DEFINITIONS" page is hereby amended to add "Life Status Change".
3. Effective June 1, 2010, the attached Form TL-009220.00 "AMENDATORY RIDER – COVERAGE FOR REGISTERED DOMESTIC PARTNERS (APPLICABLE TO POLICIES ISSUED IN WASHINGTON STATE)" is hereby added to the Policy.

Except for the above, this Amendment does not change the Group Policy in any way.

FOR THE COMPANY



By:

Matthew G. Manders, President

Date: October 20, 2010 (revised)

Amendment No. 2

TL-004780

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Base Salary
Guaranteed Issue Amount:	the lesser of 2 times Annual Base Salary or \$750,000
Maximum Benefit:	\$750,000

Age Based Reductions	Basic Life Insurance Benefits for an Employee age 65 and over will reduce by 8% of the Basic Life Insurance Benefit at age 65. The Basic Life Insurance Benefit will reduce an additional 8% every year thereafter until the benefit equals 50% of the Employee's Basic Life Insurance Benefit on the day before his or her 65 th birthday. The reduced benefit will be effective every year on the Employee's date of birth.
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Continuation Options

For Layoff	
Maximum Benefit Period:	12 months
For Leave of Absence	
Maximum Benefit Period:	90 days
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability that occurs prior to age 60	
Maximum Benefit Period:	Age 65
Applicable Coverages:	Basic Life Insurance Benefits for the Employee.
For Disability that occurs at age 60 or older	
Maximum Benefit Period:	The date the 60 th Long Term Disability Monthly Benefit is payable.
Applicable Coverages:	Basic Life Insurance Benefits for the Employee.

Terminal Illness Benefit	50% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.
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Life Status Changes

Within 31 days after a Life Status Change, an Employee or his or her Spouse currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit, as long as the total Benefit Amount does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. Such increases will be effective on the date the Insurance Company receives the completed request for a Benefit increase.

An Employee or his or her Spouse who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy without satisfying the Insurability Requirement. An Employee or his or her Spouse's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee or his or her Spouse.

An insured Employee or his or her Spouse may increase coverage for a Benefit in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Employee or his or her Spouse.

An Employee or his or her Spouse may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

Dependent Benefits

Voluntary Benefit

Schedule A

Spouse: \$5,000

Dependent Child: \$1,000

Spouse Guaranteed Issue Amount: \$5,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

The Maximum Benefit for a Dependent Child who is less than 6 months old is \$100.

Schedule B

Spouse: \$10,000

Dependent Child: \$2,000

Spouse Guaranteed Issue Amount: \$10,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

The Maximum Benefit for a Dependent Child who is less than 6 months old is \$200.

Schedule C

Spouse: \$15,000

Dependent Child: \$2,000

Spouse Guaranteed Issue Amount: \$15,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

The Maximum Benefit for a Dependent Child who is less than 6 months old is \$300.

Schedule D

Spouse: \$20,000
Dependent Child: \$2,000
Spouse Guaranteed Issue Amount: \$20,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

The Maximum Benefit for a Dependent Child who is less than 6 months old is \$300.

Schedule E

Spouse: \$25,000
Dependent Child: \$2,000
Spouse Guaranteed Issue Amount: \$25,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

The Maximum Benefit for a Dependent Child who is less than 6 months old is \$300.

Schedule F

Spouse: \$30,000
Dependent Child: \$2,000
Spouse Guaranteed Issue Amount: \$30,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

The Maximum Benefit for a Dependent Child who is less than 6 months old is \$300.

A Dependent's Life Insurance Benefits cannot exceed 50% of the Employee's Life Insurance Benefits.

Accelerated Benefits This option does not apply to this class of Employee.

SCHEDULE OF BENEFITS FOR CLASS 2

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit

Option A

Guaranteed Issue Amount:	2 times Annual Base Salary the lesser of 2 times Annual Base Salary or \$750,000
Maximum Benefit:	\$750,000

Option B

Guaranteed Issue Amount:	1 times Annual Base Salary the lesser of 1 times Annual Base Salary or \$750,000
Maximum Benefit:	\$750,000

An Employee who initially elects coverage under Option B may select Option A at a later date only if he or she satisfies the Insurability Requirement.

Age Based Reductions

Basic Life Insurance Benefits for an Employee age 65 and over will reduce by 8% of the Basic Life Insurance Benefit at age 65. The Basic Life Insurance Benefit will reduce an additional 8% every year thereafter until the benefit equals 50% of the Employee's Basic Life Insurance Benefit on the day before his or her 65th birthday. The reduced benefit will be effective every year on the Employee's date of birth.

Continuation Options

For Layoff

Maximum Benefit Period:	12 months
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For Leave of Absence

Maximum Benefit Period:	90 days
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For Family Medical Leave

Maximum Benefit Period:	12 weeks
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For Disability that occurs prior to age 60

Maximum Benefit Period:	Age 65
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Applicable Coverages:	Basic Life Insurance Benefits for the Employee.
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For Disability that occurs at age 60 or older

Maximum Benefit Period:	The date the 60 th Long Term Disability Monthly Benefit is payable.
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Applicable Coverages:	Basic Life Insurance Benefits for the Employee.
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Terminal Illness Benefit

50% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Life Status Changes

Within 31 days after a Life Status Change, an Employee or his or her Spouse currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit, as long as the total Benefit Amount does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. Such increases will be effective on the date the Insurance Company receives the completed request for a Benefit increase.

An Employee or his or her Spouse who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy without satisfying the Insurability Requirement. An Employee or his or her Spouse's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee or his or her Spouse.

An insured Employee or his or her Spouse may increase coverage for a Benefit in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Employee or his or her Spouse.

An Employee or his or her Spouse may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

Dependent Benefits

Voluntary Benefit

Schedule S

Spouse: \$10,000

Spouse Guaranteed Issue Amount: \$10,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Schedule T

Spouse: \$20,000

Spouse Guaranteed Issue Amount: \$20,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Schedule U

Spouse: \$30,000

Spouse Guaranteed Issue Amount: \$30,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Schedule V

Spouse: \$40,000

Spouse Guaranteed Issue Amount: \$40,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Schedule W

Dependent Child: \$5,000

Schedule SW

Spouse: \$10,000
Dependent Child: \$5,000
Spouse Guaranteed Issue Amount: \$10,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Schedule TW

Spouse: \$20,000
Dependent Child: \$5,000
Spouse Guaranteed Issue Amount: \$20,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Schedule UW

Spouse: \$30,000
Dependent Child: \$5,000
Spouse Guaranteed Issue Amount: \$30,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Schedule VW

Spouse: \$40,000
Dependent Child: \$5,000
Spouse Guaranteed Issue Amount: \$40,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

A Dependent's Life Insurance Benefits cannot exceed 50% of the Employee's Life Insurance Benefits.

Accelerated Benefits This option does not apply to this class of Employee.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Active Service

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

A person other than an Employee is considered in Active Service if he or she is able to perform all the activities another person of the same age and sex could normally perform and is not any of the following:

1. A patient in a hospital or hospice, or receiving outpatient care for chemotherapy or radiation therapy.
2. Confined at home under the care of a Physician for sickness or injury.
3. Unable to perform any of the Activities of Daily Living expected of a person of the same age without human supervision or assistance. The Activities of Daily Living are defined as follows:
 - a) Mobility - moving from one place to another by means of walking, with or without equipment, or using a wheelchair.
 - b) Dressing - putting on and taking off all necessary items of clothing including braces and artificial limbs if they are usually worn.
 - c) Toileting - cleansing self after elimination and adjusting clothing before and after using the toilet.
 - d) Transferring - moving in or out of a bed, chair or other seat, with or without equipment.
 - e) Feeding - getting food into the body, by any means, after it has been prepared and made available to the person.
4. Receiving disability benefits from any source due to his or her sickness or injury.

Annual Base Salary

An Employee's annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It does not include amounts received as bonuses, commissions, overtime pay or other extra compensation. A change in the amount of Annual Base Salary is effective on the date of the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

Dependent Child

An Employee's unmarried child who meets the following requirements.

1. A child 15 days of age but less than 23 years old;
2. A child who is 23 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, the Insurance Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year.

The term "child" means a child born to or legally adopted by the Employee. The term includes a child during any waiting period prior to the finalization of the child's adoption. It also means a stepchild living with the Employee.

Disabled

An Employee is Disabled if, because of Injury or Sickness, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

Employee

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

Employer

The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Full-time

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Insurability Requirement

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

Insurance Company

The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Life Status Change

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of a spouse
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Employee's spouse
7. A change in the Employee's or his or her spouse's employment status that affects either person's eligibility for benefits
8. The purchase of a home by the Employee as his or her primary residence.

Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Prior Plan

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

Spouse

The current lawful Spouse of an Employee.

Sickness

Any physical or mental illness.

**AMENDATORY RIDER
COVERAGE FOR REGISTERED DOMESTIC PARTNERS
(APPLICABLE TO POLICIES ISSUED IN WASHINGTON STATE)**

Policyholder: Hanford Employee Welfare Trust

Policy No. FLX-980014

Effective Date: June 1, 2010

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires. When attached to a certificate this rider expires at the same time as the certificate, unless it expires at an earlier date.

To obtain insurance for a Registered Domestic Partner, the Employee must satisfy, with respect to that Partner, the Policy conditions for becoming insured that apply to a Spouse. Coverage for that Partner will end when the Domestic Partnership is ended as described below, and when coverage for a Spouse would otherwise end.

The amount of insurance with respect to any Registered Domestic Partner is the amount that applies to Spouse as shown in the Schedule of Benefits.

A Dependent Child of the Registered Domestic Partner will be covered under the Policy if the child meets the definition of Dependent Child shown in the Definitions section of the Policy, and is living with and financially dependent upon the Employee. The Dependent Child of the Registered Domestic Partner must satisfy the Policy conditions for becoming insured that apply to a Dependent Child. The amount of insurance with respect to the Dependent Child of a Registered Domestic Partner is that amount that applies to the Dependent Child as shown in the Schedule of Benefits. Coverage for the Dependent Child of a Registered Domestic Partner will end when the Registered Domestic Partner's coverage ends, and when coverage for a Dependent Child would otherwise end.

Death benefits with respect to any Registered Domestic Partner, or his or her Dependent Child, payable to the beneficiary chosen by the Domestic Partner, if any; otherwise, to the Employee.

Death benefits for an Employee who is in a legally established Domestic Partnership with his or her Registered Domestic Partner will be payable to the Employee's named beneficiary, if any, on file at the time of payment. If there is no such named beneficiary or surviving beneficiary, Death Benefits will be paid to the first of the Employee's surviving class of the following: spouse or Registered Domestic Partner; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

DEFINITION

“Registered Domestic Partner” means a person who has entered into a Domestic Partnership with the Employee registered under any state which legally recognizes Domestic Partnerships or Civil Unions, and which confers on the Employee and Domestic Partner legal rights and obligations substantially similar to lawful marriage. Such person will continue to be recognized as a Registered Domestic Partner unless and until: (1) the Domestic Partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner marries another person.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive style with a large initial 'M'.

Matthew G. Manders, President