**COMPANY AMENDMENT**

**ARTICLE I**

**PREAMBLE**

1.1 **Adoption and effective date of amendment.** The Employer adopts this Amendment to **COMPANY** Flexible Benefits Plan (the “Plan”). The sponsor intends this Amendment as good faith compliance with the requirements of these provisions. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.

1.2 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section, or other numbering designations.

**ARTICLE II**

**ELECTIONS**

2.1 **Effective Date.** The provisions of this Amendment, unless otherwise indicated are effective as of Effdate.

2.2 **Plan Amendment.**

**Limited Purpose Flexible Spending Arrangement – Addition of Benefit – Indexed - (with post deductible) with Grace Period**

The Limited Purpose Flexible Spending Arrangement reimburses out-of-pocket eligible expenses as outlined in the summary plan description. As of the effdate the Employer amends the Plan to add a Post Deductible Limited Purpose Flexible Spending Arrangement, this benefit reimburses dental, vision, and preventive care before the deductible is met and permits reimbursement of all 213(d) eligible expenses incurred after the deductible is met.

Drug costs may be reimbursed if they are considered for dental, vision or preventive care. The most that you can contribute to your Limited Purpose Flexible Spending Arrangement the Plan Year is $3,200.00. Such maximum shall be indexed annually.

The Grace Period will end 2 ½ months after the last day of the Plan Year. The Grace Period permits participants to use prior Plan Year funds to pay for claims incurred after the Plan Year end date. The last day to submit claims is RunoutDate.

This amendment has been executed this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_.

Name of Employer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATE OF ADOPTING RESOLUTION**

 The undersigned authorized representative of **COMPANY** hereby certifies that the following resolutions were duly adopted on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) and that such resolutions have not been modified or rescinded as of the date hereof;

 RESOLVED, that the Amendment to the Plan (the Amendment) is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

 The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date:

Signed:

[*print name/title*]

**SUMMARY OF MATERIAL MODIFICATIONS**

**for the**

**COMPANY**

Flexible Benefits Plan

**I**

**INTRODUCTION**

This is a Summary of Material Modifications regarding the **COMPANY** Flexible Benefits Plan (the “Plan”). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description (“SPD”) previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II**

**SUMMARY OF CHANGES**

**Effective Date.** The provisions of this Amendment, unless otherwise indicated are effective as of Effdate.

**Plan Amendment.**

**Limited Purpose Flexible Spending Arrangement – Addition of Benefit – Indexed - (with post deductible) with Grace Period**

The Limited Purpose Flexible Spending Arrangement reimburses out-of-pocket eligible expenses as outlined in the summary plan description. As of the effdate the Employer amends the Plan to add a Post Deductible Limited Purpose Flexible Spending Arrangement, this benefit reimburses dental, vision, and preventive care before the deductible is met and permits reimbursement of all 213(d) eligible expenses incurred after the deductible is met.

Drug costs may be reimbursed if they are considered for dental, vision or preventive care. The most that you can contribute to your Limited Purpose Flexible Spending Arrangement the Plan Year is $3,200.00. Such maximum shall be indexed annually.

The Grace Period will end 2 ½ months after the last day of the Plan Year. The Grace Period permits participants to use prior Plan Year funds to pay for claims incurred after the Plan Year end date. The last day to submit claims is RunoutDate.