The following subsection amendments are effective on September 1, 2008.

**PRIMARY COVERAGE CRITERIA,** Subsection 2.2.1. is hereby amended to read as follows.

The intervention must be a health intervention intended to treat a medical condition. A “health intervention” is an item or service delivered or undertaken primarily to diagnose, detect, treat, palliate or alleviate a medical condition or to maintain or restore functional ability of the mind or body. A “medical condition” means a disease, illness, injury, pregnancy or a biological or psychological condition that, if untreated, impairs or threatens to impair ability of the body or mind to function in a normal, healthy manner.

**[BENEFITS AND SPECIFIC LIMITATIONS IN YOUR PLAN, Maternity,]** Subsection 2. Midwives, is hereby amended to read as follows.

Midwives. Services provided by any lay midwife are not covered. See Subsection 4.2.5. However, subject to all terms, conditions, exclusions and limitations of the Plan as set forth in this Benefit Certificate, coverage is provided for services provided by a certified nurse midwife who has a collaborative agreement with a Physician who is within immediate proximity to the delivery facility utilized by the certified nurse midwife, in case there is need for assistance during the delivery.

**[BENEFITS AND SPECIFIC LIMITATIONS IN YOUR PLAN, Maternity,]** Subsection 3. Newborn Care in the Hospital, is hereby amended to read as follows.

Newborn Care in the Hospital. A hospital stay for the mother and newborn child of at least forty-eight (48) hours following a vaginal delivery or at least ninety-six (96) hours following a cesarean section, unless the treating provider, after consulting with the mother, discharges the mother or newborn child earlier. An Employee or Spouse’s newborn child will be covered from the date of birth, including use of newborn nursery (for up to five (5) days or until the mother is discharged, whichever is the lesser period of time) and related services, provided the child’s coverage becomes effective on his or her date of birth in accordance with the provisions of Section 6.0.

**BENEFITS AND SPECIFIC LIMITATION IN YOUR PLAN,** is hereby amended to add the following new Subsection which reads as follows.

Intensity Modulated Radiation Therapy. Intensity Modulated Radiation Therapy (“IMRT”) requires Prior Approval from the Company. Please note that Prior Approval does not guarantee payment or assure coverage; it means only that the information furnished to us at the time indicates that the IMRT meets the Primary Coverage Criteria requirements set out in Subsection 2.2. and the Applications of the Primary Coverage Criteria set out in Subsections 2.4.1.b., e., or f. All services, including any IMRT receiving Prior Approval, must still meet all other coverage terms, conditions, and limitations, and coverage for any IMRT receiving Prior Approval may still be limited or denied if, when the claims for the IMRT are received by us, investigation shows that a benefit exclusion or limitation applies, that the Covered Person ceased to be eligible for benefits on the date services were provided, that coverage lapsed for non-payment of premium, that out-of-network limitations apply, or any other basis specified in this Benefit Certificate.
SPECIFIC PLAN EXCLUSIONS, 4.2 Health Care Providers, "Midwives" is hereby amended to read as follows.

Midwives, Not Certified. Services provided by a midwife who is not a licensed certified nurse midwife in the state where he or she renders services and who does not have a collaborative agreement with a Physician are not covered.

SPECIFIC PLAN EXCLUSIONS, 4.4 Miscellaneous Fees and Services, “Government Coverage” is hereby deleted in its entirety. All remaining Subsections are renumbered to correlate with the change.

ELIGIBILITY STANDARDS, 6.4.3 Continuation Rights under Federal Law, Subsection e. (iii.) is hereby amended to read as follows.

The date ending the maximum period. In the Case of Qualifying Event 6.4.3.a.(ii) above (relating to termination of employment or reduction in hours), the date ending the maximum period shall be the date 18 months after the date of that Qualifying Event; unless the Social Security Administration determines that the Covered Person is disabled at the time of or within 60 days after the Qualifying Event, and the Covered Person provides the notice of Social Security disability determination to the Plan Administrator within 60 days of the date of the Social Security determination and before the end of the initial 18-month period of continuation, in which case this date shall be 29 months after the Qualifying Event. In all other cases, such date shall be the date 36 months after the date of the applicable Qualifying Event;

YOUR RIGHTS UNDER ERISA, 10.8, “Agent for Service of Legal Process” is hereby amended to read as follows.

P. Mark White
Executive Vice President
Arkansas Blue Cross and Blue Shield
A Mutual Insurance Company
601 Gaines Street
Little Rock, Arkansas 72201”

This Amendment becomes a part of the Arkansas Blue Cross and Blue Shield Managed Benefits Comprehensive Major Medical Group Benefit Certificates. All other provisions of the Group Benefit Certificate remain in full force and effect.

Robert L. Shoptaw, Chief Executive Officer

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