

**AMENDMENT NUMBER ONE TO
DEPAUW UNIVERSITY WELFARE BENEFIT PLAN**

THIS AMENDMENT NUMBER ONE is executed as of the date set forth below by DePauw University ("University").

WHEREAS, the DePauw University Welfare Benefit Plan ("Plan") was established effective July 1, 2014;

WHEREAS, the University reserved the right to amend the Plan pursuant to Section XIII; and

WHEREAS, the University now desires to amend the Plan, effective as of July 1, 2015.

NOW THEREFORE, the Plan is hereby amended effective as of July 1, 2015:

1. Section 2.02(n) of the Plan, defining "Eligible Employee," is hereby amended to be and read as follows:

(n) "Eligible Employee" means a common law employee of the University who is (i) regularly scheduled to work at least thirty (30) hours per week or (ii) for purposes of the Medical Plan only, a Full-Time Employee, but does not include:

(1) leased employees as defined under Code Section 414(n);

(2) any individual designated in good faith by the University as an independent contractor, regardless of whether the Internal Revenue Service or a court of law later determines such individual to be a common law employee for tax purposes;

(3) except for purposes of the Medical Plan, any person who is providing services on a temporary basis or is designated to work only with respect to specific tasks or projects; or

(4) except for purposes of the Medical Plan, any individual who enters into an agreement with the University that he or she is not eligible for benefits.

2. Section 2.02(k) of the Plan, defining "Dependent," is hereby amended to add the following paragraph to the end:

If the Spouse of an Eligible Employee is also an Eligible Employee, then the Eligible Employee can either enroll his or her Spouse in the Medical Plan as a Dependent and/or the Spouse can enroll in the Medical Plan as an Eligible Employee; provided, however, that an Eligible Employee cannot be enrolled in the Plan as both an Eligible Employee and a Dependent; and provided further that if an Eligible Employee enrolls his or her Spouse in the Medical Plan as a Dependent, then the Eligible Employee with the greater salary must enroll as the Eligible Employee and the Eligible Employee with the lesser salary must enroll as the Dependent.

3. A new definition is hereby added at subsection (ss) to Section 2.02 of the Plan to be and read as follows:

(ss) "Full-Time Employee" means a common law employee who is employed an average of at least thirty (30) hours of service per week with the University as determined under Appendix A, as amended from time to time.

4. A new definition is hereby added at subsection (rr) to Section 2.02 of the Plan to be and read as follows:

(rr) "Medical Plan" means the benefits for medical coverage, including prescription drug coverage, provided pursuant to the DePauw University Group Medical Plan incorporated as a Benefit Feature under this Plan and identified in Schedule B hereto.

5. New paragraphs (h) and (i) are hereby added to Section 4.01 of the Plan entitled "Election Between COBRA and Retiree Coverage" to be and read as follows:

(h) If an Eligible Retiree makes a timely election to enroll in retiree coverage under Section 4.01(a)(1) or (2), and the Eligible Retiree was hired by the University before July 1, 2005 the University shall pay a portion of the premium for the retiree coverage on behalf of the Eligible Retiree, as follows:

(1) If the Eligible Retiree is under age sixty-five (65) and makes a timely election to enroll in retiree coverage, the University shall make a contribution toward the premium for the Medical Plan under this Plan that is equal to the pre-65 retiree rate, as determined in the sole

and absolute discretion of the University. The pre-65 retiree rate is two times the monthly premium for employees earning less than thirty thousand dollars (\$30,000) a year for the applicable tier.

(2) If the Eligible Retiree is age sixty-five (65) or older and makes a timely election to enroll in retiree coverage, the University shall make a contribution toward the premium for the retiree medical plan under the DePauw University Retiree Welfare Benefit Plan that is equal to the post-65 retiree rate, as determined in the sole and absolute discretion of the University, and as communicated to the Eligible Retiree.

(3) The University will continue to pay the contribution provided under either paragraph (1) or (2) above, as applicable, toward the premium on behalf of the Eligible Retiree through June 30, 2030, plus one additional full year for each year or fraction thereof in which the employee retires before his or her sixty-fifth (65th) birthday; provided, however, that University contribution is contingent on the Eligible Retiree's payment of the balance of the premium. At such time that University contributions toward the premium for retiree coverage under paragraph (1) or (2) above, as applicable, ceases, the Eligible Retiree shall be responsible for one hundred percent (100%) of the premium cost.

(i) Notwithstanding any provision in the Plan to the contrary, the University reserves the right to amend this Section 4.01 at any time and for any reason, including to terminate retiree coverage, to change the pre-65 retiree rate or post-65 retiree rate, and/or to terminate University contributions toward retiree coverage premiums.

6. Section 4.03 of the Plan entitled "Separately Electable Benefits" is hereby amended to be and read as follows:

Section 4.03. Separately Electable Benefits. The medical benefits (which, for purposes of a COBRA election, includes onsite health and wellness coverage), dental benefits, and vision benefits and the health care flexible spending account under the DePauw University Flexible Spending Plan shall each be separately electable for COBRA purposes.

7. Schedule B of the Plan is hereby amended to be and read as attached.

8. A new Appendix A is hereby added to the Plan to be and read as attached.
9. In all other respects, the Plan shall be and remain unchanged.

IN WITNESS WHEREOF, the University has executed this Amendment Number One on the date and year first above written.

DEPAUW UNIVERSITY

By: Amy Haug

Print: Amy Haug

Title: Director of Human Resources

Date: 2/11/16

SCHEDULE B

UNINSURED BENEFITS

Benefit Feature	Claims Supervisor	Contract Number
Group Medical Plan – • PPO option • High Deductible Health Plan option (including medical/surgical, prescription drug, mental health and substance abuse benefits, and wellness benefits)	Anthem Blue Cross Blue Shield	00228614
DePauw University Flexible Spending Plan (including health care and dependent care flexible spending accounts)	HR Pro	N/A
Employee Assistance Program	CIGNA Behavioral Health	2234
Onsite Health and Wellness Clinic	Hendricks Regional Health	N/A

Notwithstanding the above, this Schedule B shall be deemed to incorporate any other self-insured employee benefit programs covered by ERISA and established and maintained from time to time by the University for the Eligible Employees and/or Eligible Retirees of the University.

The foregoing Schedule B was adopted in whole or in part by the University, as indicated above, and may be revised, modified, changed, or added to pursuant to Article III of the Plan.

DEPAUW UNIVERSITY

By: Amy Haug

Print Name: Amy Haug

Title: Director of Human Resources

Date: 2/11/16

