



**A SUMMARY PLAN DESCRIPTION OF THE
SUPPLEMENTAL HEALTH PLAN FOR
BG NEW ENGLAND POWER SERVICES, INC
RETIRED EMPLOYEES**

**A PLAN OF THE UTILITY WORKERS UNION OF AMERICA
NATIONAL HEALTH AND WELFARE FUND**

December 1, 2006

TABLE OF CONTENTS

INTRODUCTION	1
DEFINITIONS	3
“Accumulated Contributions”	3
“BG Retiree Plan”	3
“Board of Trustees" or "Trustees”	3
“Code”	3
“Collective Bargaining Agreement" or “CBA”	3
“Effective Date”	3
“Employee”	3
“Employer or BG”	3
“ERISA”	4
“Local 369"	4
“Retiree”	4
“UWUA Fund”	4
“Supplemental Plan”	4
PARTICIPATION AND ELIGIBILITY	5
Participation	5
Termination of Participation	5
Eligibility Requirements for Employees and Retirees	5
Loss of Eligibility for Coverage	6
Continuation of Coverage under COBRA	6
FUNDING AND BENEFITS	7
Funding	7
Description of Benefits	7
Change in Benefits	8
Limits on Benefits	8
GENERAL PROVISIONS	9
Authority	9
Claims for Benefits	9
Appeals Procedure When A claim For Benefits Is Denied.....	9
Termination of the Supplemental Plan.....	10
Controlling Law	11
Liability of Plan	11
GENERAL INFORMATION	11
TABLE 1	16
TABLE 2	17

A SUMMARY PLAN DESCRIPTION OF THE SUPPLEMENTAL HEALTH PLAN FOR BG NEW ENGLAND POWER SERVICES, INC. RETIRED EMPLOYEES

INTRODUCTION

Effective December 1, 2006, the Utility Workers Union of America National Health and Welfare Fund provides a Supplemental Health Plan for BG Retirees (Supplemental Plan) to cover a portion of the cost of benefits for those who qualify for benefits under the BG Retiree Plan pursuant to applicable collective bargaining agreement(s). The Supplemental Plan provides payment of the required BG Retiree share of premiums, contributions, or medical expenses that otherwise would have to be paid for through pension deductions, or direct periodic payments, by BG Retirees.

This document contains definitions and general administrative procedures which govern this Supplemental Plan. This Supplemental Plan is intended to qualify as a "welfare benefit plan" within the meaning of Section 419(e) of the Internal Revenue Code of 1986, as amended, and to meet the requirements of any other applicable provisions of law including the Employee Retirement Income Security Act of 1974, as amended.

The Board of Trustees of the UWUA National Health and Welfare Fund further intend the terms of this Summary Plan Description of the Supplemental Plan to be the official text governing the operation of the Supplemental Plan.

This Supplemental Plan was created as a result of a Collective Bargaining Agreement (CBA) between Local 369, Utility Workers Union of America, AFL-CIO ("Local 369") and BG New England Power Services, Inc. (BG). The CBA requires certain periodic payments to be made by retired Participants to receive health plan coverage, but also establishes certain employer contributions to be made to a trust fund for purposes of funding the retiree health benefits provided for in this Supplemental Plan.

The Supplemental Plan, therefore, operates in direct relationship to the CBA and the health plans of

BG. If the BG Retiree Plan and the CBA call for greater retiree payments, this Supplemental Plan would provide those payments. Likewise, if the BG Retiree Plan is changed or modified, or if the CBA requires lesser retiree payments, this Supplemental Plan would lower its payments.

The Supplemental Plan cannot provide more benefits than the Accumulated Contributions allow. Local 369 and BG receive regular reports as to the current level of Accumulated Contributions. If the Accumulated Contributions are insufficient, benefits will have to be modified or the Supplemental Plan will be terminated by the Trustees of the UWUA National Health and Welfare Fund, in which case the BG Retirees will have to bear the cost of premiums, contributions or medical expenses not paid by BG or the Supplemental Plan.

This Summary Plan Description explains the operation of the Supplemental Plan in detail. For additional information about the BG Retiree Plan, you should refer to the plan documents of the BG Retiree Plan or contact the administrators of the BG Retiree Plan. For further information on the terms of the CBA or the Accumulated Contributions in this Supplemental Plan, you should contact your Local 369 representative.

DEFINITIONS

The following terms will have the meanings set forth below, unless a contrary meaning is clearly intended by the context in which they are written.

"Accumulated Contributions" means the amount of Employer contributions made to the UWUA National Fund, increased by investment earnings credited by the Board of Trustees and reduced by benefit payments, risk, or administrative charges allocated by the Board of Trustees.

"BG Retiree Plan" means the health maintenance organization (HMO) (or similar community-rated health insurance program) that BG maintains as a coverage option under its BG New England Union Employees Medical Plan and which is open to BG Retirees.

"Board of Trustees" or "Trustees" means the Trustees of the UWUA National Health and Welfare Fund.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and regulations issued thereunder.

"Collective Bargaining Agreement" or "CBA" means the labor contract between Local 369 and BG covering Employees which provides for the retiree health benefits program that is the subject of this Supplemental Plan.

"Effective Date" means December 1, 2006.

"Employee" means an employee who is employed by BG in a position represented by Local 369 and covered by the CBA.

"Employer" or "BG" means BG New England Power Services, Inc., its successors and assigns.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and regulations issued thereunder.

"Local 369" means Local Union 369, Utility Workers Union of America, AFL-CIO, its successors and assigns.

"Retiree" means a former Employee of BG who (1) was represented by Local 369 and (2) who retired, on or after April 1, 2006, from work at BG while covered by the Collective Bargaining Agreement and (3) who has attained age 59 or greater and who qualifies for coverage under the BG Retiree Plan and enrolls in such plan.

"UWUA Fund" means the UWUA National Health and Welfare Fund.

"Supplemental Plan" means the Supplemental Health Plan provided for by this document.

PARTICIPATION AND ELIGIBILITY

Participation

You are a Participant in this Supplemental Plan if:

- (a) you are a Retiree and

- (b) you elected to participate while an active employee of BG or you were identified as a Participant by BG and Local 369 without an election and enrolled for benefits from the Supplemental Plan.

You become a Participant under this Plan on the Effective Date or, if later, at the time you enroll in the BG Retiree Plan following your initial employment with BG.

Termination of Participation

Your participation in this Supplemental Plan will terminate if your coverage terminates under the BG Retiree Plan, or this Supplemental Plan terminates. Your participation also terminates if BG Retiree Plan coverage continues solely because of your payments under COBRA eligibility conditions.

Eligibility Requirements for Employees & Retirees

You and your spouse will be automatically eligible for coverage under this Supplemental Plan if you are a Participant as defined above.

A surviving spouse of an Employee or a Retiree is also eligible for benefits A surviving spouse of an Employee is eligible as of the month in which the Employee would have attained age 59 or, if later, the month following the date of death of the Employee.

Eligibility for a spouse or surviving spouse requires that the spousal relationship exists for at least one year prior to retirement or, if earlier, one year prior to the death of an Employee otherwise

eligible to be a Retiree.

In no event is a person eligible for this Plan who is not also eligible for the BG Retiree Plan.

Loss of Eligibility for Coverage

The following events could cause you to lose your coverage under the Supplemental Plan:

- (a) you attain age 65;
- (b) in the case of a spouse or surviving spouse, attaining age 65,
- (c) you lose eligibility for benefits under the BG Retiree Plan [Note: Continuation coverage through COBRA is not considered as eligibility for this Supplemental Plan];
- (d) You fail to qualify for the BG Retiree Plan or the BG Retiree Plan is terminated;
- (e) the Trustees, in the exercise of their discretion, determine that the amount of the Accumulated Contributions in this Supplemental Plan provided under the Collective Bargaining Agreement(s) is not adequate to provide benefits under this Supplemental Plan, and the Supplemental Plan is terminated by the Board of Trustees;
- (f) you fail to pay the Retiree's portion of the health care premium within thirty (30) days after such portion is due;
- (g) the Supplemental Plan is amended by the Board of Trustees to pay only a portion of the initial benefit provided for, and the Retiree fails to pay the remainder of that portion.
- (h) the Collective Bargaining Agreement is amended to terminate this Supplemental Plan.

Continuation of Coverage under COBRA

Upon your retirement, you and your spouse may elect to continue coverage under the BG New England Union Employees Medical Plan to the extent such continuation is required for a group health plan by the Consolidated Omnibus Reconciliation Act of 1985, as amended ("COBRA"), and in accordance with the terms and conditions of benefit coverage continuation provided by COBRA.

The provisions for COBRA continuation coverage are set forth in the Summary Plan Description of the BG New England Union Employees Medical Plan. However, continuation coverage under COBRA does not provide eligibility under this Supplemental Plan.

FUNDING AND BENEFITS

Funding

The sole responsibility and liability of the Employer is to make the contributions required under the CBA on a timely basis. The Supplemental Plan is funded by Employer contributions made to the UWUA Fund pursuant to the Collective Bargaining Agreement, including RMSA seed monies transferred. Accumulated Contributions include Employer contributions, increased by investment earnings credited by the Board of Trustees on those contributions, and reduced by benefit payments, risk or administrative charges allocated by the Trustees. The Supplemental Plan will pay administrative charges directly attributable to the Supplemental Plan and an appropriate share, as determined by the Trustees, of general expenses of the Fund as a whole.

Description of Benefits

The Supplemental Plan provides reimbursement for payment of all or part of the premium for continuous coverage under the BG Retiree Plan for Retirees and their eligible spouse, as provided under the BG Retiree Plan. The amount reimbursed to the BG Retiree Plan generally is equal to the amount of Retiree payments otherwise required in order for a Retiree and the Retiree's spouse, as elected to receive coverage under the BG Retiree Plan. It is anticipated that Supplemental Plan contributions will cover a portion of the total premium cost of the BG Retiree Plan and that Retirees will contribute the remaining portion.

The Retiree's portion of the premium is a percentage, established at Retirement, based on the Retiree's age, years of service and, if applicable, age difference between the Retiree and spouse. This is determined by reference to Tables 1 and 2. In Table 1, find the the number of points

associated with the Retiree's age at Retirement (in complete whole years) and the age difference between the Retiree and spouse (in complete whole years). The Retiree cost share for each number of points is listed at the right side of Table 1. For Retirees with less than 20 years of service, the Retiree's cost share is further adjusted in accordance with Table 2 – find the percentage of Retiree cost related that corresponds to the number of points from Table 1 and to the Retiree's years of service (in complete whole years).

For a surviving spouse of a Retiree, the cost share is the same as for the Retiree. For a surviving spouse of an Employee, the cost share is based on the difference in age between the spouse and the Employee, on the service of the Employee as of the date of death, and on the age of the Employee at the date that benefits commence for the surviving spouse. The Trustees reserve the right to change the percentage of premium cost that the Supplemental Plan pays.

Benefits do not include payments for deductibles, co-payments, exclusions or limitations that may be required to be paid when services are received by Retirees or for continuation coverage under COBRA.

A detailed description of the benefits provided through the BG New England Union Employees Medical Plan's HMO option available to Retirees is contained in the Summary Plan Description of that plan and in the material made available by the HMO.

Change in Benefits

In the event that any requirements for Retiree contributions for coverage by the BG Retiree Plan are modified or amended, those changes shall be automatically incorporated and made part of the Supplemental Plan.

Limits on Benefits

Benefits will not be paid beyond the amount of Accumulated Contributions determined by the Trustees to be available for this purpose. Local 369 and BG are regularly informed of the amount of Accumulated Contributions in the UWUA Fund. The Board of Trustees will notify the Participants

through BG and Local 369 if benefits are modified or terminated because of this limitation.

GENERAL PROVISIONS

Authority

The Board of Trustees has the authority to control and manage the administration of this Supplemental Plan subject to the Agreement and Declaration of Trust of the UWUA Fund, the Collective Bargaining Agreement(s), the participation agreement between BG and the UWUA Fund, and ERISA. The Board of Trustees has complete authority and discretion to interpret the provisions of the Supplemental Plan.

Claims for Benefits

Claims for payment of benefits under the Supplemental Plan are submitted to the UWUA Fund by the third party administrator designated to collect the Retirees' shares of premiums for the BG Retiree Plan on behalf of eligible Retirees. If you are a Retiree, you, therefore, should not submit a claim for benefits to the UWUA Fund unless you have been asked to make Retiree payments to BG Retiree Plan and you believe that you are eligible for benefits from the Supplemental Fund. Before submitting a claim for benefits, you should verify eligibility with your Local 369 representative. Disputes concerning health care benefits provided by the BG Retiree Plan will be resolved in accordance with the HMO's rules and procedures and the plan documents governing the BG New England Union Employees Medical Plan.

Appeals Procedure When a Claim for Benefits is Denied

In the event that you make a claim for health care benefits under this Plan and that claim is denied in whole or in part, or if the Trustees require additional time due to special circumstances to reach a decision, you will be notified by the plan administrator within 60 days of receipt of your claim. Claims must be filed, on a form approved by the Trustees, no later than six months following the date on which the benefit, in the normal course, would have been paid. The written denial will state:

- (a) the specific reasons;
- (b) a reference to the specific Plan provision(s) on which the denial is based;

- (c) a description of any additional material or information necessary to correct the claim and the reason why such material or information is needed; and
- (d) an explanation of the Plan's claim review procedures.

If health care benefits are denied, in whole or in part; if you disagree with a Plan policy, determination, or action in whole or in part; if you have a question concerning your claim; or if you have been adversely affected by an action or decision of the Board of Trustees, you should file a written appeal to the Board of Trustees at the address set out below.

Your written appeal should state the reason for your appeal. The Trustees or a designated committee of the Trustees will review your appeal at their next regularly scheduled meeting immediately following the receipt of your appeal unless your appeal was received by the Fund Office, or, if it is earlier, within 60 days of the filing of the appeal. If special circumstances require an extension of the time for review by the Trustees, you will be notified in writing.

You will receive written notice of the decision of the Trustees promptly following the review. The notice will explain the reason for the decision, will include references to Plan provisions on which the decision is based, and may indicate if additional information might help your claim.

In connection with an appeal or renewed appeal, you may review documents in the Fund Office after making arrangements or you may request that documents be provided to you.

Termination of the Supplemental Plan

In the event that the Trustees determine that termination of the Supplemental Plan is required, the Trustees will provide at least ninety (90) days written notice to BG and Local 369 or their successors. Should the Supplemental Plan terminate, the Board of Trustees shall, in their exclusive discretion, after the payment or provision for the payment of benefits payable prior to the date of termination, use any remaining Accumulated Contributions until they are exhausted to provide health and welfare benefits for Participants at the time of termination, or to transfer remaining Accumulated Contributions to an appropriate successor plan as designated by BG and Local 369 or

their successors.

Controlling Law

This Supplemental Plan and all rights thereunder will be governed by and construed in accordance with the laws of the State of Maryland except where applicable Federal laws and regulations control.

Liability of Plan

The use of services of any health care provider is the voluntary act of the Participant or dependent even in cases where the BG Retiree Plan limits coverage to certain providers. The health care providers rendering service in connection with this Supplemental Plan are independent contractors, and as such, the Supplemental Plan makes no representation regarding the quality of service or treatment of any provider and is not responsible for the negligence of any provider rendering services or supplies in connection with this Supplemental Plan.

GENERAL INFORMATION

Plan Name

Supplemental Health Plan for BG New England Power Services, Inc. Retired Employees, a Plan of the UWUA Health and Welfare Fund.

Type of Plan

Health benefit plan

Plan Number

501

Sponsor's Name and Address

UWUA National Health and Welfare Fund
9411 Philadelphia Road, Suite S

Baltimore, MD 21237

Plan Identification Number

53-0183102

Type of Administration

The Supplemental Plan is administered by the Board of Trustees of the UWUA Health and Welfare Fund.

Plan Administrator

The Board of Trustees
UWUA Health and Welfare Fund
9411 Philadelphia Road, Suite S
Baltimore, MD 21237
(800) 920 8116

Service of Legal Process

Service of legal process may be made on any one of the Trustees at his or her address listed below.

Plan Trustees

Trustees

Donald Wightman
UWUA Health and Welfare Fund
9411 Philadelphia Road, Suite S
Baltimore, MD 21237

Robert Mitchell
UWUA Health and Welfare Fund
9411 Philadelphia Road, Suite S
Baltimore, MD 21237

Employer Trustees

Michael McNally
1 Westinghouse Plaza, Building D
Hyde Park, MA 02136-205987

John J. Higgins
87 Ellenville Road
Plymouth, MA 02360

Collective Bargaining Agreement and Employer Sponsors

The Supplemental Plan is maintained pursuant to a Collective Bargaining Agreement. Copies of the agreement may be obtained by Participants upon written request to the Plan Administrator and are available within 30 calendar days after written request is received. The Collective Bargaining Agreement is also available from the Employer or Local 369.

Upon written request to the Board of Trustees, you may obtain a complete list of employers or employee organizations sponsoring the plan and information concerning whether a particular Employer or employee organizations is a sponsor of the Plan, and, if so, the address of that sponsor.

Your ERISA Rights Under the Plan

As a participant in the Supplemental Health Plan for BG New England Power Services, Inc. Retired Employees, a Plan of the UWUA Health and Welfare Fund., you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan administrator's office and at the offices of your local unions, all documents governing the plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including any insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of a summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the

Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Table 1

Retiree's Point Total With 20+ Years of Service		Retiree's Age							Pts	Cost Share		
		59	60	61	62	63	64	65		Retiree	Trust	
Spouse's Age Difference	0	85	85	85	85	85	85	85	85	85	20%	80%
	1	84	85	85	85	85	85	85	85	84	21%	79%
	2	83	85	85	85	85	85	85	85	83	23%	77%
	3	82	84	85	85	85	85	85	85	82	24%	76%
	4	81	83	85	85	85	85	85	85	81	25%	75%
	5	80	82	84	85	85	85	85	85	80	27%	73%
	6	79	81	83	85	85	85	85	85	79	28%	72%
	7	78	80	82	84	85	85	85	85	78	29%	71%
	8	77	79	81	83	85	85	85	85	77	30%	70%
	9	76	78	80	82	85	85	85	85	76	32%	68%
	10	75	77	79	81	84	85	85	85	75	33%	67%
	11	74	76	78	80	83	84	85	85	74	34%	66%
	12	73	75	77	79	82	83	85	85	73	36%	64%
	13	72	74	76	78	81	82	84	84	72	37%	63%
	14	71	73	75	77	80	81	83	83	71	38%	62%
	15	70	72	74	76	79	80	82	82	70	40%	60%
	16	69	71	73	75	78	79	81	81	69	41%	59%
	17	68	70	72	74	77	78	80	80	68	42%	58%
	18	67	69	71	73	76	77	79	79	67	43%	57%
	19	66	68	70	72	75	76	78	78	66	45%	55%
	20	65	67	69	71	74	75	77	77	65	46%	54%
		Points										

Table 2

Retiree Cost Share With Less than 20 Years of Service																
Pts	Years of Service															
	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5
85	20 %	24 %	28 %	32 %	36 %	40 %	44 %	48 %	52 %	56 %	60 %	64 %	68 %	72 %	76%	80%
84	21 %	25 %	29 %	33 %	37 %	41 %	45 %	50 %	54 %	58 %	62 %	66 %	70 %	74 %	78%	82%
83	23 %	27 %	31 %	35 %	39 %	43 %	47 %	51 %	55 %	59 %	63 %	67 %	71 %	75 %	79%	83%
82	24 %	28 %	32 %	36 %	40 %	44 %	48 %	52 %	56 %	60 %	64 %	68 %	72 %	76 %	80%	84%
81	25 %	29 %	33 %	37 %	41 %	45 %	49 %	53 %	57 %	61 %	65 %	69 %	73 %	77 %	81%	85%
80	27 %	31 %	35 %	39 %	43 %	47 %	51 %	55 %	59 %	63 %	67 %	71 %	75 %	79 %	83%	87%
79	28 %	32 %	36 %	40 %	44 %	48 %	52 %	56 %	60 %	64 %	68 %	72 %	76 %	80 %	84%	88%
78	29 %	33 %	37 %	41 %	45 %	49 %	53 %	57 %	61 %	65 %	69 %	73 %	77 %	81 %	85%	89%
77	30 %	34 %	38 %	42 %	46 %	50 %	54 %	58 %	62 %	66 %	70 %	74 %	78 %	82 %	86%	90%
76	32 %	36 %	40 %	44 %	48 %	52 %	56 %	60 %	64 %	68 %	72 %	76 %	80 %	84 %	88%	92%
75	33 %	37 %	41 %	45 %	49 %	53 %	57 %	61 %	65 %	69 %	73 %	77 %	81 %	85 %	89%	93%
74	34 %	38 %	42 %	46 %	50 %	54 %	58 %	62 %	66 %	70 %	74 %	78 %	82 %	86 %	90%	94%
73	36 %	40 %	44 %	48 %	52 %	56 %	60 %	64 %	68 %	72 %	76 %	80 %	84 %	88 %	92%	96%
72	37 %	41 %	45 %	49 %	53 %	57 %	61 %	65 %	69 %	73 %	77 %	81 %	85 %	89 %	93%	97%
71	38 %	42 %	46 %	50 %	54 %	58 %	62 %	66 %	70 %	74 %	78 %	82 %	86 %	90 %	94%	98%
70	40 %	44 %	48 %	52 %	56 %	60 %	64 %	68 %	72 %	76 %	80 %	84 %	88 %	92 %	96%	100 %
69	41 %	45 %	49 %	53 %	57 %	61 %	65 %	69 %	73 %	77 %	81 %	85 %	89 %	93 %	97%	100 %
68	42 %	46 %	50 %	54 %	58 %	62 %	66 %	70 %	74 %	78 %	82 %	86 %	90 %	94 %	98%	100 %
67	43 %	47 %	51 %	55 %	59 %	63 %	67 %	71 %	75 %	79 %	83 %	87 %	91 %	95 %	99%	100 %
66	45 %	49 %	53 %	57 %	61 %	65 %	69 %	73 %	77 %	81 %	85 %	89 %	93 %	97 %	100 %	100 %
65	46 %	50 %	54 %	58 %	62 %	66 %	70 %	74 %	78 %	82 %	86 %	90 %	94 %	98 %	100 %	100 %

Retiree's Cost Share

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