

**Blue Cross
Blue Shield**
of Tennessee



2520032065929

NEPC

801 Pine Street
Chattanooga, Tennessee 37402-2555

92 SEP 23 P3:16

September 15, 1992

Ronald D. Allen
Chief, Division of Reporting Compliance
Department of Labor
Pension and Welfare Benefits Administration
Washington, D.C. 20210

Re: Top Hat Plan Statement
Employer Identification Number: 62-0417913

Dear Mr. Allen:

This is in response to your August 31, 1992 letter (copy attached) regarding our Top Hat Statement Letter. As you requested, here is a copy of our Top Hat Plan document "The Supplemental Retirement Program For Certain Employees of Blue Cross and Blue Shield of Tennessee".

As you can see, this program became effective June 1, 1992. The date of our statement filing was June 23, 1992. This statement was submitted timely within the 120 day period after the program became subject to Part 1 of Title 1 of ERISA.

This statement filing was not made as part of the limited grace period filing (March 23, 1992 through September 30, 1992) for Plan administrators who previously failed to file this statement. Therefore, there are no penalties due.

Just contact me if you have any further questions. You may reach me at 755-5710.

Sincerely,

A handwritten signature in black ink that reads "Philip Humfleet". The signature is written in a cursive style.

Philip Humfleet
Manager, Compensation & Benefits

Attachment

PH/par



29
August 31, 1992

Blue Cross Blue Shield of Tennessee, Inc.
801 Pine Street
Chattanooga, Tennessee 37402-2555

Re: Alternative Method of Compliance for Pension Plans for
Selected Employees (DRC-TH# 92-0244)

Employer Identification Number: 62-0427913
Date of Statement: June 23, 1992

Dear Sir or Madame:

This letter acknowledges receipt of your statement submitted on behalf of the subject pension plan(s) pursuant to the Department of Labor's (Department) Regulation 29 CFR Section 2520.104-23, "Alternative Method of Compliance for Pension Plans for Selected Employees" (commonly referred to as "top hat plans").

We are unable to determine if your statement was submitted timely --within 120 days after the plan(s) became subject to Part 1 of Title I of ERISA. Please submit the plan document or summary plan description showing the date that the referenced plan(s) became subject to Part 1 of Title I of ERISA within 30 days of the date of this letter. If you failed to file the statement timely you may not avail yourself of the relief afforded by the alternative method of compliance and, therefore, must comply with all applicable reporting and disclosure requirements under Part 1 of Title I of ERISA. You may, however, take advantage of the "grace period" program described below.

On April 20, 1992, the Department published a notice in the Federal Register (57 FR 14436) announcing an expanded program for assessing civil penalties under ERISA section 502(c)(2). In the same notice, the Department also announced that for a limited "grace period" period (March 23, 1992 until September 30, 1992) plan administrators who voluntarily file overdue annual reports in accordance with the conditions set forth in the notice will be assessed reduced penalties (copy of notice attached). On July 24, 1992, the Department published a notice in the Federal Register (57 FR 33019) clarifying its position with respect to unfunded/fully insured top hat pension plans (copy of notice attached).


If you failed to file a Top Hat Statement within the 120 period you may wish to take advantage of the grace period program. In

order to apply for the reduced grace period penalty amounts, you must resubmit a statement that meets the alternative method of compliance along with a check for the appropriate penalty amount (\$1,000) to the Department before the end of the grace period. Please include the above DRC-TH# on your statement ensure proper identification of your case. Your check must be made Payable to the U.S. Department of Labor, and mailed along with your statement to the following address:

Pension and Welfare Benefits Administration
P.O. Box 75212
Washington, D.C. 20013-5212

For further information concerning the assessment of civil penalties under Section 502(c)(2) of ERISA, refer to Department regulations 29 CFR Sections 2560.502c-2 and 2570.60 and subsequent sections. If you have any questions, you may contact Ms. Karen Lynn Bell at (202) 523-4006. This is not a toll free number.

Sincerely,



Ronald D. Allen
Chief, Division of Reporting Compliance

Attachments

Blue Cross
Blue Shield
of Tennessee



801 Pine Street
Chattanooga, Tennessee 37402-2555

June 23, 1992

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U. S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

RE: Notice of Pension Plan for a Select Group
of Management or Highly Compensated Employees

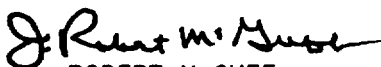
Gentlemen:

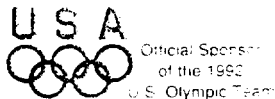
In compliance with the alternative reporting and disclosure requirements set forth in Labor Regs. paragraph 2520.104-23, you are hereby advised that Blue Cross Blue Shield of Tennessee, Inc. maintains an unfunded plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The information requested in Labor Regs. paragraph 2520.104-23 is as follows:

1. Blue Cross Blue Shield of Tennessee, Inc.
2. Employer's Tax Identification Number: 62-0427913
3. Number of Such Plans Maintained by Employer: 1
4. Number of Employees Participating in Plan currently: 1

You are further advised that the Employer, upon request of the Secretary of Labor or his delegate, will provide pertinent plan documents to the Department of Labor.

Very truly yours,


J. ROBERT MCGUFF
President



THE SUPPLEMENTAL RETIREMENT PROGRAM
FOR CERTAIN EMPLOYEES OF
Blue Cross Blue Shield of Tennessee

[Name of Plan]

INTRODUCTION

Blue Cross Blue Shield of Tennessee [Name
of Plan] (the "Employer") has established this Supplemental
Retirement Program for Certain Employees of Blue Cross Blue Shield of Tennessee
[Name of Plan] (the "Supplemental
Program") for the benefit of its employees participating in the
Non-Contributory Retirement Program for Certain Employees
of Blue Cross Blue Shield of Tennessee [Name of Plan]
("Retirement Program").

The purpose of the Supplemental Program is to provide
benefits for employees of the Employer whose benefits under the
Retirement Program are restricted by the limitations of
sections 401(a)(17) and 415 of the Internal Revenue Code
("Code"). Accordingly, that part of the Supplemental Program
that provides benefits in excess of the limitations on benefits
in Code section 415 shall constitute an "Excess Benefit Plan,"
as defined by section 3(36) of the Employee Retirement Income
Security Act of 1974, as amended ("ERISA"), and that part of
the Supplemental Program that provides benefits based on
compensation in excess of the compensation limitation in Code
section 401(a)(17) shall constitute a plan that is maintained
primarily for the purpose of providing deferred compensation for

a select group of management or highly compensated employees within the meaning of sections 201(2), 301(a)(3) and 401(a)(1) of Title I of ERISA. It is intended that the Supplemental Program remain at all times an unfunded program.

ARTICLE I
DEFINITIONS

1.1 General. Except as otherwise indicated in this Article, or as may be clearly required otherwise by the context, capitalized terms that are used in this Supplemental Program shall have the meaning assigned to them in Article 1 of the Retirement Program. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular, in any place or places herein where the context may require such substitution or substitutions.

1.2 "Actuarial Equivalent" shall mean a benefit of equal value, based on the relevant conversion factors specified in the Retirement Program.

1.3 "Administrator" shall mean the person or entity designated as the administrator of the Supplemental Program in Section 3.1.

1.4 "Death Benefit" shall mean the benefit payable under Section 2.3.

1.5 "Employer" shall mean the employer organization specified in the Introduction.

1.6 "Excess Benefit" shall mean the benefit payable under Section 2.2.

1.7 "Normal Form" shall mean (i) in the case of a Participant who is married on the applicable commencement date under Section 2.4, the joint and survivor form of benefit payable under Section 5.01 of the Retirement Program, and (ii) in the case of a Participant who is not married on the applicable commencement date under Section 2.4, a benefit payable only for the lifetime of the Participant

1.8 "Participant" shall mean an employee of the Employer who is a participant in the Retirement Program and whose benefits under the Retirement Program are restricted by the limitations of either Code section 401(a)(17) or Code section 415 or both. The term "Participant" shall include a former employee of the Employer who is entitled to a benefit under the terms of this Supplemental Program.

1.9 "Retirement Program" shall mean the funded retirement program specified in the Introduction.

1.10 "Supplemental Program" shall mean the Supplemental Retirement Program for Certain Employees of Blue Cross Blue Shield of Tennessee

ARTICLE II BENEFITS

2.1 Eligibility for Benefits. Any Participant who is entitled to a benefit under the Retirement Program and who is living as of the applicable commencement date under Section 2.4, shall be eligible for an Excess Benefit as provided in Section 2.2. If a Participant who is married dies before benefits under the Supplemental Program commence, then the Participant's surviving spouse shall be eligible for a Death Benefit as provided in Section 2.3.

2.2 Amount of Excess Benefit. The amount of Excess Benefit payable under the Program shall be determined under subsection (a) or subsection (b) below, depending on whether the Participant's Retirement Program benefit commences after the commencement of his Excess Benefit, and shall be subject to the provisions of subsections (c) and (d).

(a) If the Participant's benefit under the Retirement Program commences either before or at the same time as the commencement of his Excess Benefit under the Supplemental Program, then the Excess Benefit payable under the Program shall be the Actuarial Equivalent of a benefit that is payable in the same manner and commencing at the same time as the Retirement Program benefit that is payable to the Participant, and is equal to the excess, if any, of (i) over (ii);

(i) The amount of benefit that would be payable to the Participant under the Retirement Program, in the manner and commencing at the time elected by the Participant, if the limitations of Code sections 401(a)(17) and 415 did not apply to the calculation and amount of such benefit.

(ii) The amount of benefit actually payable to the Participant under the Retirement Program in the manner and commencing at the time elected by the Participant.

(b) If the Participant's benefit under the Retirement Program commences after the commencement of his Excess Benefit under the Program, then the Excess Benefit payable under the Program shall be the Actuarial Equivalent of a benefit that is

payable in the Normal Form, commencing on the Participant's Normal Retirement Date (or such earlier date on which the Participant's Retirement Program benefit is no longer subject to actuarial reduction for early payment), where the amount of such benefit is equal to the excess, if any, of (i) over (ii):

(i) The amount of benefit that would be payable to the Participant in the Normal Form under the Retirement Program, commencing on the Participant's Normal Retirement Date (or such earlier date on which the Participant's Retirement Program benefit is no longer subject to actuarial reduction for early payment), if the limitations of Code sections 401(a)(17) and 415 did not apply to the calculation and amount of such benefit.

(ii) The amount of benefit that would be payable to the Participant in the Normal Form under the Retirement Program, commencing on the Participant's Normal Retirement Date (or such earlier date on which the Participant's Retirement Program benefit is no longer subject to actuarial reduction for early payment), taking into account the applicable limitations of Code sections 401(a)(17) and 415.

In determining the amount of benefit that would be payable under the Retirement Program for purposes of (i) and (ii), it shall be conclusively presumed, in the case of any Participant who is married on the applicable commencement date under Section 2.4, that the Pre-Retirement Death Benefit coverage available under the Retirement Program has been in effect during the period beginning on the applicable commencement date under Section 2.4 and ending on the Participant's Normal Retirement Date (or such earlier date on which the Participant's Retirement Program benefit is no longer subject to reduction for early payment). No adjustment shall be made to a Participant's Excess Benefit merely because a Participant elects to receive his Retirement Program benefits in a form other than the Normal Form.

(c) An appropriate adjustment shall be made to a Participant's Excess Benefit to the extent that a cost-of-living adjustment under the Retirement Program cannot be paid because of the limitations of Code section 415.

In addition, while benefits may be provided under the terms of this Supplemental Program and the Retirement Program for prior service with other Plans, it is the intent of this Supplemental Program to avoid duplication of benefits provided under this Supplemental Program (and the related Retirement Program) and the supplemental pension programs (and

related pension programs) of such Plans with respect to such prior service. The term "supplemental pension program" refers to a program or individual arrangement (or that portion of a program or individual arrangement) that is designed to provide employees of a Plan with benefits that cannot be paid under the Plan's tax-qualified pension program because of the limitations of sections 401(a)(17) and 415 of the Internal Revenue Code. An excess Benefit payable under the Supplemental Program shall be offset by the amount of employer-provided benefits earned under the supplemental pension program of a prior Plan for a period of service for which credit is given under this Supplemental Program and the Retirement Program. Such offset shall be applied by making the following adjustment in the calculation of the amount specified in subsection (a)(i) or (b)(i), as the case may be. In determining such amount, the employer-provided benefit payable under the other Plan's supplemental pension program shall be treated as being payable under the other Plan's tax-qualified pension program for purposes of the Retirement Program's nonduplication provision. The Administrator shall make such other adjustments as the Administrator in its sole discretion shall determine to be necessary or appropriate to carry out the intent of this nonduplication provision.

(d) Payment of the Excess Benefit shall commence pursuant to Section 2.4, and in the form specified in Section 2.5.

2.3 Amount of Death Benefit. The amount of any Death Benefit payable under the Program shall be determined as follows:

(a) If a Participant dies before his benefit under the Supplemental Program has commenced, but after his benefit under the Retirement Program has commenced, the Death Benefit payable under the Supplemental Program shall equal the survivor portion of the Excess Benefit to which the surviving spouse of the Participant would have been entitled under Sections 2.2 and 2.5 if the Participant had attained age 65, begun to receive his Excess Benefit, and died immediately thereafter.

(b) If a Participant dies before his benefits under the Supplemental Program and the Retirement Program have commenced, the Death Benefit payable to his surviving spouse hereunder shall be determined under paragraph (i) or (ii), depending on whether the Pre-Retirement Death Benefit payable under the Retirement Program commences after the commencement of the Death Benefit payable under the Supplemental Program.

(i) If the Pre-Retirement Death Benefit payable under the Retirement Program commences either before or at the same time as the commencement of the Death Benefit payable hereunder, the amount payable to the Participant's surviving spouse as a Death Benefit hereunder shall be the Actuarial Equivalent of a benefit that is payable in the same manner and at the same time as the spouse's Pre-Retirement Death Benefit under the Retirement Program and equal to the excess, if any, of the Pre-Retirement Death Benefit that would be payable under the Retirement Program if the limitations of Code sections 401(a)(17) and 415 did not apply to the Retirement Program, over the Pre-Retirement Death Benefit actually payable under the Retirement Program.

(ii) If the Pre-Retirement Death Benefit payable under the Retirement Program commences after the commencement of the Death Benefit payable hereunder, the amount payable to the Participant's surviving spouse as a Death Benefit hereunder shall be the Actuarial Equivalent of a benefit that is payable for the lifetime of the surviving spouse, commencing on the Participant's Normal Retirement Date (or such earlier date on which the Pre-Retirement Death Benefit payable under the Retirement Program is no longer subject to

actuarial reduction for early payment), where the amount of such benefit is equal to the excess, if any, of (A) over (B):

(A) The Pre-Retirement Death Benefit that would be payable to the surviving spouse under the Retirement Program, commencing on the Participant's Normal Retirement Date (or such earlier date on which such benefit is no longer subject to actuarial reduction for early payment), if the limitations of Code sections 401(a)(17) and 415 did not apply to the Retirement Program.

(B) The Pre-Retirement Death Benefit that would be payable to the surviving spouse under the Retirement Program, commencing on the Participant's Normal Retirement Date (or such earlier date on which such benefit is no longer subject to actuarial reduction for early payment), taking into account the applicable limitations of Code sections 401(a)(17) and 415.

A Death Benefit payable under the Supplemental Program shall be offset by the amount of employer-provided benefit payable under a supplemental pension program (as defined in Section 2.2(c) of the Supplemental Program) of a Plan for a period of service for which credit is given under this Supplemental Program and the Retirement Program. Such offset

shall be applied by making the following adjustment in the calculation of: (I) the amount in subsection (b)(i) of the Pre-Retirement Death Benefit that would be payable under the Retirement Program if the limitations of Code sections 401(a)(17) and 415 did not apply; and (II) the amount payable in subsection (b)(ii)(A). In determining such amount, the employer-provided benefit payable under the supplemental pension program (immediately prior to the Participant's death) shall be treated as being payable under the other Plan's tax-qualified pension program for purposes of the Retirement Program's nonduplication provision. This offset shall apply whether or not the Participant has waived the relevant death benefit under the other Plan's supplemental pension program. The Administrator shall make such other adjustments as the Administrator in its sole discretion shall determine to be necessary or appropriate to carry out the intent of this nonduplication provision.

If the Participant has waived the Pre-Retirement Death Benefit under the Retirement Program, no Death Benefit shall be payable under this subsection (b).

(c) If a Participant dies after his benefit under the Supplemental Program has commenced, no Death Benefit shall be payable under the Supplemental Program except to the

extent that the Participant was receiving his Excess Benefit in the form of a joint and 50% survivor annuity pursuant to Section 2.5, in which case his surviving spouse shall be entitled to the survivor portion of such annuity.

2.4 Commencement. In the case of a Participant who terminates Employment with the Employer on or after attaining age 55, his Excess Benefit shall commence as of the first day of the first month coincident with or next following the date the Participant terminates Employment with the Employer. In the case of a Participant who terminates Employment with the Employer prior to attaining age 55, his Excess Benefit shall commence as of the date the Participant's Vested Benefit under the Retirement Program is first payable without actuarial reduction for early commencement.

In the case of a Participant whose Employment with the Employer terminates (for any reason, including death) on or after attaining age 55, any Death Benefit payable under this Supplemental Program shall commence as of the first day of the first month coincident with or next following the date on which the Participant dies. In the case of a Participant whose Employment with the Employer terminates (for any reason, including death) prior to attaining age 55, any Death Benefit payable under this Supplemental Program shall commence as of the

first day of the first month coincident with or next following the later of (i) the date on which the Participant dies, or (ii) the date on which the Participant would have attained age 65 (or such earlier age at which his Retirement Program benefit would no longer be subject to actuarial reduction for early payment).

2.5 Form of Benefit. If a Participant is married on the date the Excess Benefit commences, the Excess Benefit shall be paid as a joint and 50% survivor annuity and the survivor beneficiary shall be the person married to the Participant on the date the Excess Benefit commences, if that person survives the Participant. If the Participant is not married on the date the Excess Benefit commences, the Excess Benefit shall be paid as an annuity for the Participant's life only.

Death Benefits shall be payable for the life of the Participant's spouse only.

2.6 Suspension of Benefits. If a Participant's benefit under the Retirement Program is suspended after such benefit has commenced (or would have been suspended if the Participant had elected to receive his benefit early under the Retirement Program), then the Participant's Excess Benefit shall be suspended if it has already commenced. The Participant's Excess

Benefit shall commence again upon recommencement of the Participant's Retirement Program benefit (or upon what would have been recommencement if, as above, the Participant had elected to receive his benefit early under the Retirement Program), and shall be redetermined as of such recommencement.

2.7 Payment of Benefits. Benefits payable under the Supplemental Program shall be paid directly to the Participant, or to the Participant's surviving spouse, as applicable, from the general assets of the Employer. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Employer under this Supplemental Program, such right shall be no greater than the right of any unsecured general creditor of the Employer. In the event that the Employer establishes an advance accrual reserve on its books against its future liability under the Supplemental Program, such reserve shall not constitute an asset of the Supplemental Program but shall at all times remain part of the general assets of the Employer subject to the claims of the Employer's creditors.

2.8 No Other Benefit. Benefits shall be paid to a Participant or his surviving spouse only to the extent provided in Section 2.2 or 2.3.

2.9 Forfeiture of Benefit. Notwithstanding anything herein to the contrary, any amounts to which a Participant or his surviving spouse would be entitled under this Supplemental Program shall be forfeited if (i) the Participant is discharged from Employment with the Employer for acts which, in the sole judgment of the Administrator, constitute embezzlement of funds, or (ii) the Participant's Employment terminates by dismissal for cause and the circumstances surrounding such dismissal are such that the Administrator, in its sole discretion, determines that forfeiture of the benefit otherwise payable under the Supplemental Program is warranted.

ARTICLE III
- ADMINISTRATION

3.1 Administrator. The Blue Cross Blue Shield of Tennessee shall be the Administrator of the Supplemental Program.

3.2 Duties of the Administrator. The Administrator shall administer the Supplemental Program in accordance with its terms and purposes and shall have authority to interpret the Supplemental Program, to make any necessary rules and regulations, and to determine benefits under the Supplemental Program. The Administrator shall also be responsible for complying with statutory reporting and disclosure requirements. The Administrator shall not be subject to liability with respect to the administration of the Supplemental Program.

3.3 Claims Procedures/Decision of Administrator. In general, distributions under this Supplemental Program are automatic and no claim for benefits need be filed. However, a Participant (or the Participant's surviving spouse) may submit a claim for benefits under this Plan in writing to the Administrator. The following procedure shall apply in such case:

"(a) If such claim for benefits is wholly or partially denied, the Administrator shall notify the claimant of the denial of the claim within a reasonable period of time, but no later than 90 days after receipt of the written claim, unless special circumstances require an extension of time for processing the claim. In such event, written notice of the extension shall be furnished to the claimant prior to the end of the 90 day period and shall indicate the special circumstances requiring the extension and the date by which a final decision is expected. In no event shall the extension period exceed 90 days from the end of the initial 90 day period. The notice of denial: (i) shall be in writing; (ii) shall be written in a manner calculated to be understood by the claimant; and (iii) shall contain (A) the specific reason or reasons for denial of the claim; (B) a specific reference to the pertinent Supplemental Program provisions upon which the denial is based; (C) a description of any additional material or information necessary for the claimant to perfect the claim; and (D) an explanation of the Supplemental Program's claims review procedure.

"(b) Within 60 days of the receipt by the claimant of the written notice of denial of the claim, or if the claim has not been granted within the applicable time period, the claimant may file a written request with the Administrator that it conduct a full and fair review of the denial of the claimant's claim for benefits. In connection with the claimant's appeal of the denial of his benefit, the claimant may review pertinent documents and may submit issues and comments in writing."

"(c) The Administrator shall deliver to the claimant a written decision on the claim promptly, but not later than 60 days after the receipt of the claimant's request for review, except that if there are special circumstances which require an extension of time for processing, the 60-day period shall be extended to a maximum of 120 days, in which case written notice of the extension shall be furnished to the claimant prior to the end of the 60-day period. The Administrator's decision shall: (i) be written in a manner calculated to be understood by the claimant, (ii) include specific reasons for the decision; and (iii) contain specific references to the pertinent Supplemental Program provisions upon which the decision is based. If a written decision on review is not furnished to the claimant within the applicable time period, the claim shall be deemed denied on review."

ARTICLE IV
AMENDMENT AND TERMINATION

4.1 Amendment and Termination of the Program.

Although the Employer intends to maintain the Supplemental Program for as long as necessary, the Employer reserves the right to amend or terminate the Supplemental Program at any time for whatever purposes it may deem appropriate.

4.2 Contractual Obligation. Notwithstanding Section

4.1, the Employer hereby makes a contractual commitment to pay the benefits accrued under the Supplemental Program as of the date of amendment or termination, but subject to the terms of the Supplemental Program (including Section 2.9).

ARTICLE V
MISCELLANEOUS

5.1 Employment Rights. Nothing contained in the

Supplemental Program shall be construed as a contract of employment between the Employer and the Participant, or as a right of any employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its employees, with or without cause.

5.2 Assignment. The benefits payable under the

Supplemental Program may not be assigned or alienated.

5.3 Applicable Law. The Supplemental Program shall be

governed by the laws of Tennessee, except where preempted by ERISA.

RESOLUTION
OF THE EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS
OF

Blue Cross Blue Shield of Tennessee
[Name of Plan]

WHEREAS, Blue Cross Blue Shield of Tennessee
[Name of Plan] (the "Employer") maintains the Non-contributory
Retirement Program for Certain Employees of Blue Cross Blue
Shield of Tennessee [Name of Plan] ("Retirement Program");

WHEREAS, the benefits otherwise payable to certain participants
in the Retirement Program must be reduced in order to comply with the
limitations imposed by sections 401(a)(17) and 415 of the Internal
Revenue Code; and

WHEREAS, the Executive Committee, acting on behalf of the Board
of Directors, believes it is fair and equitable and in the best
interest of the Employer to provide additional benefits, on an unfunded
basis, to participants in the Retirement Program whose benefits
thereunder are reduced as a result of the limitations imposed;

NOW, THEREFORE, BE IT RESOLVED:

That the Employer shall, and it hereby does, establish the
Supplemental Retirement Program For Certain Employees of
Blue Cross Blue Shield of Tennessee [Name of Plan], in
the form attached hereto, effective June 1, 1992.

CERTIFICATION

I, Carney Wright, do hereby certify that
(i) I am the duly appointed Secretary/Treasurer of
Blue Cross Blue Shield of Tennessee {Name of Plan}, (ii)
that the Executive Committee of the Board of Directors,
acting for the Board of Directors, duly and legally adopted
the resolution attached hereto on April 28, 19 92, and
(iii) that said resolution has not been rescinded, repealed
or in any way amended and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as
Secretary/Treasurer this 21st day of May, 19 92

Carney Wright
Secretary/Treasurer