AMENDMENT NUMBER 3 TO
GROUP CONTRACT LG-91475-PA-1
COMMONWEALTH CONTRACT NUMBER 4400002318

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION
AND
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

This Amendment between Prudential Insurance Company of America, Federal Identification Number [redacted] and the Commonwealth of Pennsylvania, entered into this _____ day of _____, _____, amends Group Contract LG-91475-PA-1, Commonwealth Contract Number **4400002318**, which was executed between the parties effective September 1, 2008.

WITNESSETH:

WHEREAS, The Commonwealth of Pennsylvania wishes to change the number of days from 31 to 60 for enrollment with no evidence of insurability required for Optional Employee Term Life and Optional Dependents Term Life Coverages;

WHEREAS, the terms of contract **4400002318** provide for such changes;

WHEREAS the terms of contract **4400002318** provide that changes in the number of days for enrollment with no evidence of insurability required will not result in a change to the per employee per thousand dollars of coverage rate, unless Prudential's risk is changed by at least 10%, in which case the parties have agreed to enter into good faith negotiations;

WHEREAS the above referenced changes to the number of days for enrollment with no evidence of insurability required for the effected employees does not change Prudential's risk by 10% or greater;

WHEREAS, the forms in the booklet certificates approved by the Pennsylvania Department of Insurance as fulfilling the notice requirements of Pennsylvania Insurance Regulations were incorporated in contract **4400002318**;

WHEREAS, the forms in the booklet certificates created by Prudential for compliance with insurance regulations of the Pennsylvania Department of Insurance have not yet been updated to reflect the above stated changes in the number of days for enrollment with no evidence of insurability required;

WHEREAS, the Commonwealth of Pennsylvania and Prudential wish to update the booklet certificates and notice documents;

WHEREAS, the parties wish to amend the Contract to reflect this change in the number of days for enrollment with no evidence of insurability required and to include current provisions as of May 1, 2010, in certificates for Optional Employee Term Life and Dependents Term Life coverages for all Permanent full-time Employees and Permanent part-time Employees who work at least 50% of full-time hours in agencies who participate in the Commonwealth's Human Resources/Payroll system.

NOW THEREFORE, in consideration of the covenants contained herein, and agreeing to be legally bound, the parties do hereby agree as follows:

I. The notice of change bearing the code "91475, BNC, Optional Life, 05-01-2010, 65" is attached, as of May 1, 2010 , to the certificate bearing the code "91475, LIFE-DEP LIFE, All Permanent Employees, Ed 5-2008, 13" for Optional Employee Term Life and Dependents Term Life for all Permanent full-time Employees and Permanent part-time Employees who work at least 50% of full-time hours in agencies who participate in the Commonwealth's Human Resources/Payroll system.

II. The page entitled SCHEDULE OF PLANS is deleted and replaced with the Schedule of Plans attached to this amendment as of May 1, 2010.

III. The certificate for Optional Employee Term Life and Dependents Term Life for all Permanent full-time Employees and Permanent part-time Employees who work at least 50% of full-time hours in agencies who participate in the Commonwealth's Human Resources/Payroll system, and the notice of change attached to that certificate and bearing the code "91475, BNC, Optional Life, 05-01-2010, 65" are completely replaced for such employees, as of May 1, 2010, by the certificate bearing the code "91475, LIFE-DEP LIFE, All Permanent Employees, Ed 4-2010, 64".

This Amendment is in addition to, and not in substitution of prior amendments, and except as specifically amended herein, all other items and conditions of the Contract and any prior amendments shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first stated above.

FOR PRUDENTIAL INSURANCE COMPANY OF AMERICA, Inc:
Federal ID Number[redacted]

June 29, 2010

By: [redacted] Vice President, Contracts [redacted]

FOR THE COMMONWEALTH OF PENNSYLVANIA:

Approved as to Form and Legality:

By _____
Office of General Counsel (Date)

Approved as to Form and Legality:

By _____
Deputy Attorney General (Date)

Approved:

By _____
Secretary of General Services (Date)

Approved:

By _____
Office of Administration (Date)

Approved as to Form and Legality:

By _____
Chief Counsel (Date)
Office of Administration

Approved that funds will be available contingent upon receipt from participating agencies:

By _____
Governor's Office Comptroller (Date)

Schedule of Plans

Effective Date: May 1, 2010

Group Contract No.: LG-91475-PA-1

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

1. **Covered Class:** All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

   Plan of Benefits that Applies to this Covered Class:

   The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:

   (a) With the Program Date of May 1, 2010;

   (b) and bearing the code "91475, LIFE-DEP LIFE, All Permanent Employees, Ed 4-2010, 64".

RIDER TO BE ATTACHED TO YOUR BOOKLET

NOTICE OF CHANGE

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Agencies): All Permanent full-time Employees and Permanent part-time Employees who work at least 50% of full-time hours in agencies who participate in the Commonwealth's Human Resources/Payroll system.

Effective Date of Change: The first day on or after May 1, 2010 on which you are insured (see the section of your Booklet entitled "When You Become Insured"). The section of your Booklet entitled "Delay of Effective Date" applies to this change.

Group Contract No.: LG-91475-PA-1

Your Booklet coded "91475, LIFE-DEP LIFE, All Permanent Employees, Ed 5-2008, 13" is changed as follows:

- The **Increases and Decreases** and **Changing Plans at Annual Enrollment** provisions of the **OPTIONAL EMPLOYEE TERM LIFE COVERAGE** section of the **Schedule of Benefits** are replaced by the following:

Increases and Decreases: You may elect to have your amount of insurance under the Coverage changed within 60 days of a Life Event. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase, you must give evidence of insurability. The amount of your insurance will be increased when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

If your amount of insurance at any time is over the Non-Medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the limit can become effective. (See the Non-Medical Limit on Amount of Insurance provision above.)

If you request a decrease, the amount of your insurance will be decreased on the date of your written request.

The "Definitions" section explains what "Life Event" means.

Changing Plans at Annual Enrollment: You may enroll for Optional Employee Term Life Coverage or you may elect to have your amount of insurance under the Coverage changed during the Annual Enrollment Period. You must do this on a form approved by Prudential and agree to make any required contributions.

You must give evidence of insurability if: (a) you enroll more than 60 days after you first could have been covered; or (b) if you request an increase of more than one option. Changes will become effective on the date designated by Prudential. But a new enrollment or an increase of more than one option, which are subject to evidence, will be effective on the date Prudential decides the evidence is satisfactory, if this date is later. The Delay of Effective Date section applies to all changes except decreases.

Any Non-medical Limit will apply to an increased amount of coverage.

The "Definitions" section explains what "Annual Enrollment Period" means.

- The **Increases and Decreases** and **Changing Plans at Annual Enrollment** provisions of the **OPTIONAL DEPENDENTS TERM LIFE COVERAGE** section of the **Schedule of Benefits** are replaced by the following:

Increases and Decreases: You may elect to have the amount of insurance on your dependents changed within 60 days of a Life Event. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request an increase in the amount of insurance on your spouse or Domestic Partner, you must give evidence of insurability for your spouse or Domestic Partner. The amount of insurance on your spouse or Domestic Partner will be increased when Prudential decides the evidence is satisfactory and your spouse or Domestic Partner is not home or hospital confined for medical care or treatment.

If the amount of insurance on your spouse or Domestic Partner at any time is more than the Non-medical Limit, you must give evidence of insurability for your spouse or Domestic Partner satisfactory to Prudential before the part over the limit can become effective. (See the Non-medical Limit on Amount of Insurance for Your Spouse or Domestic Partner provision above.)

If you request an increase in the amount of insurance for a dependent child, the amount of insurance on the child will be increased on the date of your written request or, if later, when the child is not home or hospital confined for medical care or treatment. Evidence of insurability is not required for an increase in the amount of insurance on a child.

If you request a decrease in the amount of insurance on any dependent, the amount of insurance on that dependent will be decreased on the date of your written request.

Changing Plans at Annual Enrollment: You may enroll for Optional Dependents Term Life Coverage or you may elect to have your amount of insurance for your dependents under the Coverage changed during the Annual Enrollment Period. You must do this on a form approved by Prudential and agree to make any required contributions.

You must give evidence of insurability if: (a) you enroll for your dependent more than 60 days after the dependent first could have been covered; or (b) if you request an increase for your spouse or Domestic Partner. Changes will become effective on the date designated by Prudential. But a new enrollment or an increase for your spouse or Domestic Partner, which are subject to evidence, will be effective on the date Prudential decides the evidence is satisfactory, if this date is later.

If you request an increase in the amount of insurance for a dependent child, the amount of insurance on the child will be increased on the date of your written request or, if later, when the child is not home or hospital confined for medical care or treatment. Evidence of insurability is not required for an increase in the amount of insurance on a child.

The Delay of Effective Date section applies to all changes except decreases.

Any Non-medical Limit for your spouse or Domestic Partner will apply to an increased amount of coverage.

The "Definitions" section explains what "Annual Enrollment Period" means.

- The **FOR EMPLOYEE INSURANCE** and **FOR DEPENDENTS INSURANCE** sections of **When You Become Insured** are replaced by the following:

FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will begin the first day on which:

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Employee Insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within 60 days of when you could first be covered, or within 60 days of a Life Event.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

The "Definitions" section explains what "Life Event" means.

When evidence is required: In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

(1) For Contributory Insurance, you enroll more than 60 days after you could first be covered.

(2) You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.

(3) You wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.

(4) You have not met a previous evidence requirement. The evidence was required for you to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

FOR DEPENDENTS INSURANCE

Your Dependents Insurance under a Coverage for a person will begin the first day on which all of these conditions are met:

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- To be insured for a Qualified Dependent under the Dependents Term Life Coverage, you must be insured under the Optional Employee Term Life Coverage of the Group Contract.

- You have met any evidence requirement for that Qualified Dependent.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under that Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. You may enroll for Contributory Insurance within 60 days of when you could first be covered, or within 60 days of a Life Event.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

The "Definitions" section explains what "Life Event" means.

When evidence is required: In any of these situations, you must give evidence of insurability for a Qualified Dependent spouse or Domestic Partner. This requirement will be met when Prudential decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent child.

(1) For Contributory Insurance, you enroll for Dependents Insurance under a Coverage more than 60 days after you are first eligible for Dependents Insurance.

(2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.

(3) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

Change in Family Status: It is important that you inform Prudential promptly when you first acquire a Qualified Dependent. You should also inform Prudential if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent spouse or Domestic Partner only.
- Qualified Dependent spouse or Domestic Partner and children.
- Qualified Dependent children only.

If you are insured under a Coverage for one or more children, you need not report additional children.

Forms are available for reporting these changes.

All other provisions in your Booklet remain unchanged.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA