

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Services Industry  
Participating Subscriber: VMWare, Inc.  
(herein called the Subscriber)

Policy No.: FLX - 962456

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

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Participating Subscriber: VMWare, Inc.  
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Policy No.: FLX - 962456

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

1. This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

Effective January 1, 2020, the Amount of Insurance under the Employee Benefits section in the Schedule of Benefits for Class 1 is deleted in its entirety and is replaced by the following:

Amount of Insurance	An amount elected in units of \$10,000
Minimum Benefit:	\$10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) \$750,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 5 times Annual Compensation or \$2,000,000

2. This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

Effective January 1, 2020, the Amount of Insurance under the Spouse or Domestic Partner Benefits section in the Schedule of Benefits for Class 1 is deleted in its entirety and is replaced by the following:

Amount of Insurance	Units of \$5,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) \$100,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	\$375,000

3. This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

Effective January 1, 2020, the Amount of Insurance under the Dependent Child Benefits section in the Schedule of Benefits for Class 1 is deleted in its entirety and is replaced by the following:

Amount of Insurance	\$20,000
	The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500.

All Dependent Child benefits are Guaranteed Issue.

4. This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The following Enrollment Event is added under the Schedule of Benefits for Class 1:

The Enrollment Period shall be from October 28, 2019 through November 30, 2019 for coverage effective January 1, 2020.

*This enrollment will be subject to the provisions regarding coverage changes during the enrollment period and all other provisions of the policy.*

*For Employees*

During this Enrollment Period, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit up to the Guaranteed Issue Amount without satisfying the Insurability Requirement. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy up to the Guaranteed Issue Amount, without satisfying the Insurability Requirement.

An eligible Employee may increase coverage or become insured for a Benefit in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Employee.

*For Spouses*

During this Enrollment Period, a Spouse currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit up to the Guaranteed Issue Amount, and a Spouse who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy up to the Guaranteed Issue Amount without satisfying the Insurability Requirement.

An eligible Spouse may increase coverage or become insured for a Benefit in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Spouse.

5. This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

Effective January 1, 2020, the Spouse under the Eligibility for Insurance is deleted in its entirety and is replaced by the following:

**Spouse**

If an Insured is eligible to elect Spouse coverage, the Spouse is eligible to be insured on the date the Employee is eligible or the date he or she becomes a Spouse of an Employee, if later.

For the purpose of eligibility, the Spouse must be the lawful Spouse of the Employee and not legally separated or divorced from, or widowed by the Employee.

6. Effective January 1, 2020, the rates shown on the attached Schedule of Rates will be in force for coverage under the Policy.

No change in rates will be made until 36 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



William J. Smith, President

Date: October 14, 2019 (Revised Date: December 19, 2019)

Amendment No. 10

TL-004780

## SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### FOR EMPLOYEE BENEFITS

#### Voluntary Life Insurance

Monthly Rates are based on units of \$1,000

Under Age 20	\$.075	Age 60 - 64	\$1.26
Age 20 - 24	\$.075	Age 65 - 69	\$2.33
Age 25 - 29	\$.075	Age 70 - 74	\$3.78
Age 30 - 34	\$.108	Age 75 - 79	\$3.78
Age 35 - 39	\$.148	Age 80 - 84	\$3.78
Age 40 - 44	\$.181	Age 85 - 89	\$3.78
Age 45 - 49	\$.28	Age 90 - 94	\$3.78
Age 50 - 54	\$.503	Age 95 and over	\$3.78
Age 55 - 59	\$.965		

A change in rates due to a change in the Employee's age will become effective on the Policy Anniversary coinciding with or following the Employee's birthday.

### FOR SPOUSE OR DOMESTIC PARTNER BENEFITS

#### Voluntary Life Insurance

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.075	Age 60 - 64	\$1.26
Age 20 - 24	\$.075	Age 65 - 69	\$2.33
Age 25 - 29	\$.075	Age 70 - 74	\$3.78
Age 30 - 34	\$.108	Age 75 - 79	\$3.78
Age 35 - 39	\$.148	Age 80 - 84	\$3.78
Age 40 - 44	\$.181	Age 85 - 89	\$3.78
Age 45 - 49	\$.28	Age 90 - 94	\$3.78
Age 50 - 54	\$.503	Age 95 and over	\$3.78
Age 55 - 59	\$.965		

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary coinciding with or following the Spouse's birthday.

### FOR DEPENDENT CHILD BENEFITS

**Voluntary Life Insurance**                      \$3.96 Per \$20,000

**FOR FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

Under Age 20	\$ .153	Age 45 - 49	\$ .384
Age 20 - 24	\$ .144	Age 50 - 54	\$ .726
Age 25 - 29	\$ .153	Age 55 - 59	\$ 1.347
Age 30 - 34	\$ .177	Age 60 - 64	\$ 2.461
Age 35 - 39	\$ .19	Age 65 - 69	\$ 4.065
Age 40 - 44	\$ .243		

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary coinciding with or following the Former Employee's birthday.

**FOR FORMER SPOUSE OR DOMESTIC PARTNERS OR SPOUSE OR DOMESTIC PARTNERS OF FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

Under Age 20	\$ .153	Age 45 - 49	\$ .384
Age 20 - 24	\$ .144	Age 50 - 54	\$ .726
Age 25 - 29	\$ .153	Age 55 - 59	\$ 1.347
Age 30 - 34	\$ .177	Age 60 - 64	\$ 2.461
Age 35 - 39	\$ .19	Age 65 - 69	\$ 4.065
Age 40 - 44	\$ .243		

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary coinciding with or following the Spouse's birthday.

**FOR FORMER DEPENDENT CHILD BENEFITS**

Rates are based on \$25,000 per Month.

Under Age 20	\$ 2.377	Age 45 - 49	\$ 9.777
Age 20 - 24	\$ 2.777	Age 50 - 54	\$ 16.377
Age 25 - 29	\$ 2.977	Age 55 - 59	\$ 23.477
Age 30 - 34	\$ 3.600	Age 60 - 64	\$ 38.250
Age 35 - 39	\$ 4.177	Age 65 - 69	\$ 54.077
Age 40 - 44	\$ 6.200		

Rates are based on \$50,000 per Month

Under Age 20	\$ 4.750	Age 45 - 49	\$ 19.550
Age 20 - 24	\$ 5.550	Age 50 - 54	\$ 32.750
Age 25 - 29	\$ 5.950	Age 55 - 59	\$ 46.950
Age 30 - 34	\$ 7.200	Age 60 - 64	\$ 76.500
Age 35 - 39	\$ 8.350	Age 65 - 69	\$ 108.150
Age 40 - 44	\$ 12.400		

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.