NOTICE OF CHANGE

Covered Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Eligible Employees other than those classified by the Contract Holder as Employees of The Graduate College of Union University.

Effective Date of Change: The first day on or after January 1, 2011 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.: G-23657-NY1

Your Booklet coded 23657, LIFE-ADD-DEP LIFE, Ees other than Graduate College, Ed 03-2010, 34 is changed as follows:

- The OPTIONAL EMPLOYEE TERM LIFE COVERAGE section of the Schedule of Benefits is replaced by the following:

OPTIONAL EMPLOYEE TERM LIFE COVERAGE

You may enroll for one of the options below. The option for which you enroll will be recorded by your Employer and reported to Prudential.

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

<table>
<thead>
<tr>
<th>Benefit Classes</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Eligible Employees</td>
<td></td>
</tr>
<tr>
<td>Option 1</td>
<td>100% of your annual Earnings.*</td>
</tr>
<tr>
<td>Option 2</td>
<td>200% of your annual Earnings.*</td>
</tr>
<tr>
<td>Option 3</td>
<td>300% of your annual Earnings.*</td>
</tr>
<tr>
<td>Option 4</td>
<td>400% of your annual Earnings.*</td>
</tr>
<tr>
<td>Option 5</td>
<td>500% of your annual Earnings.*</td>
</tr>
</tbody>
</table>

*If this amount is not a multiple of $1,000, it will be rounded to the next higher multiple of $1,000.

Maximum Amount: $500,000.

The Definitions section explains what "Earnings" means.

Non-medical Limit on Amount of Insurance: There is a limit on the amount for which you may be insured without submitting evidence of insurability. This is called the Non-medical Limit.

If the amount of insurance for your Class and age at any time is more than the Non-medical Limit, you must give evidence of insurability satisfactory to Prudential before the part over the Limit can become effective.

This requirement applies: when you first become insured; when your Class changes; if you request an increase in your Amount of Insurance; or if the amount for your Class is changed by an amendment to the Group Contract. Even if you are insured for an amount over the Limit, you will still have to meet this evidence requirement before any increase in your amount of insurance.
can become effective. The amount of your insurance will be increased to the amount for your Class and age when Prudential decides the evidence is satisfactory and you meet the Active Work Requirement.

Non-medical Limit: The lesser of (1) 300% of your annual Earnings and (2) $300,000. If the Amount Limit for this Coverage applies at any time to your amount of insurance, that Limit will also apply to the Non-medical Limit as if it were an amount of insurance.

The Delay of Effective Date section does not apply to this provision.

**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 31 days after you first could have been covered; or (b) if you request an increase. Changes will become effective on the date designated by your Employer. But a new enrollment or an increase, 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.

You must give evidence of insurability if: (a) you enroll more than 31 days after you first could have been covered; or (b) if you request an increase. Changes will become effective on the date designated by your Employer. But a new enrollment or an increase, 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.

**Amount Limit Due to Age:** When you are age 70 or more, your amount of insurance is limited. It is 50% of the amount for which you would then be insured if there were no limitation.

If you reach age 70 while insured, this Limit takes effect on the next January 1.

The Delay of Effective Date section does not apply to this provision.

- The **BENEFIT AMOUNTS UNDER OPTIONAL EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE** provision of the **ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE** section of the **Schedule of Benefits** is replaced by the following:

  **BENEFIT AMOUNTS UNDER OPTIONAL EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:**

  You may enroll for one of the options below. The option for which you enroll will be recorded by your Employer and reported to Prudential.

  **Amount For Each Benefit Class:**

<table>
<thead>
<tr>
<th>Benefit Classes</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Employees</td>
<td>Any multiple of $10,000.</td>
</tr>
<tr>
<td></td>
<td>Maximum Amount: $500,000.</td>
</tr>
</tbody>
</table>

  All other provisions in your Booklet remain unchanged.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA