

**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

BorgWarner Inc.
(herein called the Policyholder)

Policy No.: LK - 030479

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

1. Effective January 1, 2019, Maximum Disability Benefit under the Schedule of Benefits for Class 4 is deleted in its entirety and is replaced by the following:

Maximum Disability Benefit

Core Benefit:	\$5,000 per month
Optional Benefit:	\$16,800 per month

2. Effective January 1, 2019, the last paragraph for Core Benefit and Optional Benefit under Initial Premium Rates in the Schedule of Benefits for Class 4 is deleted in its entirety and is replaced by the following:

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$24,000.

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

FOR THE COMPANY



William J. Smith, President

Date: October 18, 2019

Amendment No. 11a

TL-004780