

Group Term Life Policy Amendment #2

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

To be attached to and made a part of Group Policy No. 33849-G issued by Minnesota Life Insurance Company to Superior Court of California, County of San Bernardino. This amendment is effective as of the dates indicated below. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Effective June 25, 2016:

1. The amount of basic life insurance for Class 4 is increased to \$25,000.
2. The amount of basic life insurance for Class 8 is increased to \$25,000.
3. The amount of basic life insurance for Class 10 is increased to \$25,000.

Effective January 1, 2017:


1. The amount of basic life insurance for Class 2 is increased to \$50,000.
2. The amount of basic life insurance for Class 9 is increased to \$50,000.

Effective July 1, 2017:

1. The amount of basic life insurance for Class 4 is increased to \$35,000.
2. The amount of basic life insurance for Class 8 is increased to \$35,000.
3. The amount of basic life insurance for Class 10 is increased to \$35,000.

As a result of these changes, the Group Policy Specifications Page effective February 6, 2016 is replaced with the attached Group Policy Specifications Page effective June 25, 2016.

Agreed to by Minnesota Life Insurance Company this 15th day of December, 2016.

By  _____
LL
Vice President and Actuary

GROUP POLICY SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER: Superior Court of California, County of San Bernardino **POLICY NO.:** 33849-G

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY SITUS: State of California

POLICY EFFECTIVE DATE: August 1, 2010. This specifications page represents the plan in effect as of June 25, 2016.

POLICY ANNIVERSARY DATE: August 1 of each year beginning August 1, 2011

PREMIUM DUE DATE(S): The first day of each month.

ELIGIBLE GROUP: The group is composed of all employees of the policyholder and its associated companies scheduled to work in regular positions, and elected officials, who are in the Eligible Classes below. All references to “employee” shall include an elected official, unless the context requires otherwise.

MINIMUM PARTICIPATION REQUIREMENT: There is no minimum participation requirement under this policy.

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD:
 For basic life: The first day of the pay period following the pay period in which the employee works and receives pay for one-half plus one of the regularly scheduled hours.
 For grandfathered optional life: None
 For supplemental life: The first day of the pay period following the time requirements established in the employee’s Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract.

MINIMUM HOURS PER WEEK REQUIRED: 40 hours per pay period for basic life and grandfathered optional life, 41 hours per pay period for supplemental life.

PLAN OF INSURANCE

EMPLOYEE TERM LIFE BENEFIT SCHEDULE

Basic Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount: Job Share (Bi-weekly)	Insurance Amount: Full-Time (Regular position budgeted for 40 Hours or More, Bi-weekly)
1	Exempt Groups A & B	N/A	\$75,000
2	Supervisory	N/A	\$40,000*
3	Superior Court Commissioner and CEO	N/A	\$75,000
4	Support Services	N/A	\$25,000**

Eligible Class Number	Eligible Class Name	Insurance Amount: Job Share (Bi-weekly)	Insurance Amount: Full-Time (Regular position budgeted for 40 Hours or More, Bi-weekly)
5	Exempt Groups C & D (includes former class #5)	N/A	\$60,000
8	Official Court Reporter	N/A	\$25,000**
9	Professional (includes former class #7)	N/A	\$40,000*
10	Interpreters	N/A	\$25,000*
11	Contract Employees	Contract Specific	Contract Specific

*Will increase to \$50,000 January 1, 2017

**Will increase to \$35,000 July 1, 2017

Grandfathered Optional Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount:
1	Elected Superior Court Judges (Appointed or Elected before 11/04/1994) who were covered for grandfathered optional life coverage on July 31, 2009 under a prior policy.	\$50,000

Supplemental Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount:
1	Employees whose Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract states they are eligible.	An amount elected by the employee, in an increment of \$10,000, subject to a maximum of \$700,000.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS: (Grandfathered Optional and Supplemental Life Only)

The amount of grandfathered optional and supplemental insurance on an employee age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Supplemental Insurance</u>
70 – 74	65%
75 – 79	45%
80 and over	30%

Reduced amounts will be rounded to the next higher multiple of \$10,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; grandfathered optional and supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance: All basic insurance is guaranteed issue.

For grandfathered optional insurance: All grandfathered optional insurance is guaranteed issue.

For supplemental insurance: \$250,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

The date of the change in eligible class. All increases are subject to the actively at work requirement.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

The suicide exclusion described in the policy applies to grandfathered optional and supplemental life insurance. It does not apply to basic life insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

REINSTATEMENT PERIOD:

There is no reinstatement under this policy. An employee who loses eligibility and later again becomes eligible shall be treated the same as an employee who is first eligible under the plan.

ELECTION CHANGES:

An employee may make changes to his or her supplemental life election only at annual open enrollment or within 31 days of a Qualified Status Change. Evidence of insurability will be required for elections of supplemental life insurance that exceed \$250,000 when combined with the amount, if any, of Variable Group Universal Life (VGUL) coverage under Minnesota Life Policy No. 55052-G.

Qualified Status Change shall be as defined by IRC Section 125. The change in plan must be consistent with the change in status.

RIDER(S) TO THE GROUP POLICY

Waiver of Premium
Portability
Accelerated Benefits

Group Term Life Policy Amendment #1

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

To be attached to and made a part of Group Policy No. 33849-G issued by Minnesota Life Insurance Company to Superior Court of California, County of San Bernardino. This amendment is effective as of February 6, 2016. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

1. Basic life insurance has increased for eligible classes as follows:

Class 1 has increased to \$75,000
Class 2 has increased to \$40,000
Class 3 has increased to \$75,000
Class 5 has increased to \$60,000
Class 9 has increased to \$40,000

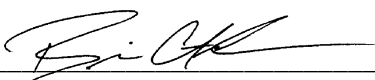
2. Class 6 has been removed from the policy and no longer exists.
3. Employees from Class 7 have moved to Class 9 and Class 7 no longer exists.
4. Class names have changed for classes 1, 5 and 9. As a result, these new class names are as follows:

Class 1: Exempt Groups A & B
Class 5: Exempt Groups C & D (includes former class 5)
Class 9: Professional (includes former class 7)

5. The section noted as Insurance Amount: Scheduled Hours of 40 to 60 (Bi-weekly) for classes 5 through 11 under the Employee Term Life Benefit Schedule on the Group Policy Specifications Page has changed to match the title of classes 1 through 4, Insurance Amount: Job Share (Bi-weekly). Any applicable benefit amount for all classes will now be under the section entitled: Insurance Amount: Job Share (Bi-weekly).
6. The section noted as Insurance Amount: Full-time (Scheduled 41 hour or more, Bi-weekly) under the Employee Term Life Benefit Schedule on the Group Policy Specifications Page for classes 1 through 4 and the section noted as Insurance Amount: Scheduled Hours of 61 to 80 (Bi-weekly) for classes 5 through 11 has changed to Insurance Amount: Full-Time (Regular position budgeted for 40 hours or more, Bi-weekly) for all classes.

As a result of these changes, the Group Policy Specifications Page with an effective date of August 1, 2010 is replaced in its entirety with the attached Group Policy Specifications Page with an effective date of February 6, 2016.

Agreed to by Minnesota Life Insurance Company this 23rd day of May, 2016.

By  _____ JLM
Second Vice President

GENERAL INFORMATION

POLICYHOLDER: Superior Court of California, County of San Bernardino **POLICY NO.:** 33849-G

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY SITUS: State of California

POLICY EFFECTIVE DATE: August 1, 2010. This specifications page represents the plan in effect as of February 6, 2016.

POLICY ANNIVERSARY DATE: August 1 of each year beginning August 1, 2011

PREMIUM DUE DATE(S): The first day of each month.

ELIGIBLE GROUP: The group is composed of all employees of the policyholder and its associated companies scheduled to work in regular positions, and elected officials, who are in the Eligible Classes below. All references to “employee” shall include an elected official, unless the context requires otherwise.

MINIMUM PARTICIPATION REQUIREMENT: There is no minimum participation requirement under this policy.

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD:
 For basic life: The first day of the pay period following the pay period in which the employee works and receives pay for one-half plus one of the regularly scheduled hours.

 For grandfathered optional life: None

 For supplemental life: The first day of the pay period following the time requirements established in the employee’s Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract.

MINIMUM HOURS PER WEEK REQUIRED: 40 hours per pay period for basic life and grandfathered optional life, 41 hours per pay period for supplemental life.

PLAN OF INSURANCE

EMPLOYEE TERM LIFE BENEFIT SCHEDULE

Basic Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount: Job Share (Bi-weekly)	Insurance Amount: Full-Time (Regular position budgeted for 40 Hours or More, Bi-weekly)
1	Exempt Groups A & B	N/A	\$75,000
2	Supervisory	N/A	\$40,000*
3	Superior Court Commissioner and CEO	N/A	\$75,000
4	Support Services	N/A	\$20,000

Eligible Class Number	Eligible Class Name	Insurance Amount: Job Share (Bi-weekly)	Insurance Amount: Full-Time (Regular position budgeted for 40 Hours or More, Bi-weekly)
5	Exempt Groups C & D (includes former class #5)	N/A	\$60,000
8	Official Court Reporter	N/A	\$20,000
9	Professional (includes former class #7)	N/A	\$40,000*
10	Interpreters	N/A	\$20,000
11	Contract Employees	Contract Specific	Contract Specific

*Will increase to \$50,000 in 2017

Grandfathered Optional Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount:
1	Elected Superior Court Judges (Appointed or Elected before 11/04/1994) who were covered for grandfathered optional life coverage on July 31, 2009 under a prior policy.	\$50,000

Supplemental Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount:
1	Employees whose Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract states they are eligible.	An amount elected by the employee, in an increment of \$10,000, subject to a maximum of \$700,000.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS: (Grandfathered Optional and Supplemental Life Only)

The amount of grandfathered optional and supplemental insurance on an employee age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Supplemental Insurance</u>
70 – 74	65%
75 – 79	45%
80 and over	30%

Reduced amounts will be rounded to the next higher multiple of \$10,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; grandfathered optional and supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance: All basic insurance is guaranteed issue.

For grandfathered optional insurance: All grandfathered optional insurance is guaranteed issue.

For supplemental insurance: \$250,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

The date of the change in eligible class. All increases are subject to the actively at work requirement.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

The suicide exclusion described in the policy applies to grandfathered optional and supplemental life insurance. It does not apply to basic life insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

REINSTATEMENT PERIOD:

There is no reinstatement under this policy. An employee who loses eligibility and later again becomes eligible shall be treated the same as an employee who is first eligible under the plan.

ELECTION CHANGES:

An employee may make changes to his or her supplemental life election only at annual open enrollment or within 31 days of a Qualified Status Change. Evidence of insurability will be required for elections of supplemental life insurance that exceed \$250,000 when combined with the amount, if any, of Variable Group Universal Life (VGUL) coverage under Minnesota Life Policy No. 55052-G.

Qualified Status Change shall be as defined by IRC Section 125. The change in plan must be consistent with the change in status.

RIDER(S) TO THE GROUP POLICY

- Waiver of Premium
- Portability
- Accelerated Benefits

Group Term Life Insurance Policy

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

Read Your Policy Carefully

This policy was issued to the policyholder on the effective date shown on the specifications page attached to this policy. We promise to pay the benefits provided by this policy, subject to its conditions, limitations, and exceptions. We make this promise and issue this policy in consideration of the application for this policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The policyholder is a member of Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

Dennis E. Paulsen

TABLE OF CONTENTS

Definitions.....	2
General Information	2
Premiums	4
Death Benefit.....	4

Right to Cancel

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with this policy, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the policy before midnight of the 30th day after you received this policy.

Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed, and postage prepaid. If you return this policy, you will receive, within 10 days of the date we receive a notice of cancellation, a full refund of any premiums you paid. Upon cancellation of this policy, it will be void as if it had never been issued.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

Robert L. Souler
President

Termination.....	5
Conversion Right.....	6
Additional Information.....	6

GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING

GROUP POLICY SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER: Superior Court of California, County of San Bernardino **POLICY NO.:** 33849-G

ASSOCIATED COMPANIES: All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.

POLICY SITUS: State of California

POLICY EFFECTIVE DATE: August 1, 2010

POLICY ANNIVERSARY DATE: August 1 of each year beginning August 1, 2011

PREMIUM DUE DATE(S): The first day of each month.

ELIGIBLE GROUP: The group is composed of all employees of the policyholder and its associated companies scheduled to work in regular positions, and elected officials, who are in the Eligible Classes below. All references to "employee" shall include an elected official, unless the context requires otherwise.

MINIMUM PARTICIPATION REQUIREMENT: There is no minimum participation requirement under this policy.

ENROLLMENT PERIOD: Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: For basic life: The first day of the pay period following the pay period in which the employee works and receives pay for one-half plus one of the regularly scheduled hours.
For grandfathered optional life: None
For supplemental life: The first day of the pay period following the time requirements established in the employee's Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract.

MINIMUM HOURS PER WEEK REQUIRED: 40 hours per pay period for basic life and grandfathered optional life, 41 hours per pay period for supplemental life.

PLAN OF INSURANCE

EMPLOYEE TERM LIFE BENEFIT SCHEDULE

Basic Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount: Job Share (Bi-weekly)	Insurance Amount: Full-Time (Scheduled 41 Hours or More, Bi-weekly)
1	Exempt and Executive Management	\$25,000	\$50,000
2	Supervisory	\$17,000	\$35,000
3	Superior Court Commissioner and Court Executive Officer	n/a	\$50,000
4	Support Services	\$10,000	\$20,000

Eligible Class Number	Eligible Class Name	Insurance Amount: Scheduled Hours of 40 to 60 (Bi-weekly)	Insurance Amount: Scheduled Hours of 61 to 80 (Bi-weekly)
5	Court Administrative Analyst*	\$25,000	\$50,000
6	Accounting Technician*	\$17,000	\$35,000
7	Court Investigator*	\$12,000	\$25,000
8	Official Court Reporter	\$10,000	\$20,000
9	Professional	\$12,000	\$25,000
10	Interpreters	\$10,000	\$20,000
11	Contract Employees	Contract Specific	Contract Specific

*Classes 5, 6, and 7 must have been hired prior to January 1, 2001 in order to be eligible.

Grandfathered Optional Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount:
1	Elected Superior Court Judges (Appointed or Elected before 11/04/1994) who were covered for grandfathered optional life coverage on July 31, 2009 under a prior policy.	\$50,000

Supplemental Life Insurance

Eligible Class Number	Eligible Class Name	Insurance Amount:
1	Employees whose Memorandum of Understanding (MOU), Exempt Compensation Plan, salary ordinance or contract states they are eligible.	An amount elected by the employee, in an increment of \$10,000, subject to a maximum of \$700,000.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS: (Grandfathered Optional and Supplemental Life Only)

The amount of grandfathered optional and supplemental insurance on an employee age 70 or older shall be a percentage of the amount otherwise provided by the plan of insurance applicable to such employee in accordance with the following table:

<u>Age of Employee</u>	<u>Amount of Supplemental Insurance</u>
70 – 74	65%
75 – 79	45%
80 and over	30%

Reduced amounts will be rounded to the next higher multiple of \$10,000 if not already a multiple thereof.

RETIREMENT REDUCTIONS:

All insurance terminates at retirement, except as provided for under the portability provision.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; grandfathered optional and supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance: All basic insurance is guaranteed issue.

For grandfathered optional insurance: All grandfathered optional insurance is guaranteed issue.

For supplemental insurance: \$250,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required for an amount of insurance greater than the guaranteed issue amount.

EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS:

The date of the change in eligible class. All increases are subject to the actively at work requirement.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

The suicide exclusion described in the policy applies to grandfathered optional and supplemental life insurance. It does not apply to basic life insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

REINSTATEMENT PERIOD:

There is no reinstatement under this policy. An employee who loses eligibility and later again becomes eligible shall be treated the same as an employee who is first eligible under the plan.

ELECTION CHANGES:

An employee may make changes to his or her supplemental life election only at annual open enrollment or within 31 days of a Qualified Status Change. Evidence of insurability will be required for elections of supplemental life insurance that exceed \$250,000 when combined with the amount, if any, of Variable Group Universal Life (VGUL) coverage under Minnesota Life Policy No. 55052-G.

Qualified Status Change shall be as defined by IRC Section 125. The change in plan must be consistent with the change in status.

RIDER(S) TO THE GROUP POLICY

Waiver of Premium
Portability
Accelerated Benefits

Definitions

age

Attained age as of most recent birthday.

associated company

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under this policy.

certificate effective date

The date the insured's coverage under this policy becomes effective.

certificate holder

An employee who is eligible for and becomes insured according to the terms of this policy.

contributory insurance

Insurance for which an employee is required to make premium contributions.

earnings

An employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

employee

An individual who is employed by the policyholder or by an associated company, or an elected official. All references to "employee" in the policy and riders thereto shall include an elected official, unless the context requires otherwise. The term employee does not include temporary employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated companies.

evidence of insurability

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

insured

A person who is eligible for and becomes insured according to the terms of this policy.

non-work day

A day on which the employee is not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

noncontributory insurance

Insurance for which an employee is not required to make premium contributions.

policy anniversary

The policy anniversary date shown on the specifications page attached to this policy.

policy effective date

The date this policy was issued as shown on the specifications page attached to this policy.

policyholder

The owner of the group policy as shown on the specifications page attached to the group policy.

specifications page

The outline which summarizes the policyholder's plan of insurance.

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this policy. The waiting period is shown on the specifications page attached to this policy.

we, our, us

Minnesota Life Insurance Company.

you, your

The policyholder named on the specifications page attached to this policy.

General Information

What is your agreement with us?

This policy and your application contain the entire contract between you and us. Any statements you make will, in the absence of fraud, be considered representations and not warranties. Also, any statement that you make will not be used to void this policy, nor will it be used in our defense if we refuse to pay a claim, unless the statement is contained in your application.

No change or waiver of any provisions of this policy, or any certificate issued under it, will be valid unless made in writing by us and signed by our president, a vice-president, our secretary, or an assistant secretary. No agent or other person has the authority to change or waive

any provisions of this policy, or of any certificate issued under it.

Are employees of associated companies eligible for insurance under this policy?

Yes. Employees of associated companies may be eligible for insurance under this policy. Associated companies are shown on the specifications page attached to this policy. You represent any associated company in all transactions pertaining to this policy. Your acts or omissions and every notice given by us to you shall be binding on every associated company. When an associated company ceases its participation under the policy, the policy shall be considered to be terminated for all employees of the associated company. All provisions related to the policy terminating will apply to such employees.

Can this policy be amended?

Yes. The policy may be amended at any time the policyholder and we agree to amend it. The insured's consent is not required to amend this policy or any certificates issued under it. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

Who is eligible for insurance?

An employee is eligible if he or she:

- (1) is a member of the group and of an eligible class as shown on the specifications page attached to this policy; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this policy; and
- (3) has satisfied the waiting period as shown on the specifications page attached to this policy; and
- (4) meets the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

All insurance terminates at retirement, except as provided for under the portability provision.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, an employee must be actively at work performing his or her usual duties at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was

actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this policy, an employee is eligible to continue to be insured only while he or she remains actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to this policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll within the enrollment period shown on the specifications page attached to this policy; or
- (3) the insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

Insurance becomes effective on the date that all of the following conditions have been met:

- (1) an employee meets all eligibility requirements; and
- (2) if required, the employee applies for the insurance on forms which are approved by us; and
- (3) we are satisfied with the employee's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

Can an insured employee's coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. Insurance may be continued on an insured employee who is not actively at work due to sickness, injury, leave of absence or temporary layoff, subject to the employer's practices and procedures, including the employer's limits on the length of continuation allowed for the type of absence. Continuation is contingent upon continued premium payment and is subject to the following maximum time frames:

- (1) For an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day the insured employee was actively at work.
- (2) for an employee on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day the insured employee

was actively at work on the date the employee attains age 65.

Continuation of insurance must be in accordance with practices and procedures that preclude individual selection.

Coverage during a leave of absence and upon return from a leave of absence shall meet all state and federal requirements. The above limits will be expanded if necessary in order to meet such requirements.

Premiums

When and how often are premiums due?

Unless we have agreed to some other premium payment procedure, premiums for this policy are remitted to us monthly. Premiums are due on the premium due date as shown on the specifications page attached to this policy. We apply premiums consecutively to keep the insurance in force.

You may pay premiums before they are due for any period up to the next policy anniversary. Premiums paid in advance should be calculated at the rate of the monthly premium currently due.

Premium contributions for contributory insurance are to be paid to you. The premium contributions by insureds for contributory insurance should be remitted to us as due along with the premiums payable for noncontributory insurance.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which you and we agree.

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee period; or
- (2) anytime, if the policy terms are amended.

Can a premium be paid after the date it is due?

Yes. This policy has a 31-day grace period. If a premium is not paid on or before the date it is due, that premium may be paid during the 31-day period following the due date. The insurance under this policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

Can the premium be adjusted?

Yes. We will adjust the premium on each due date for insurance which was effective or terminated before the most recent due date, but not reflected in prior premium payments. We will charge you for any additional premium, and will refund any overpayment, excluding any

overpayment made more than 12 months before the adjustment.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this group policy.

Can an insured request a change in the amount of his or her contributory insurance?

Yes. If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, allows for a choice of amounts of insurance for the insured's class, an insured can request an increase or a decrease in the amount of his or her contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made.

If an insured requests an increase in the amount of his or her contributory insurance, we will require evidence of insurability, unless otherwise noted on the specifications page.

When will changes in an insured's coverage amount be effective?

Requested increases in the amount of an insured's contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of an insured's contributory insurance are effective on the first day of the month following receipt of the insured's request for a decrease, or if different, according to the administrative practices of the employer.

Requests for a change made during a special enrollment period offered by the employer will not become effective prior to the general effective date of elections made during that enrollment.

Increases and decreases in insurance amounts which result from a change in the insured's eligible class or earnings will be effective as shown on the specifications page attached to this policy.

All increases in the amount of insurance are subject to the actively at work requirement.

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that an individual died while insured under this policy. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us, but never less than

4% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by an insured to receive the death benefit to be paid at the insured's death. The insured may name one or more beneficiaries. The insured cannot name you or an associated company as a beneficiary.

The insured may also choose to name a beneficiary that the insured cannot change without the beneficiary's consent. This is called an irrevocable beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless the insured has requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

If there is no eligible beneficiary, or if the insured does not name one, we will pay the death benefit to:

- (1) the insured's lawful spouse or registered domestic partner if living; otherwise
- (2) the insured's natural or legally adopted child (children) in equal shares, if living; otherwise
- (3) the insured's parents in equal shares, if living; otherwise
- (4) the insured's brothers and sisters in equal shares, if living; otherwise
- (5) the personal representative of the insured's estate.

Can an insured add or change beneficiaries?

Yes. An insured can add or change beneficiaries if all of the following are true:

- (1) the insured's coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) the insured has not assigned the ownership of his or her insurance.

A request to add or change a beneficiary must be made in writing. All requests are subject to our approval. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving an insured's notice.

Termination

When does an insured's coverage terminate?

The insured's coverage ends on the earliest of the following:

- (1) the date this policy ends; or
- (2) the date the employee no longer meets the eligibility requirements; or
- (3) the date the policy is amended so the employee is no longer eligible; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (5) the last day for which premium contributions have been paid following an employee's written request to cease participation under this policy.

If an insured's coverage under this policy terminates due to non-payment of premiums, his or her coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during the insured's lifetime.

Can insurance on the life of an insured be reinstated after termination?

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within the time frame shown on the specifications page, your coverage may be reinstated.

Provided the insured is not then covered by an individual policy issued under the terms of the conversion right section, his or her coverage under this group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. The amount of insurance will be that which applies to the classification to which he or she then belongs, on the date he or she again becomes eligible. If the policyholder's plan of insurance provides for contributory insurance under this policy, an insured's amount of contributory insurance will be limited to that for which he or she was insured immediately prior to the loss of coverage.

When does this group policy terminate?

You may terminate this group policy by giving us 31 days prior written notice. We reserve the right to terminate this policy on the earliest of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 31 days after we provide you with notice of our intent to terminate this policy.

Can this policy be reinstated?

No. We will not reinstate this policy after it terminates. You must submit a new application for a new policy after this policy has terminated.

Conversion Right

What is the conversion right?

An insured can convert this insurance to a new individual life insurance policy if all or part of the insured's life insurance under this policy terminates.

The insured may convert up to the full amount of terminated insurance if termination occurs because:

- (1) he or she moves from one existing eligible class to another; or
- (2) he or she is no longer in an eligible class; or
- (3) the policy is terminated; or
- (4) the policy is changed to reduce or terminate the insurance for that individual.

The conversion right is not available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

The insured may convert his or her insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability benefits, accidental death and dismemberment benefits, or accelerated benefits.

How does an insured convert his or her insurance?

An insured converts his or her insurance by applying for an individual policy and paying the first premium within 31 days after the group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, the insured's age, and the class of risk to which the insured belongs on the date of the conversion.

When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under this policy terminates.

What happens if the insured dies during the 31-day period allowed for conversion?

If the insured dies during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance the insured would have been eligible to convert under the terms of the conversion right section.

MHC-96-13180.4

We will return any premium the insured paid for an individual policy to the insured's beneficiary named under this group policy. In no event will we be liable under both this group policy and the individual policy.

Additional Information

What if an insured's age has been misstated?

If an insured's age has been misstated, the death benefit payable will be that amount to which the insured is entitled based on his or her correct age.

A premium adjustment will be made to the premium you pay for the insured's noncontributory insurance and to the premium an insured pays for contributory insurance, if any, so that the actual premium required at the insured's correct age is paid.

Is there a suicide exclusion?

The specifications page attached to this policy indicates what insurance, if any, is subject to the suicide exclusion outlined below.

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid for an insured, if that insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance.

If there has been an increase in the insured's amount of insurance for which he or she was required to apply or for which we required evidence of insurability, and if the insured dies by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

When does an insured's insurance become incontestable?

Except for fraud or the non-payment of premiums, after the insured's insurance has been in force during his or her lifetime for two years from the effective date of his or her coverage, we cannot contest the insured's coverage. However, if there has been an increase in the amount of insurance for which the insured was required to apply or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements the insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, nor defend against a claim, unless the statement is contained in the application and any evidence of insurability application attached to the insured's certificate.

Can an insured's insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, the insured files the original instrument or a certified copy with us at our home office, and we send the insured an acknowledged copy.

We are not responsible for the validity of any assignment. An insured is responsible for ensuring that the assignment is legal in his or her state and that it accomplishes his or her intended goals. If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

Are you required to maintain records?

Yes. You are required to maintain adequate records of any information necessary for us to administer this policy. We own the records relating to the insurance provided by this policy, and can obtain them from you at any reasonable time.

If a clerical error is made in keeping records on the insurance under this policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped. If an error causes a change in premium payment, we will make a fair adjustment.

Will a certificate of insurance be provided for each certificate holder?

Yes. We will provide you with a certificate of insurance for delivery to each certificate holder. The certificate will include information regarding the principal provisions of his or her coverage.

Will this policy receive experience credits?

Each year we will determine if this policy will receive an experience credit.

Are you our agent?

No. For all purposes of this policy, neither you, an associated company, nor any administrator you appoint is our agent. We will not be liable for any of your acts or omissions or those of an associated company or administrator.

Will the provisions of this policy conform with state law?

Yes. If any provision in this policy, or in the certificates issued under this policy, is in conflict with the laws of the state governing the policy or the certificates, the provision will be deemed to be amended to conform to such laws.

Term Life Waiver of Premium Policy Rider

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The specifications page attached to the group policy indicates whether this rider applies to contributory insurance or noncontributory insurance. This rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.

What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally and permanently disabled, as defined herein, while under age 65. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

What is total disability?

Total disability is a disability which occurs while a certificate holder's insurance is in force and which results from an accidental injury or an illness that continuously prevents the certificate holder from engaging in any occupation for which he or she is reasonably suited by education, training, or experience. The certificate holder must be under the care of a licensed physician. The licensed physician cannot be the certificate holder or a member of the certificate holder's immediate family. For purposes of this rider, the certificate holder's immediate family consists of his or her spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least six months.

Do premiums have to be paid for a certificate holder after he or she becomes disabled?

Yes. Premiums have to be paid after a certificate holder becomes disabled, but only until we approve his or her total and permanent disability claim. Continued payment prevents the possible loss of the certificate holder's coverage and eligibility if the claim is not approved.

What if a certificate holder converts his or her group life insurance to a policy of individual insurance prior to the approval of his or her disability claim?

If a certificate holder's coverage has been converted in accordance with the conversion right section of the group policy, benefits under this rider will apply only if the converted policy is surrendered without claim, except for refund of premiums.

What will be considered due proof of total and permanent disability?

A certificate holder must furnish evidence satisfactory to us that his or her disability:

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before his or her 65th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that the certificate holder continues to be totally and permanently disabled. We may also require that the certificate holder submit to one or more medical examinations at our expense.

If a certificate holder dies within one year of the date of onset of his or her disability, the certificate holder's beneficiary may claim benefits under this rider even if the certificate holder's premium payments were discontinued and he or she had not submitted due proof satisfactory to us of his or her total disability or was continuously disabled for less than six months. The certificate holder's beneficiary must submit due proof satisfactory to us that the certificate holder's total disability, which began before the certificate holder's premium payments were discontinued and before his or her 65th birthday, continued without interruption until his or her death.

When must we be notified of a certificate holder's disability or death?

We must receive written notice at our home office of a certificate holder's total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that a certificate holder died during a period of continuance provided by this rider. Proof must be furnished that he or she continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time

frame, there shall be no liability for any payment under this rider.

What is the amount of insurance to be continued without payment of premium under this rider?

The amount of insurance continued without payment of premium shall be the amount of insurance that was in force on the date of onset of total disability

If the group policy provides for reductions in amounts of insurance based on age, such reductions shall apply to the insurance of the disabled certificate holder.

How long will insurance be continued without payment of premium?

If a certificate holder becomes totally and permanently disabled, insurance will be continued, without payment of premium, until the earlier of:

- (1) the date the certificate holder recovers so that he or she is no longer totally and permanently disabled; or
- (2) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination; or
- (3) the date the certificate holder attains the normal retirement age under the 1983 Social Security Act.

What happens to a certificate holder's insurance when the waiver of premium benefit ends?

When the benefits under this rider end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If the certificate holder is then eligible for coverage under the group policy, his or her insurance may be continued under the group policy provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.
- (2) If the certificate holder is no longer eligible for coverage under the group policy, he or she may convert coverage to an individual policy, as provided for under the conversion right section of the group policy.


Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to terminate this rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this rider will not end due solely to the termination of this rider or of the group policy.


Secretary


President

Term Life Insurance Portability Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. This rider is subject to every term, condition, exclusion, limitation and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for continuation of group life insurance for insureds who no longer meet the eligibility requirements of the group policy except as provided for herein.

To continue coverage under the provisions of this rider, an eligible insured must make a written request and make the first premium contribution within 31 days after insurance provided by the group policy would otherwise terminate. Evidence of insurability will not be required. Coverage provided by this rider will then be deemed effective retroactive to the beginning of the 31-day period. This date is considered to be the insured's portability date and the insured is then considered to have portability status.

Who is eligible to continue insurance under this rider?

A certificate holder is eligible to continue insurance under this rider if he or she, except as provided by this rider, no longer meets the eligibility requirements of the group policy due to any of the following:

- (1) the employee terminates employment, including retirement; or
- (2) the employee is no longer in a class eligible for insurance or is on a leave or layoff; or
- (3) a class or group of employees insured under the policy is no longer considered eligible and there is no successor plan for that class or group. Successor plan means an insurance policy or policies provided by us or another insurer that replaces insurance provided under this policy.

The certificate holder will not be eligible to request coverage under this rider if he or she:

- (1) has attained the age of 70; or
- (2) has converted his or her insurance to an individual life policy under the terms of the group policy's conversion right section; or
- (3) was not actively at work due to sickness or injury on the day immediately preceding his or her portability date; or
- (4) loses eligibility due to termination of the group policy.

What insurance can be continued under this rider?

Basic and supplemental life insurance may be continued under this rider. All supplements to the employee's certificate shall also be continued, except for the Term Life Waiver of Premium Certificate Supplement, which shall terminate upon porting

The amount of insurance continued under this rider for any individual will be subject to any applicable state law or regulation relating to allowable amounts of insurance.

What is the minimum amount of insurance that can be continued under this rider?

The minimum amount of insurance that can be continued on the life of a certificate holder under this rider is \$10,000.

What is the maximum amount of insurance that can be continued under this rider?

The maximum amount of insurance that can be continued under this rider is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000. However, for a certificate holder who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount of insurance that was in force on his or her portability date, to a maximum of \$325,000.

Will the amount of insurance continued under this rider change?

Yes. When a certificate holder attains age 65, the amount of insurance on his or her life continued under this rider will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65. Insurance terminates at age 70.

Can a certificate holder request a change in his or her amount of insurance continued under this rider?

Yes. The certificate holder may elect to reduce the amount of insurance provided under his or her certificate. The remaining amount of insurance on the life of a certificate holder must be at least \$10,000.

The amount of insurance continued under this rider will never increase.

How will premium contributions be paid?

Premium contributions will be paid directly to us by the certificate holder on a monthly, quarterly, semi-annual, or annual basis and will be subject to an administrative charge per billing period. We may adjust the amount of the charge, but not more often than once per year.

Can the premium rate change?

Yes. The premium rate may increase on the portability date. The premium rate may also increase in the future but will not change more often than once per year.

Can insurance continued under this rider be converted to a policy of individual insurance?

Yes. At any time after insurance has been continued under the provisions of this rider, it may be converted to a policy of individual insurance with Minnesota Life. All other conditions and provisions of the conversion right section of the group policy to which this rider is attached will apply.

What happens if a certificate holder again becomes eligible under the group policy?

If a certificate holder who is continuing coverage under the provisions of this rider again meets the eligibility requirements of the group policy, not including the terms of this rider, he or she shall no longer be considered to have portability status. Insurance for that certificate holder may be provided only under the terms of the group policy, not including this rider, unless and until he or she no longer meets the eligibility requirements of the group policy and again returns to portability status as provided for herein.

What happens to insurance provided under this rider when the group policy terminates?

Anything in the group policy notwithstanding, termination of the group policy by the policyholder or us will not terminate life insurance then in force for any person under the terms of this rider. The group policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

Any insurance continued under the terms of this rider will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this rider terminate?".

No individual may elect coverage under this rider on or after the date of termination of the group policy.

When will insurance continued under this rider terminate?

Insurance continued under this rider will terminate on the earliest of the following:

- (1) the certificate holder's 70th birthday; or
- (2) the date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider; or
- (3) 31 days after the due date of any premium contribution which is not made.

Dennis E. Padbury
Secretary

Robert L. Laska
President

Accelerated Benefits Policy Rider

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

Benefits received under this Accelerated Benefits Policy Rider may be taxable. Certificate holders should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This rider amends the group policy to which it is attached and is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein.

What does this rider provide?

This rider provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under the group policy. If the insured has a terminal condition as defined in this rider, an accelerated payment of the death benefit may be requested.

Definitions

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this rider.

death benefit

The amount of the insured's life insurance as shown on the specifications page attached to the certificate holder's certificate.

immediate family

The certificate holder's spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

insured

For purposes of this rider, an insured employee.

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include the certificate holder, or a member of the certificate holder's immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

We will multiply the death benefit by the accelerated benefit factor to determine the accelerated benefit available.

How do we calculate the accelerated benefit factor?

The accelerated benefit factor will be stated as a percentage of the insured's death benefit. When we calculate this factor, we will consider the insured's age and gender.

We will also base our calculation on certain assumptions, which we may change from time to time, including but not limited to assumptions about:

- (1) expected future premiums; and
- (2) the insured's life expectancy.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell a certificate holder what form is required; and
- (3) the certificate holder must be the sole owner of the certificate; and
- (4) the insured's insurance must not have an irrevocable beneficiary.

Who may request an accelerated payment of the death benefit?

A certificate holder may request an accelerated payment of the insurance on his or her life.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

Is there a minimum or maximum death benefit eligible for an accelerated benefit?

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is 100% of the insured's death benefit.

Does a certificate holder have to take the entire accelerated benefit?

No. The certificate holder may choose to receive a partial accelerated benefit. If he or she does so, the insured's remaining coverage will stay in force.

If a certificate holder elects to receive only a partial accelerated benefit amount available under this rider, the remaining death benefit under the certificate must be at least \$25,000.

The certificate holder may reapply for the payment of the remaining amount of insurance at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

What is the effect on an insured's coverage of the receipt of an accelerated benefit?

If a certificate holder elects to accelerated the full amount of his or her death benefit, the certificate holder's coverage and all other benefits under the certificate and any certificate supplements which apply to that insured will end.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

When does an insured's coverage under this rider terminate?

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.

When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date we receive a written request to cancel this rider; or
- (2) the date the group policy is terminated.

Dennis E. Fiedler

Secretary

Robert L. Sandler

President

MINNESOTA LIFE

400 Robert Street North • St. Paul, Minnesota 55101-2098

GROUP TERM LIFE INSURANCE POLICY • NONPARTICIPATING