

## Group Universal Life Policy Amendment #1

**MINNESOTA LIFE**

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

---

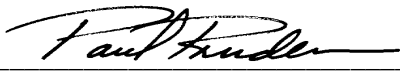
To be attached to and made a part of Group Policy No. 50217 issued by Minnesota Life Insurance Company to Lee Health. This amendment is effective as of October 1, 2016. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The policyholder's name, Lee Memorial Health System, wherever it appears in the policy, shall be changed to the following:

Lee Health

As a result of this change, the Group Policy Specifications Page is replaced with the attached Group Policy Specifications Page effective October 1, 2016.

Agreed to by Minnesota Life Insurance Company this 21st day of September, 2016.

By   
LL  
Vice President and Actuary

**General Information**

<b>POLICYHOLDER:</b>	The National Employer and Association Trust II	<b>POLICY NO.:</b> 30287T
<b>PLAN SPONSOR:</b>	Lee Health	<b>PLAN SPONSOR NO.:</b> 50217-G
<b>ASSOCIATED COMPANIES:</b>	All subsidiaries and affiliates reported to Minnesota Life by the plan sponsor for inclusion in the policy.	
<b>POLICY EFFECTIVE DATE:</b>	January 1, 2011. This specifications page represents the plan in effect as of October 1, 2016.	
<b>POLICY ANNIVERSARY:</b>	January 1 of each year beginning January 1, 2012.	
<b>ELIGIBLE GROUP:</b>	The eligible group is composed of (a) active employees of the plan sponsor and its associated companies and (b) those retired and former employees of the plan sponsor and its associated companies who were covered under the prior Group Universal Life plan on December 31, 2010.	
<b>RETIREES:</b>	Retirees who had continued coverage under the policyholder's prior group universal life policy are eligible to continue that coverage under this policy. In addition, an insured employee who subsequently retires may continue insurance after retirement under the portability provisions. A retiree who does not have coverage cannot elect it after retirement.	
<b>WAITING PERIOD:</b>	The period commencing with the employee's date of employment and ending on the first day of the pay period in which the employee will have completed 90 days of continuous employment.	
<b>MINIMUM HOURS PER WEEK REQUIREMENT:</b>	32 hours per pay period.	
<b>ADMINISTRATION FEE:</b>	None	
<b>PERCENTAGE-OF-PREMIUM CHARGE:</b>	3% Applies only to the portion of premium received for a primary insured that exceeds the monthly deduction.	
<b>DEATH BENEFIT OPTION:</b>	Option B: Increasing Death Benefit	
<b>ENROLLMENT PERIOD:</b>	The enrollment period is the time frame in which the employee is eligible to enroll for the applicable guaranteed issue amount.  For a newly eligible employee, the enrollment period is 60 days from the date of eligibility (begins after the waiting period), for all coverages.  Upon marriage, the enrollment period to enroll in spouse universal life coverage is 60 days from the date of marriage.  Upon acquiring a newly eligible child (through birth, marriage or adoption), the enrollment period to enroll in child term life coverage is 60 days from the date the child first became an eligible child.	

# Plan of Insurance

## EMPLOYEE BENEFIT SCHEDULE

### **EMPLOYEE GROUP UNIVERSAL LIFE (GUL) INSURANCE:**

**Eligible Class**

All employees

**Face Amount of Insurance**

One, two, three, four or five times annual earnings, as elected by the employee, the result rounded to the next higher multiple of \$10,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

### ***General Provisions For Employee Insurance***

**NONCONTRIBUTORY/CONTRIBUTORY:** All insurance under this policy is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

For employees in an eligible class immediately prior to January 1, 2011:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on December 31, 2010.

For employees who first become eligible on or after January 1, 2011:  
The lesser of two times annual earnings or \$250,000.

**EFFECTIVE DATE OF INCREASES  
AND DECREASES DUE TO A  
CHANGE IN EARNINGS:**

Amounts of insurance will be updated each January 1 based on earnings in effect the previous October 1. Evidence of insurability will not be required for an increase in insurance due to an increase in earnings, with the following exceptions:

- (1) If a person chooses to "opt out" of an increase in insurance when a change in earnings would otherwise result in an increase, and later wishes to have his or her insurance increased in line with his or her current earnings, satisfactory evidence of insurability will be required for the increase.
- (2) An employee whose amount of insurance is limited to the guaranteed amount of \$250,000 due to failure to provide the required satisfactory evidence of insurability will not receive an increase in insurance due to salary increases until satisfactory evidence of insurability is provided.

All increases are subject to the actively at work requirement. Insurance amounts will not be reduced solely due to a reduction in annual earnings.

## **SPOUSE BENEFIT SCHEDULE**

### **SPOUSE GROUP UNIVERSAL LIFE (GUL) INSURANCE:**

**Eligible Class**

All spouses

**Face Amount of Insurance**

An amount elected by the employee in an increment of \$10,000, subject to a maximum of the lesser of two times the employee's annual earnings or \$100,000.

#### ***General Provisions For Spouse Insurance***

**NONCONTRIBUTORY/CONTRIBUTORY:** Spouse insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

For spouses in an eligible class immediately prior to January 1, 2011:  
An amount equal to the amount of contributory insurance for which the spouse was insured under the prior carrier's group policy on December 31, 2010.

For spouses who first become eligible on or after January 1, 2011:  
\$20,000.

## **CHILD BENEFIT SCHEDULE**

### **CHILD TERM LIFE INSURANCE:**

**Eligible Class**

All children

**Amount of Insurance**

\$10,000

#### ***General Provisions For Child Insurance***

**CONTRIBUTORY/NONCONTRIBUTORY:** Child insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

For children in an eligible class immediately prior to January 1, 2011:  
An amount equal to the amount of contributory insurance for which the child was insured under the prior carrier's group policy on December 31, 2010.

For children who first become eligible on or after January 1, 2011:  
\$10,000.

## **Riders to the Group Policy**

Child Term Life

Accelerated Benefits

# Group Universal 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 plan sponsor on the effective date shown on the policy specifications page. 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 premium.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The policyholder and any participating plan sponsor are members 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.

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



Secretary



President

## **TABLE OF CONTENTS**

Definitions.....	2	Reports .....	9
General Information .....	3	Paid-Up Insurance Option .....	9
Death Benefit.....	5	Portability .....	9
Premium .....	6	Termination.....	10
Account Value and Net Cash Value.....	7	Conversion Right.....	11
Loans.....	7	Additional Information.....	11
Withdrawals and Surrender.....	8		

## **GROUP UNIVERSAL LIFE INSURANCE POLICY • NONPARTICIPATING**

**General Information**

<b>POLICYHOLDER:</b>	The National Employer and Association Trust II	<b>POLICY NO.:</b> 30287T
<b>PLAN SPONSOR:</b>	Lee Memorial Health System	<b>PLAN SPONSOR NO.:</b> 50217-G
<b>ASSOCIATED COMPANIES:</b>	All subsidiaries and affiliates reported to Minnesota Life by the plan sponsor for inclusion in the policy.	
<b>POLICY EFFECTIVE DATE:</b>	January 1, 2011	
<b>POLICY ANNIVERSARY:</b>	January 1 of each year beginning January 1, 2012.	
<b>ELIGIBLE GROUP:</b>	The eligible group is composed of (a) active employees of the plan sponsor and its associated companies and (b) those retired and former employees of the plan sponsor and its associated companies who were covered under the prior Group Universal Life plan on December 31, 2010.	
<b>RETIREES:</b>	Retirees who had continued coverage under the policyholder's prior group universal life policy are eligible to continue that coverage under this policy. In addition, an insured employee who subsequently retires may continue insurance after retirement under the portability provisions. A retiree who does not have coverage cannot elect it after retirement.	
<b>WAITING PERIOD:</b>	The period commencing with the employee's date of employment and ending on the first day of the pay period in which the employee will have completed 90 days of continuous employment.	
<b>MINIMUM HOURS PER WEEK REQUIREMENT:</b>	32 hours per pay period.	
<b>ADMINISTRATION FEE:</b>	None	
<b>PERCENTAGE-OF-PREMIUM CHARGE:</b>	3% Applies only to the portion of premium received for a primary insured that exceeds the monthly deduction.	
<b>DEATH BENEFIT OPTION:</b>	Option B: Increasing Death Benefit	
<b>ENROLLMENT PERIOD:</b>	The enrollment period is the time frame in which the employee is eligible to enroll for the applicable guaranteed issue amount.  For a newly eligible employee, the enrollment period is 60 days from the date of eligibility (begins after the waiting period), for all coverages.  Upon marriage, the enrollment period to enroll in spouse universal life coverage is 60 days from the date of marriage.  Upon acquiring a newly eligible child (through birth, marriage or adoption), the enrollment period to enroll in child term life coverage is 60 days from the date the child first became an eligible child.	

# Plan of Insurance

## EMPLOYEE BENEFIT SCHEDULE

### EMPLOYEE GROUP UNIVERSAL LIFE (GUL) INSURANCE:

**Eligible Class**

All employees

**Face Amount of Insurance**

One, two, three, four or five times annual earnings, as elected by the employee, the result rounded to the next higher multiple of \$10,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

### ***General Provisions For Employee Insurance***

**NONCONTRIBUTORY/CONTRIBUTORY:** All insurance under this policy is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

For employees in an eligible class immediately prior to January 1, 2011:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on December 31, 2010.

For employees who first become eligible on or after January 1, 2011:  
The lesser of two times annual earnings or \$250,000.

**EFFECTIVE DATE OF INCREASES  
AND DECREASES DUE TO A  
CHANGE IN EARNINGS:**

Amounts of insurance will be updated each January 1 based on earnings in effect the previous October 1. Evidence of insurability will not be required for an increase in insurance due to an increase in earnings, with the following exceptions:

- (1) If a person chooses to "opt out" of an increase in insurance when a change in earnings would otherwise result in an increase, and later wishes to have his or her insurance increased in line with his or her current earnings, satisfactory evidence of insurability will be required for the increase.
- (2) An employee whose amount of insurance is limited to the guaranteed amount of \$250,000 due to failure to provide the required satisfactory evidence of insurability will not receive an increase in insurance due to salary increases until satisfactory evidence of insurability is provided.

All increases are subject to the actively at work requirement. Insurance amounts will not be reduced solely due to a reduction in annual earnings.

## **SPOUSE BENEFIT SCHEDULE**

### **SPOUSE GROUP UNIVERSAL LIFE (GUL) INSURANCE:**

**Eligible Class**

All spouses

**Face Amount of Insurance**

An amount elected by the employee in an increment of \$10,000, subject to a maximum of the lesser of two times the employee's annual earnings or \$100,000.

#### ***General Provisions For Spouse Insurance***

**NONCONTRIBUTORY/CONTRIBUTORY:** Spouse insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

For spouses in an eligible class immediately prior to January 1, 2011:  
An amount equal to the amount of contributory insurance for which the spouse was insured under the prior carrier's group policy on December 31, 2010.

For spouses who first become eligible on or after January 1, 2011:  
\$20,000.

## **CHILD BENEFIT SCHEDULE**

### **CHILD TERM LIFE INSURANCE:**

**Eligible Class**

All children

**Amount of Insurance**

\$10,000

#### ***General Provisions For Child Insurance***

**CONTRIBUTORY/NONCONTRIBUTORY:** Child insurance is contributory insurance.

**GUARANTEED ISSUE AMOUNT:**

For children in an eligible class immediately prior to January 1, 2011:  
An amount equal to the amount of contributory insurance for which the child was insured under the prior carrier's group policy on December 31, 2010.

For children who first become eligible on or after January 1, 2011:  
\$10,000.

## **Riders to the Group Policy**

Child Term Life

Accelerated Benefits



## Definitions

---

### **account value**

Net premiums paid for a certificate, plus interest earned and experience credits allocated to the account value, minus monthly deductions, withdrawals and any fees charged for such withdrawals.

### **age**

Attained age as of most recent birthday.

### **associated company**

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

### **certificate effective date**

The first day of the calendar month coinciding with or next following the date an owner's insurance under this policy becomes effective. This is the date from which we determine certificate months and certificate years.

### **certificate month**

A calendar month in which insurance is provided by a certificate issued under this policy.

### **certificate specifications page**

The form which identifies the face amount of insurance and other insurance information for a primary insured. The certificate specifications page is attached to and made a part of the owner's certificate.

### **certificate year**

A period of twelve consecutive months during which insurance is provided by a certificate issued under this policy. The first certificate year begins on the certificate effective date.

### **contributory insurance**

Insurance for which an owner is required to pay premium.

### **earnings**

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

### **employee**

An individual who is employed by the plan sponsor or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee as long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees, seasonal employees, nor corporate directors who are not otherwise employees.

### **employer**

The plan sponsor or any associated company.

### **evidence of insurability**

Evidence of the good health of a prospective insured and any other underwriting information we require.

### **insured**

A person who is eligible for and becomes insured under the terms of this policy, including any dependents insured by rider to this policy.

### **loan principal**

The sum of all outstanding loans and the accumulated loan interest charges for a certificate.

### **monthly deduction**

The sum of the cost of insurance, the cost of any additional insurance benefits provided by rider, and any administration fee for a certificate month.

### **monthly deduction date**

The date in each certificate month on which we deduct the monthly deduction from an owner's account value. The monthly deduction date is shown on the owner's certificate specifications page.

### **net cash value**

The account value of a certificate increased by any accrued loan interest credits and reduced by any loan principal, accrued loan interest charges and any overdue monthly deductions. It is the amount an owner may obtain through surrender of the certificate or apply toward the purchase of a paid-up whole life insurance policy.

### **net premium**

The premium paid reduced by any percentage-of-premium charge. The percentage-of-premium charge is shown on the policy specifications page. It applies only to the portion of the premium paid that exceeds the amount of the monthly deduction.

### **non-work day**

A day on which an employee is not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends, 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, or any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

## **noncontributory insurance**

Insurance for which an owner is not required to pay premium.

## **owner**

The owner of a certificate issued under this policy. Unless assigned otherwise, the primary insured is the owner of the certificate. Only the owner has the right to exercise ownership rights under the certificate, including but not limited to naming or changing a beneficiary, changing the face amount of insurance, requesting loans and withdrawals, surrendering the certificate, and assigning any or all ownership rights.

## **plan sponsor**

An entity which:

- (1) has been accepted to participate in the National Employer and Association Trust II; and
- (2) makes insurance under this policy available to its eligible employees, to spouses of its eligible employees, and to child dependents of its eligible employees.

## **policy anniversary**

The policy anniversary date shown on the policy specifications page.

## **policy effective date**

The date this policy becomes effective, as shown on the policy specifications page.

## **policy specifications page**

The form which summarizes the plan of insurance provided under this policy. The policy specifications page is attached to and made a part of this policy.

## **policyholder**

The trustee or successor trustee under the National Employer and Association Trust II.

## **primary insured**

An insured employee or an employee's insured spouse. As an exception to the definition of owner above, an employee shall be the owner of spouse coverage unless assigned otherwise.

## **successor plan**

An insurance policy or policies or an annuity contract or contracts provided by us or another insurer that replaces insurance provided under this policy.

## **waiting period**

The period, if any, of continuous employment with the employer that the employee must satisfy prior to becoming

eligible for insurance under this policy. The employer determines the waiting period based on the employer's practices and procedures. The waiting period is shown on the policy specifications page.

## **we, our, us**

Minnesota Life Insurance Company.

## **you, your**

The plan sponsor shown on the policy specifications page.

# **General Information**

---

## **What is your agreement with us?**

This policy and your attached signed 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 a copy of which has been furnished to you.

No change or waiver of any provision 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 provision of this policy, nor of any certificate issued under it.

In making any benefits determination under this policy, we shall have the discretionary authority both to determine an individual's eligibility for benefits and to construe the terms of this policy.

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

Employees of associated companies may be eligible for insurance under this policy. Associated companies are shown on the policy specifications page. 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. Neither the owners' nor insureds' consent is required to amend this policy or any certificate issued under it. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

## **Which employees are eligible for insurance?**

An employee is eligible for insurance if he or she:

- (1) is a member of the eligible group and of an eligible class shown on the policy specifications page; and
- (2) has satisfied any waiting period shown on the policy specifications page; and
- (3) meets the actively-at-work requirement described in the "What is the actively-at-work requirement?" provision of this section.

- (2) the insurance is contributory and application for the prospective insured is not made within the enrollment period shown on the specification page; or
- (3) insurance for which the prospective insured was previously enrolled did not go into effect or was terminated because the owner failed to make a required premium payment; or
- (4) during a previous period of eligibility, the prospective insured failed to submit required evidence of insurability or that which was submitted was not satisfactory to us; or
- (5) the prospective insured is insured by an individual policy issued under the conversion provisions of this policy.

### **Are spouses of employees eligible for group universal life insurance?**

Yes. The lawful spouse of an eligible employee is eligible for group universal life insurance under this policy provided he or she is not legally separated from the employee and is neither eligible for insurance as an employee under this policy nor insured under this policy with portability status.

### **Are retired employees eligible for insurance?**

The policy specifications page indicates whether or not retired employees are eligible to become insured under this policy. If retired employees are eligible, the actively-at-work requirement will not apply to them. Regardless of initial eligibility for retirees, insurance on an insured employee who subsequently retires may still be eligible to be continued under the portability provisions of this policy.

### **What is the actively-at-work requirement?**

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

Employees not working due to illness or injury do not meet the actively-at-work requirement, nor do employees receiving sick pay, short-term disability benefits, long-term disability benefits, or any other compensation due to illness or injury.

If an employee is not actively at work on the date insurance would otherwise begin, or on the date an increase in the face amount of insurance would otherwise be effective, the employee will not be eligible for the insurance or increase until he or she returns to active work. However, if the absence is on a non-work day, insurance 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 amount of insurance applied for is greater than the guaranteed issue amount shown on the policy specifications page; or

### **What is guaranteed issue insurance?**

Guaranteed issue insurance is insurance that can be obtained for a prospective insured without providing evidence of insurability. To be eligible for guaranteed issue insurance, a prospective insured must meet all eligibility requirements and, for contributory insurance, application must be made within the enrollment period shown on the specifications page, which starts from the date the prospective insured is first eligible for insurance. The guarantee issue amounts are shown on the policy specifications page.

### **When does insurance become effective?**

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

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

If a spouse or child is hospitalized or confined because of illness or disease on the date insurance on the spouse or child would otherwise become effective, the effective date of such insurance will be delayed until he or she is released from hospitalization or confinement.

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

Yes. Subject to the employer's practices and procedures, insurance may be continued when an insured employee is not actively at work due to sickness, injury, leave of absence or temporary layoff. Insurance will continue until terminated in accordance with the termination provisions of this policy or, if earlier, based on the employer's practices and procedures; however, in no event will it continue beyond the following time frames:

- (1) Insurance continued for non-medical leave of absence or temporary layoff may be continued for up to twelve months from the last day the insured employee was actively at work.

- (2) Insurance continued for sickness, injury or medical leave of absence may be continued until the later of 12 months from the last day the insured employee was actively at work or the date the employee attains age 65.

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

Continuation provided under this provision does not affect the rights of continuation under the portability provisions of this policy. An individual continuing insurance under this provision is continuing with non-portability status.

## Death Benefit

### What is the amount of the death benefit?

The amount of the death benefit depends on whether Option A or Option B is in effect for a certificate. Option A is a level death benefit. Option B is an increasing death benefit. The death benefit option for all certificates issued under this policy will be the death benefit option selected by you. The death benefit option is shown on the policy specifications page.

#### Option A - Level Death Benefit

The amount of the death benefit for Option A is:

- (1) the greater of the face amount of insurance on the date of death or the minimum death benefit on the date of death; plus
- (2) any premium received after the date of death; minus
- (3) any unpaid monthly deductions due through the month in which death occurs, and any loan principal and accrued loan interest charges

#### Option B – Increasing Death Benefit

The amount of the death benefit for Option B is:

- (1) the greater of the face amount of insurance plus the account value on the date of death, or the minimum death benefit on the date of death; plus
- (2) any monthly deductions deducted from the account value for months subsequent to the month in which death occurs, and any accrued loan interest credits; minus
- (3) any unpaid monthly deductions due through the month in which death occurs, and any loan principal and accrued loan interest charges.

We intend for each certificate under this policy to qualify as a life insurance policy as defined by Section 7702 of the Internal Revenue Code. We reserve the right to increase the face amount of insurance or limit the amount of premium we will accept in order to maintain such qualification.

### What is the minimum death benefit?

The minimum death benefit is an amount determined by us that is required to preserve the qualification of the certificate as a life insurance policy as defined by Section 7702 of the Internal Revenue Code. The minimum death benefit is a percentage of the account value. The percentage depends on the age and nicotine status of the primary insured as identified in Table B. We reserve the right to change this table.

### Can the owner change the death benefit option?

No.

### What is the face amount of insurance?

The available face amounts of insurance are shown on the policy specifications page. The specific face amount on a primary insured is shown on the owner's certificate specifications page.

### How can the face amount of insurance change?

An owner can request an increase or a decrease in the face amount of his or her contributory insurance within the limitations of the plan of insurance, including any limitations on when and how often such requests may be made. All requests must be made in writing or through any other method made available by us under this policy.

If an owner requests an increase in the face amount of his or her contributory insurance, we will require satisfactory evidence of insurability. If a decrease in the face amount of contributory insurance is requested, the remaining face amount of insurance cannot be less than \$10,000.

The face amount of insurance may increase or decrease as a result of a change in the primary insured's eligible class, earnings or age as determined by the plan of insurance.

For an Option A death benefit, a withdrawal will reduce the face amount of insurance by the amount of the withdrawal and the withdrawal fee.

### When will changes in the face amount of insurance be effective?

Requested increases in the face amount of insurance, if approved, are effective on the date we approve the increase. Requested decreases in the face amount are effective on the first day of the month following our receipt of the request for a decrease, or the date requested by the owner if later.

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 primary insured's eligible class, earnings or age will be effective as shown on the policy specifications page.

Changes in the face amount of insurance due to a withdrawal will be effective on the date of the withdrawal.

All increases in the face amount of insurance for an employee are subject to the actively-at-work requirement. All increases in the face amount of insurance for a spouse or child will be delayed if the spouse or child is hospitalized or confined because of illness or disease on the date his or her increase would otherwise become effective. Such delay will continue until the spouse or child is released from hospitalization or confinement.

### **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 face amount of insurance 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 3% per year or the minimum required by state law, whichever is greater.

### **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 owner to receive the death benefit to be paid at the insured's death. The owner may name one or more beneficiaries. The owner may choose to name an irrevocable beneficiary which means that the owner cannot change this beneficiary without his or her consent. The owner cannot name the policyholder, you or an associated company as a beneficiary.

If there is more than one beneficiary, each will receive an equal share of the death benefit, unless the owner has requested another method in writing. To receive payment, a beneficiary must be living at the time of the insured's death. In the event a beneficiary is not living at the time of the insured's death, that beneficiary's portion of the death benefit will 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 owner does not name one, we will pay the death benefit to:

- (1) the primary insured's lawful spouse, if living; otherwise
- (2) the primary insured's natural or legally adopted children in equal shares, if living; otherwise
- (3) the primary insured's parents in equal shares, if living; otherwise
- (4) the personal representative of the primary insured's estate.

### **Can an owner add or change beneficiaries?**

Yes. An owner can add or change beneficiaries if the insurance is in force and we have written consent of any affected irrevocable beneficiaries.

A request to add or change a beneficiary must be made in writing or through any other method made available by us under this policy. A change will take effect as of the date it is signed, but will not be effective as to any payment we have made or actions we have taken before receiving an owner's request.

## **Premium**

### **When and how often is premium due?**

A premium must be paid to put a certificate issued under this policy in force. This initial premium must cover the first monthly deduction. A premium must also be paid when there is insufficient net cash value to pay the monthly deduction necessary to keep the certificate in force.

The monthly deduction is the sum of the following for a certificate month:

- (1) the cost of insurance; and
- (2) the cost of any additional insurance benefits provided by rider; and
- (3) any administration fee.

The administration fee, if any, is shown on the policy specifications page. We reserve the right to change the administration fee, not to exceed the guaranteed maximum administration fee of \$4.00.

### **Can additional premium be paid to accumulate cash value?**

Yes. Additional premium can be paid which exceeds the amount required to pay the monthly deduction. A percentage-of-premium charge will be deducted from the additional premium. The remainder will be credited to the owner's account value to accumulate at interest. The percentage-of-premium charge is shown on the policy specifications page. We reserve the right to change this charge, not to exceed the guaranteed maximum percentage-of-premium charge of 5%.

We reserve the right to limit the amount of additional premium to maintain a certificate's qualification as a life insurance policy as defined by Section 7702 of the Internal Revenue Code.

### **What are scheduled premium payments?**

Scheduled premium payments are periodic premium payments set and paid by the owner. The scheduled premium payment amount will be shown on the owner's certificate specifications page. The owner can change the amount and frequency of scheduled premium payments. The owner may also choose not to make a scheduled premium payment. Failure to make one or more

scheduled premium payments will not cause the insurance to terminate until such time as the net cash value is insufficient to pay the monthly deduction necessary to keep the insurance in force. For noncontributory insurance, you make scheduled premium payments, although the owner may also make scheduled premium payments for such insurance.

### **What are lump sum premium payments?**

In addition to scheduled premium payments, an owner or plan sponsor may make lump sum premium payments. Lump sum premium payments are non-repeating premium payments. The minimum amount of a lump sum premium payment is \$100.

We reserve the right to limit any lump sum premium payment to less than the amount which, when added to the owner's account value, equals the single premium for a paid-up whole life policy for the insured's death benefit. We also reserve the right to limit a lump sum premium payment to maintain a certificate's qualification as a life insurance policy as defined by Section 7702 of the Internal Revenue Code.

### **Is there a grace period for the payment of premium?**

Yes. Certificates issued under this policy have a 31-day grace period. The grace period will start on the monthly deduction date on which the net cash value of the certificate is insufficient to cover the monthly deduction necessary to keep the insurance in force. The insurance will lapse if the premium amount necessary to cover the monthly deduction due is not received by us by the end of the grace period. Lapse means all insurance provided by the certificate terminates. Insurance will remain in effect during the 31-day grace period. The grace period does not apply to the first premium payment.

### **How do we determine the cost of insurance?**

The cost of insurance on the life of a primary insured for a certificate month is equal to a risk factor multiplied by the net amount at risk for the certificate. The risk factor is based on the primary insured's age and rate class. The risk factor is subject to change, but will never exceed the maximums shown in Table A. The calculation of the net amount at risk depends on the death benefit option in effect for a certificate as follows:

#### **Option A - Level Death Benefit**

The net amount at risk is equal to:

- (1) the greater of the face amount of insurance or the minimum death benefit; minus
- (2) the account value immediately prior to the deduction of the cost of insurance.

#### **Option B - Increasing Death Benefit**

The net amount at risk is equal to the greater of:

- (1) the face amount of insurance; or

- (2) the minimum death benefit minus the account value immediately prior to the deduction of the cost of insurance.

## **Account Value and Net Cash Value**

---

### **What is the account value of a certificate?**

On the certificate effective date we will open an account for the owner to which we will add any net premium we receive for that certificate on or before the certificate effective date. This amount is the owner's beginning account value for the first certificate month. After the first certificate month, the beginning account value for a certificate month is equal to the ending account value from the previous certificate month.

On the monthly deduction date, we deduct from the account value the administration fee, if any, shown on the policy specifications page. We also deduct the cost of insurance on the life of the primary insured as well as the cost for any additional benefits provided by rider.

During the certificate month, we add to the account value any net premium we receive for that certificate. We subtract from the account value the amount of any withdrawals and fees charged for such withdrawals.

During the certificate month, interest is credited on the account value at a rate not less than 3% per year compounded annually. We may pay less interest on the loan principal portion of the account value than on the remainder of the account value, but in no event will we pay less than 3% interest.

The result is the owner's ending account value for the certificate month.

### **What is the net cash value of a certificate?**

The net cash value is the amount of money we will pay if the owner elects to surrender the certificate or the amount the owner may apply toward the purchase of a paid-up whole life insurance policy.

The net cash value is equal to the account value, plus accrued loan interest credits, minus any loan principal, accrued loan interest charges and any overdue monthly deductions.

### **Will an owner have access to the net cash value?**

Yes. The owner will have access to the net cash value through loans, withdrawals or a surrender of his or her certificate.

## **Loans**

---

### **Can an owner borrow against the net cash value of his or her certificate?**

Yes. An owner can request a loan from the net cash value at any time. A request for a loan may be made in

writing or through any other method made available by us under this policy.

We reserve the right to postpone payment of a loan for up to six months.

### **What are the minimum and maximum loan amounts available?**

The amount of a loan must be at least \$100 and cannot exceed (a) minus (b), where (a) is 90 percent of the account value and (b) is any loan principal plus accrued loan interest charges.

### **What is the effect of a loan?**

When a loan is taken, we will reduce the net cash value of the certificate by the amount borrowed. The amount borrowed becomes loan principal and is added to any existing loan principal.

### **What is the loan principal?**

The loan principal is the sum of all outstanding loans and accumulated loan interest charges for the certificate. The loan principal accrues loan interest credits and loan interest charges and continues to be part of the account value.

### **What is the interest rate charged on the loan principal?**

The interest rate charged on the loan principal is 8% per year. If accrued loan interest charges are not paid at the end of a certificate month, this interest will be deducted from the net cash value, added to the loan principal and charged the same rate of interest as the loan principal in effect.

### **What is the interest rate credited to a certificate as a result of a loan?**

Interest will be credited on the loan principal at a rate which is not less than 6% per year and will be added to the net cash value.

### **When and in what amount should loan repayments be made?**

The loan principal and accrued loan interest charges may be repaid in full or in part at any time before the primary insured's death provided that the insurance under the certificate is in force. The loan principal and accrued loan interest charges may also be repaid within 60 days after the date of the primary insured's death if we have not yet paid any of the death benefit. The amount of any loan repayment must be at least \$100 unless the balance due is less than \$100.

### **How do loan repayments affect the loan principal and net cash value?**

Loan repayments reduce the amount of the loan principal by the amount of the loan repayment, therefore increasing the net cash value of a certificate.

### **What happens if a loan is not repaid?**

If a loan is not repaid, the loan principal will continue to increase, reducing the certificate's net cash value. The certificate will remain in force provided that the net cash value is sufficient to pay the monthly deduction necessary to keep the certificate in force. If the certificate does not have sufficient net cash value, the insurance will lapse if the premium necessary to cover the monthly deduction due is not received by us by the end of the grace period. Lapse means all insurance provided by the certificate terminates. Insurance will remain in effect during the 31-day grace period.

## **Withdrawals and Surrender**

---

### **Can an owner request a withdrawal from the certificate's net cash value?**

Yes. An owner can request a withdrawal from the net cash value at any time. A request for a withdrawal may be made in writing or through any other method made available by us under this policy.

A fee of not more than \$25 will be charged for each withdrawal.

### **What are the minimum and maximum withdrawal amounts available?**

The amount of a withdrawal must be at least \$100 and cannot exceed (a) minus (b), where (a) is 100 percent of the account value and (b) is any loan principal and accrued loan interest charges.

We reserve the right to change the minimum amount or limit the number of times the owner may make a withdrawal.

### **What is the effect of a withdrawal on a certificate?**

A withdrawal reduces the net cash value of a certificate by the amount of the withdrawal and the withdrawal fee.

For an Option A death benefit, a withdrawal will also reduce the face amount of insurance by the amount of the withdrawal and the withdrawal fee, therefore reducing the death benefit by the same amount.

For an Option B death benefit, a withdrawal will not change the face amount of insurance. However, since the account value is reduced by the amount of the withdrawal and the withdrawal fee, the death benefit under Option B will be reduced by this same amount.

### **Can an owner surrender his or her certificate?**

Yes. An owner can surrender his or her certificate at any time. Surrendering the certificate means that the insurance under the certificate is terminated and we pay the net cash value to the owner. A request for a surrender may be made in writing or through any other method made available by us under this policy.

The net cash value will be calculated as of the date we process the owner's request.

### **Can we postpone payment of a withdrawal or surrender?**

Yes. We reserve the right to postpone the payment of any withdrawal or surrender for up to six months.

## **Reports**

### **Will an owner receive an annual report?**

An annual report showing the status of the certificate will be provided to each owner whose ending account value for the report period is greater than zero. This insurance review will include:

- (1) the total of all premiums paid and loan repayments made; and
- (2) the monthly deductions taken from the account value; and
- (3) the interest credited; and
- (4) the amount of any withdrawals; and
- (5) the amount of any loan principal; and
- (6) the net cash value; and
- (7) the current death benefit; and
- (8) the beginning and ending account values.

### **Can an owner request an illustration of his or her projected future account values?**

Yes. Upon request, we will provide an owner with an illustration of his or her projected future account values. The projection will be based on:

- (1) the owner's face amount of insurance; and
- (2) the owner's scheduled premium payments; and
- (3) any other necessary assumptions specified by the owner or us.

A fee of not more than \$20 will be charged for an illustration.

## **Paid-Up Insurance Option**

### **What is the paid-up insurance option?**

An owner can request at any time that his or her certificate be changed to an individual policy of paid-up whole life insurance. If such a request is made, we will terminate the group insurance on the primary insured provided under this policy and we will issue a new individual paid-up policy. Insurance on any dependents insured by rider will terminate and such insurance can be converted to a policy of individual life insurance according to the conversion provisions of the rider.

The death benefit provided by the paid-up policy will be determined as follows:

- (1) We will calculate the net cash value of the certificate on the date of the change. This will be the initial cash value of the paid-up policy.
- (2) The amount of the paid-up death benefit will be determined by multiplying the net cash value by a paid-up insurance factor. The minimum paid-up insurance factors are shown in Table C.

In no event will we be liable under both this policy and the new individual policy.

## **Portability**

### **Can insurance be continued under this policy for a primary insured who loses eligibility?**

Yes. Insurance under this policy may be continued for a primary insured who no longer meets the eligibility requirements of this policy, provided the loss of eligibility is not due to an amendment to this policy, or is due to an amendment and there is no successor plan. If a class or group of employees insured under this policy are no longer considered eligible, the loss of eligibility will be deemed to be due to an amendment to this policy, regardless of whether an amendment is actually issued.

If this condition is met, the primary insured will then be considered to have portability status and the date of the change in status will be considered his or her portability date.

Insurance for a primary insured who has portability status is automatically continued. We will bill the owner, and all premium payments on and after the portability date will be paid directly to us. The monthly deduction may be higher than that for primary insureds who do not have portability status. The monthly deduction may increase in the future, but will not exceed the maximums identified in the "Premium" section.

Continuance of insurance under these portability provisions includes any additional insurance benefits provided by rider.

### **Can a primary insured acquire portability status if this policy terminates?**

If this policy terminates and there is a successor plan, a primary insured who does not already have portability status cannot acquire portability status. Insurance will terminate for such a primary insured. If this policy terminates and there is not a successor plan, a primary insured can acquire portability status.

### **What are the minimum and maximum face amounts of insurance that can be continued?**

The minimum face amount of insurance that can be continued for a primary insured is \$10,000. The maximum face amount of insurance that can be continued for a primary insured on his or her portability date is the face amount of insurance in effect on the primary insured's portability date.



### **Can an owner request a change in the face amount of insurance for a primary insured with portability status?**

Yes. An owner can request a change in the face amount of insurance to any increment of \$10,000, subject to a minimum amount of \$10,000 and a maximum amount equal to the maximum amount available to active participants of the insured's class.

Requests for changes in the face amount of insurance may be made in writing or through any other method made available by us under this policy. If an owner requests an increase in the face amount of insurance, we will require satisfactory evidence of insurability. The increase, if approved, will be effective on the date of our approval. The actively-at-work requirement will not apply to any such increase. Requested decreases in the face amount will be effective on the first day of the month following our receipt of the request for a decrease, or the date requested by the owner if later.

### **Can an owner apply for any additional insurance benefits provided by rider while the primary insured has portability status?**

No. No certificate supplements may be added to an owner's certificate while the primary insured has portability status.

### **What happens if a primary insured with portability status again meets all of the eligibility requirements of this policy?**

If a primary insured with portability status again meets the eligibility requirements of this policy, he or she will no longer be considered to have portability status. Insurance for that primary insured may be provided only under the terms of this policy that apply to those with non-portability status. The face amount of insurance will not be reduced solely due to a change to non-portability status. A primary insured cannot be insured under this policy with both portability status and non-portability status.

### **What happens to insurance being continued under the portability provisions if this policy terminates?**

Notwithstanding anything in this policy to the contrary, termination of this policy will not terminate insurance then in force on a primary insured with portability status provided the primary insured is not eligible under a successor plan. This policy will be deemed to remain in force solely for the purpose of continuing such insurance, but without further obligation of the policyholder.

## **Termination**

### **When does insurance on a primary insured terminate?**

Insurance on a primary insured terminates on the earliest of:

- (1) 31 days after the monthly deduction date on which the net cash value is insufficient to cover the monthly deduction, if at that time the net cash

value of the certificate remains insufficient to pay the monthly deduction; or

- (2) the date we process the owner's request to surrender the certificate or terminate the insurance; or
- (3) the primary insured's 100th birthday; or
- (4) the date the primary insured no longer meets the eligibility requirements of this policy, unless the insurance can be continued under the portability provisions; or
- (5) the date this policy is amended to terminate insurance for a primary insured, unless the insurance can be continued under the portability provisions; or
- (6) the date this policy terminates, unless the insurance can be continued under the portability provisions.

### **Can insurance on the life of a primary insured be reinstated after lapse?**

Yes. Insurance terminated because the net cash value is insufficient to pay for the monthly deduction may be reinstated. Reinstatement must occur while the primary insured is living and within three years from the date of lapse. Reinstatement is made by our receipt of a premium payment in an amount that is large enough to cover all monthly deductions which have accrued on the certificate up to the effective date of reinstatement plus the monthly deductions for the two months following the effective date of reinstatement. If any loan principal and accrued loan interest charges are not repaid, this indebtedness will be reinstated along with the insurance. No evidence of the primary insured's insurability will be required for reinstatement during the first 31 days following lapse, but satisfactory evidence of insurability will be required from the 32nd day to three years from the date of the lapse.

The face amount of any noncontributory insurance will be that which applies to the class to which the primary insured belongs on the date of reinstatement. The face amount of contributory insurance will be that for which the primary insured was insured immediately prior to lapse.

### **When does this policy terminate?**

You may terminate this policy by giving us 31 days prior written notice.

We reserve the right to terminate this 61 days after we provide you with notice of our intent to terminate this policy.

We may terminate a plan sponsor's participation under this policy by giving the plan sponsor 61 days prior written notice.

### **Can this policy be reinstated?**

No. We will not reinstate this policy after it terminates. The plan sponsor must submit a new application for a new policy after the plan sponsor has ceased participation under this policy.

## **What happens to account values if this policy terminates?**

If this policy terminates, we reserve the right to complete the distribution of account values over a period of time determined by us, but not more than five years. This delayed distribution does not in any way continue or extend any insurance that has otherwise terminated.

## **Conversion Right**

---

### **What is the conversion right?**

An owner may be able to convert the life insurance provided by his or her certificate to a new individual life insurance policy if all or part of the owner's life insurance under this policy terminates. Conversion is not available if the certificate has lapsed due to failure to make a required premium payment.

The owner can convert up to the full amount of terminated life insurance if termination occurs because the insured no longer meets the eligibility requirements of this policy and the owner is not eligible to continue the insurance under the portability provisions.

Limited conversion is available if insurance is terminated because this policy is terminated or amended to reduce or terminate the insurance for an insured, the insured has been insured for at least five years, and the owner is not eligible to continue the insurance under the portability provisions. For limited conversion, the owner may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (1) \$10,000; or
- (2) the amount of life insurance which terminated minus any amount of group life insurance for which the insured becomes eligible under any group policy issued or reinstated within 31 days of the date the insurance terminated under this policy.

### **To what type of policy may an owner convert his or her insurance?**

The owner 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 or accidental death and dismemberment benefits.

### **How does an owner convert his or her insurance?**

An owner converts his or her insurance by applying for an individual policy and paying the first premium. The owner's application and the first premium payment must be received by us within 31 days after the group insurance terminates. No evidence of insurability will be required.

If the owner does not receive written notice of the conversion right under this policy at least 15 days prior to the end of the 31-day conversion period, he or she will

have an additional period within which to exercise such right. This additional period will expire 15 days after the owner is given such notice, but in no event will such additional period be extended beyond 60 days after the end of the conversion period. Notice of the conversion right will be presented to the owner or sent to his or her last known address. Receipt of the owner's certificate will constitute such notice. Nothing contained herein will be construed to continue any insurance beyond the period provided in this policy.

### **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 terminates or, if later, upon our receipt of the application if application is made during the additional period allowed for conversion.

### **What happens if an insured dies during the 31-day conversion period?**

If an insured dies during the 31-day conversion period, we will pay a death benefit regardless of whether or not an application for insurance under an individual policy has been submitted. The death benefit will be the face amount of insurance the owner would have been eligible to convert under the terms of the conversion provisions. We will return any premium paid for an individual policy to the 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 the age of an insured has been misstated, the face amount of insurance will be that amount to which the insured is entitled based on his or her correct age.

The death benefit and account value will be adjusted. The adjustment will be:

- (1) the cost of insurance charges that were paid; minus
- (2) the cost of insurance charges that should have been paid based on the insured's correct age.

This amount will be accumulated at interest. The interest rates that will be used are the rates that were used in accumulating the account value.

### **Is there a suicide exclusion?**

Yes. A suicide exclusion applies to contributory insurance on the life of a primary insured. The suicide exclusion limits our liability to an amount equal to the premium paid for contributory insurance on the life of a primary insured if

that primary insured, whether sane or insane, dies by suicide within two years of the effective date of the insurance.

If there has been an increase in the face amount of contributory insurance on the life of a primary insured for which application or evidence of insurability was required, and if the primary 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 cost of insurance paid and attributable to such increase.

If the primary insured is a citizen of Colorado, Missouri or North Dakota, the duration of this suicide exclusion is for one year instead of two years.

#### **When does insurance become incontestable?**

After insurance has been in force on an insured during his or her lifetime for two years from the effective date of such insurance, we cannot contest the insurance for any loss that is incurred more than two years from the effective date of such insurance, except for fraud or if the insurance has lapsed. However, if there has been an increase in the face amount of insurance for which application or evidence of insurability was required, 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 an insured or owner makes in an application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured or owner makes will not be used to void the insurance, nor defend against a claim, unless the statement is contained in the signed application, which is deemed a part of the owner's certificate, or any evidence of insurability application, and a copy containing the statement is furnished to the owner, the beneficiary, or the owner's or beneficiary's personal representative.

#### **Can a certificate be assigned?**

Yes. However, we will not be bound by an assignment of a certificate or of any interest in such certificate unless the assignment is made in writing or through any other method made available by us under this policy and we send the owner an acknowledgement of the assignment.

We are not responsible for the validity of any assignment. An owner is responsible for ensuring that the assignment is legal 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 a claim of a beneficiary.

#### **Can a change of ownership for a certificate be requested?**

Yes. A change of ownership is a type of assignment. All provisions for assignments apply to ownership changes.

#### **Is the plan sponsor required to maintain records?**

Yes. The plan sponsor is required to maintain adequate records of any information necessary for us to administer this policy. We can obtain these records from the plan sponsor 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 terminated, nor put into effect insurance to which an owner is not otherwise entitled. If an error causes a change in premium payment, we will make a fair adjustment.

#### **Will a certificate of insurance be provided for each owner?**

Yes. The certificate will include information regarding the principal provisions of the insurance.

#### **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.

**TABLE A**

**MINNESOTA LIFE INSURANCE COMPANY**

**Guaranteed Maximum Monthly Risk Factor  
on a Nicotine-Distinct Basis  
per \$1,000 Net Amount at Risk**

<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u>		<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u>		<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u>	
	<u>Non-Nicotine</u>	<u>Nicotine</u>		<u>Non-Nicotine</u>	<u>Nicotine</u>		<u>Non-Nicotine</u>	<u>Nicotine</u>
10	0.076	0.076	40	0.243	0.406	70	3.427	5.191
11	0.082	0.082	41	0.261	0.445	71	3.797	5.648
12	0.091	0.091	42	0.281	0.488	72	4.230	6.171
13	0.104	0.104	43	0.302	0.534	73	4.724	6.757
14	0.118	0.118	44	0.324	0.584	74	5.273	7.405
15	0.129	0.163	45	0.350	0.636	75	5.864	8.100
16	0.139	0.179	46	0.377	0.691	76	6.491	8.815
17	0.147	0.192	47	0.407	0.749	77	7.149	9.540
18	0.152	0.202	48	0.439	0.813	78	7.845	10.278
19	0.156	0.208	49	0.474	0.882	79	8.600	11.058
20	0.158	0.212	50	0.514	0.958	80	9.439	11.904
21	0.157	0.212	51	0.559	1.043	81	10.384	12.841
22	0.154	0.210	52	0.611	1.140	82	11.456	13.886
23	0.152	0.208	53	0.671	1.249	83	12.649	15.034
24	0.149	0.204	54	0.736	1.367	84	13.943	16.241
25	0.146	0.199	55	0.808	1.492	85	15.311	17.473
26	0.144	0.197	56	0.885	1.624	86	16.737	18.705
27	0.143	0.197	57	0.967	1.760	87	18.205	19.973
28	0.143	0.198	58	1.056	1.903	88	19.710	21.295
29	0.144	0.202	59	1.156	2.056	89	21.271	22.625
30	0.146	0.208	60	1.268	2.228	90	22.908	24.006
31	0.149	0.215	61	1.395	2.424	91	24.659	25.457
32	0.153	0.223	62	1.544	2.650	92	26.588	27.118
33	0.159	0.235	63	1.714	2.904	93	28.870	29.192
34	0.166	0.249	64	1.903	3.184	94	31.894	32.006
35	0.174	0.265	65	2.110	3.480	95	36.370	36.370
36	0.184	0.285	66	2.332	3.788	96	43.668	43.668
37	0.197	0.310	67	2.568	4.104	97	56.256	56.256
38	0.210	0.338	68	2.823	4.434	98	77.589	77.589
39	0.225	0.369	69	3.105	4.792	99	83.333	83.333

**TABLE A**

**MINNESOTA LIFE INSURANCE COMPANY**

**Guaranteed Maximum Monthly Risk Factor  
on a Uni-Nicotine Basis  
per \$1,000 Net Amount at Risk**

<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u> <u>Uni-Nicotine</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u> <u>Uni-Nicotine</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u> <u>Uni-Nicotine</u>
10	0.076	40	0.312	70	3.835
11	0.082	41	0.339	71	4.214
12	0.091	42	0.368	72	4.654
13	0.104	43	0.398	73	5.157
14	0.118	44	0.431	74	5.712
15	0.134	45	0.465	75	6.310
16	0.148	46	0.502	76	6.941
17	0.159	47	0.541	77	7.599
18	0.168	48	0.583	78	8.289
19	0.174	49	0.629	79	9.033
20	0.176	50	0.681	80	9.857
21	0.177	51	0.739	81	10.784
22	0.176	52	0.805	82	11.835
23	0.173	53	0.879	83	13.006
24	0.171	54	0.960	84	14.270
25	0.167	55	1.047	85	15.605
26	0.166	56	1.138	86	16.991
27	0.166	57	1.234	87	18.421
28	0.166	58	1.334	88	19.895
29	0.169	59	1.444	89	21.422
30	0.172	60	1.568	90	23.024
31	0.178	61	1.709	91	24.740
32	0.184	62	1.871	92	26.640
33	0.193	63	2.055	93	28.901
34	0.202	64	2.259	94	31.905
35	0.214	65	2.478	95	36.370
36	0.229	66	2.711	96	43.668
37	0.246	67	2.956	97	56.256
38	0.265	68	3.217	98	77.589
39	0.287	69	3.507	99	83.333

**TABLE B**

**MINNESOTA LIFE INSURANCE COMPANY**

**Minimum Death Benefit as a Percentage of Account Value  
on a Nicotine-Distinct Basis**

<u>Attained Age</u>	<u>Minimum Death Benefit</u>		<u>Attained Age</u>	<u>Minimum Death Benefit</u>		<u>Attained Age</u>	<u>Minimum Death Benefit</u>	
	<u>Non-Nicotine</u>	<u>Nicotine</u>		<u>Non-Nicotine</u>	<u>Nicotine</u>		<u>Non-Nicotine</u>	<u>Nicotine</u>
10	962%	796%	40	366%	306%	70	153%	143%
11	931%	769%	41	354%	297%	71	149%	141%
12	901%	744%	42	342%	288%	72	146%	138%
13	872%	719%	43	331%	279%	73	143%	136%
14	845%	696%	44	321%	271%	74	140%	134%
15	819%	673%	45	310%	263%	75	138%	132%
16	795%	653%	46	301%	255%	76	135%	130%
17	771%	634%	47	291%	248%	77	133%	128%
18	748%	615%	48	282%	241%	78	131%	127%
19	726%	598%	49	273%	234%	79	129%	125%
20	705%	580%	50	265%	227%	80	127%	123%
21	684%	563%	51	256%	221%	81	125%	122%
22	663%	547%	52	249%	215%	82	123%	121%
23	643%	530%	53	241%	210%	83	121%	119%
24	623%	514%	54	234%	204%	84	120%	118%
25	604%	498%	55	227%	199%	85	118%	117%
26	584%	483%	56	220%	194%	86	117%	116%
27	566%	468%	57	214%	189%	87	116%	115%
28	547%	453%	58	208%	185%	88	115%	114%
29	529%	438%	59	202%	180%	89	114%	113%
30	512%	424%	60	196%	176%	90	113%	112%
31	495%	410%	61	191%	172%	91	112%	111%
32	479%	397%	62	186%	168%	92	111%	110%
33	463%	384%	63	181%	164%	93	109%	109%
34	447%	372%	64	176%	161%	94	108%	108%
35	433%	360%	65	172%	158%	95	107%	107%
36	418%	348%	66	168%	154%	96	106%	106%
37	404%	337%	67	164%	151%	97	104%	104%
38	391%	326%	68	160%	149%	98	103%	103%
39	378%	316%	69	156%	146%	99	102%	102%

**TABLE B****MINNESOTA LIFE INSURANCE COMPANY****Minimum Death Benefit as a Percentage of Account Value  
on a Uni-Nicotine Basis**

<u>Attained Age</u>	<u>Minimum Death Benefit</u> <u>Uni-Nicotine</u>	<u>Attained Age</u>	<u>Minimum Death Benefit</u> <u>Uni-Nicotine</u>	<u>Attained Age</u>	<u>Minimum Death Benefit</u> <u>Uni-Nicotine</u>
10	896%	40	343%	70	150%
11	866%	41	332%	71	147%
12	838%	42	322%	72	144%
13	811%	43	312%	73	142%
14	785%	44	302%	74	139%
15	761%	45	293%	75	137%
16	737%	46	284%	76	134%
17	715%	47	275%	77	132%
18	694%	48	267%	78	130%
19	674%	49	259%	79	128%
20	654%	50	252%	80	126%
21	635%	51	244%	81	124%
22	616%	52	237%	82	123%
23	597%	53	231%	83	121%
24	579%	54	224%	84	120%
25	561%	55	218%	85	118%
26	543%	56	212%	86	117%
27	526%	57	206%	87	116%
28	509%	58	201%	88	115%
29	493%	59	196%	89	114%
30	477%	60	191%	90	113%
31	461%	61	186%	91	112%
32	446%	62	181%	92	111%
33	432%	63	177%	93	109%
34	418%	64	172%	94	108%
35	404%	65	168%	95	107%
36	391%	66	164%	96	106%
37	378%	67	161%	97	104%
38	366%	68	157%	98	103%
39	354%	69	154%	99	102%

TABLE C

MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Factors  
Paid-up Whole-life Policy

<u>Attained Age</u>	<u>Factor</u>	<u>Attained Age</u>	<u>Factor</u>	<u>Attained Age</u>	<u>Factor</u>
10	8.841	40	3.445	70	1.482
11	8.560	41	3.335	71	1.452
12	8.290	42	3.230	72	1.423
13	8.032	43	3.128	73	1.396
14	7.788	44	3.029	74	1.370
15	7.558	45	2.935	75	1.346
16	7.339	46	2.844	76	1.324
17	7.129	47	2.756	77	1.303
18	6.926	48	2.672	78	1.283
19	6.730	49	2.591	79	1.265
20	6.538	50	2.512	80	1.247
21	6.350	51	2.437	81	1.230
22	6.165	52	2.365	82	1.215
23	5.983	53	2.296	83	1.200
24	5.803	54	2.229	84	1.187
25	5.626	55	2.165	85	1.174
26	5.452	56	2.104	86	1.163
27	5.281	57	2.046	87	1.153
28	5.114	58	1.990	88	1.143
29	4.950	59	1.936	89	1.134
30	4.791	60	1.884	90	1.125
31	4.636	61	1.835	91	1.116
32	4.486	62	1.788	92	1.107
33	4.340	63	1.742	93	1.098
34	4.198	64	1.700	94	1.088
35	4.062	65	1.659	95	1.078
36	3.929	66	1.620	96	1.066
37	3.802	67	1.583	97	1.054
38	3.678	68	1.548	98	1.043
39	3.560	69	1.514	99	1.040



# Child Term Life Insurance GUL 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 term life insurance on the lives of a primary insured's eligible dependent children.

### Who is eligible for insurance under this rider?

A primary insured's natural children, stepchildren, and legally adopted children, are eligible for insurance under this rider provided they are: (a) unmarried; (b) dependent on the primary insured for financial support; and (c) have attained the age of 14 days but have not attained the age of 21 years or have not attained the age of 25 years if a full-time student at an accredited educational institution. Children age 21 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 21 (25 if a full-time student) and are financially dependent on the certificate holder for more than one-half of their support and maintenance.

A child cannot be insured under more than one certificate issued under the group policy. If both parents of a child qualify as primary insureds under the group policy, only one parent may insure the child. If a child qualifies as a primary insured under the group policy, he or she is not eligible to be insured as a child.

Any child who, subsequent to the effective date of the primary insured's child term life insurance, meets the eligibility requirements of this rider will become insured on the date he or she so qualifies, provided the child is not hospitalized or confined because of illness or disease. If the child is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement.

## Death Benefit

### What is the amount of the death benefit on each insured child?

The amount of the death benefit on each insured child is equal to the amount of life insurance on the insured child. The available life insurance amounts are shown on the policy specifications page. The specific life insurance

amount is shown on the owner's certificate specifications page.

### To whom will we pay the death benefit?

We will pay the death benefit under this rider to the primary insured, if living, otherwise to his or her estate.

## Termination

### When does insurance on a child under this rider terminate?

Insurance on a child terminates on the earliest of:

- (1) the date the child no longer meets the eligibility requirements; or
- (2) the date specified in a request from the owner to terminate child term life insurance; or
- (3) the date the primary insured is no longer insured under the group policy; or
- (4) the date this rider terminates.

The primary insured must notify us or the employer when he or she no longer has any children insured under this rider so that the premium paid for this insurance may be discontinued. Any such premium paid after a primary insured no longer has any children eligible for insurance under this rider will be refunded without any payment of claim.

### When does this rider terminate?

This rider will terminate on the earlier of:

- (1) the date specified in a request from you to terminate this rider; or
- (2) the date the group policy is terminated.

## Conversion Right

### What is the conversion right under this rider?

Insurance on a child may be eligible to be converted to a new individual life insurance policy if the insurance under this rider terminates. Conversion is not available if the insurance terminates due to failure to make a required premium.

An amount up to the full amount of terminated insurance can be converted if termination occurs because:

- (1) the primary insured no longer meets the eligibility requirements of the group policy and the owner is not eligible to continue the insurance under the portability provisions; or

- (2) the child no longer meets the eligibility requirements; or
- (3) the primary insured dies.

Limited conversion is available if the child has been insured for at least five years, and the insurance is terminated because:

- (1) this rider is terminated or amended to terminate insurance for the child; or
- (2) the group policy is terminated and the owner is not eligible to continue the insurance under the portability provisions.

For limited conversion, up to the full amount of terminated insurance may be converted, but not more than the maximum. The maximum is the lesser of:

- (1) \$10,000; and
- (2) the amount of life insurance which terminated minus any amount of group life insurance for which the child becomes eligible under any group policy issued or reinstated within 31 days of the date the insurance terminated under this rider.

Conversion may be requested by the owner, an insured child of legal capacity, or the insured child's guardian, if applicable.

All other provisions and conditions of the conversion provisions of the group policy will apply.

## **Additional Information**

---

### **Will insurance on a child under this rider accumulate account value?**

No. Insurance on a child under this rider will not accumulate account value.

*Dennis E. Fedorofsky*

Secretary

*Rhet L. Lankin*

President

# Accelerated Benefits GUL Policy Rider

MINNESOTA LIFE

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

**BENEFITS RECEIVED UNDER THIS RIDER MAY BE TAXABLE. A PRIMARY INSURED SHOULD SEEK ASSISTANCE FROM A PERSONAL TAX ADVISOR PRIOR TO REQUESTING AN ACCELERATED PAYMENT OF THE DEATH BENEFIT.**

## 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 if the insured has a terminal condition as defined in this rider.

### What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less. We must be given medical evidence that satisfies us that the insured has a terminal condition. That evidence must include certification by a physician. For purposes of this rider, a physician is an individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be the primary insured or the primary insured's spouse, children, parents, grandparents, grandchildren, brothers or sisters, or the spouse of any such individuals.

## Accelerated Benefit

### What is the accelerated benefit?

The accelerated benefit is the amount of the death benefit payable under this rider. It is the death benefit that is being accelerated, up to 100% of the insured's amount of insurance, subject to the minimums and maximums stated below.

### Who may request an accelerated benefit?

A primary insured may request an accelerated payment of the insurance on his or her life or on the life of a dependent insured by certificate supplement.

### When can an accelerated benefit be requested?

An accelerated benefit can be requested any time, provided the following conditions are met:

- (1) the insurance is in force and all premiums due are fully paid; and

- (2) the primary insured is the sole owner of the certificate; and
- (3) the certificate does not have an irrevocable beneficiary; and
- (4) application is made in writing or through any other method made available by us under the group policy and in a form which is satisfactory to us.

### Is there a minimum death benefit that can be accelerated?

Yes. The minimum death benefit that can be accelerated is \$10,000.

### Is there a maximum death benefit that can be accelerated?

Yes. The maximum death benefit that can be accelerated is \$1,000,000.

### Is a partial accelerated benefit available?

Yes. The primary insured may choose to accelerate only a portion of the death benefit, provided the remaining amount is at least \$25,000. This is called a partial accelerated benefit.

The primary insured may apply for a subsequent accelerated benefit at any time. However, the total amount of the death benefit for all accelerated benefit payments for an insured cannot exceed \$1,000,000. We may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

### What is the effect of an accelerated benefit?

If the full amount of the death benefit for an insured is accelerated, the insurance for that insured and all other benefits under the certificate and any certificate supplements which apply to that insured will end. If the insured is a primary insured, the certificate terminates and any dependents insured by certificate supplement to the certificate will be allowed to convert such insurance to a policy of individual life insurance according to the conversion provisions of the group policy.

If a partial amount of the death benefit for an insured is accelerated, insurance will remain in force, and the death benefit will be reduced by the amount of the death benefit that was accelerated. As a result, the following are reduced in the same proportion as the reduction in the death benefit if the insurance being accelerated is insurance on the life of a primary insured:

- (1) the face amount of insurance; and
- (2) the net cash value; and
- (3) the loan principal.

The cost of insurance for a primary insured is reduced as a result of the reduction in the face amount of insurance.

#### **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 the accelerated benefit?**

We will pay the accelerated benefit to the primary insured who requested the accelerated payment unless the primary insured validly assigns it.

## **Termination**

#### **When does coverage on an insured under this rider terminate?**

Coverage on an insured terminates on the earlier of:

- (1) the date the insured is no longer insured under the group policy; or
- (2) the date this rider terminates.

#### **When does this rider terminate?**

This rider will terminate on the earlier of:

- (1) the date specified in a request from you to terminate this rider; or
- (2) the date the group policy is terminated.

## **Additional Information**


#### **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 beneficiary. Therefore, an accelerated benefit is not available 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.

#### **Do we have the right to obtain independent medical verification?**

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

  
Secretary

  
President

## Group Policy Amendment

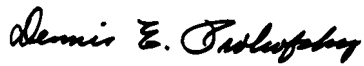
**MINNESOTA LIFE**

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. 50215-G issued by MINNESOTA LIFE INSURANCE COMPANY to LEE MEMORIAL HEALTH SYSTEM. This amendment is effective as of January 1, 2011. The Group Universal Life Insurance Policy is amended as follows:

For any employee who first becomes insured under the policy on or after January 1, 2011, the Tables A, B and C of the policy are replaced with the attached Tables A, B, and C.



Secretary



President

TABLE A

## MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Maximum Monthly Risk Factor  
on a Nicotine-Distinct Basis  
per \$1,000 Net Amount at Risk

Attained Age	Maximum Monthly Risk Factor		Attained Age	Maximum Monthly Risk Factor		Attained Age	Maximum Monthly Risk Factor	
	Non-Nicotine	Nicotine		Non-Nicotine	Nicotine		Non-Nicotine	Nicotine
10	0.038	0.038	40	0.243	0.460	70	3.943	6.258
11	0.045	0.045	41	0.263	0.502	71	4.360	6.800
12	0.055	0.055	42	0.288	0.552	72	4.842	7.418
13	0.063	0.063	43	0.317	0.612	73	5.352	8.050
14	0.082	0.082	44	0.350	0.678	74	5.898	8.732
15	0.100	0.100	45	0.385	0.747	75	6.493	9.480
16	0.117	0.130	46	0.422	0.817	76	7.162	10.305
17	0.130	0.153	47	0.453	0.880	77	7.932	11.247
18	0.137	0.170	48	0.482	0.933	78	8.815	12.312
19	0.140	0.182	49	0.517	1.002	79	9.798	13.477
20	0.142	0.193	50	0.560	1.083	80	10.907	14.775
21	0.142	0.203	51	0.613	1.187	81	12.130	16.190
22	0.143	0.212	52	0.677	1.310	82	13.418	17.640
23	0.145	0.223	53	0.750	1.453	83	14.810	19.168
24	0.147	0.237	54	0.840	1.622	84	16.347	20.862
25	0.150	0.248	55	0.940	1.800	85	18.015	22.700
26	0.157	0.262	56	1.045	1.988	86	19.857	24.697
27	0.162	0.272	57	1.148	2.163	87	21.887	26.868
28	0.160	0.273	58	1.252	2.333	88	24.018	29.090
29	0.158	0.275	59	1.370	2.530	89	26.198	31.282
30	0.157	0.277	60	1.512	2.763	90	28.175	33.138
31	0.157	0.280	61	1.682	3.045	91	30.035	34.770
32	0.160	0.287	62	1.878	3.365	92	32.183	36.653
33	0.165	0.298	63	2.090	3.705	93	34.655	38.783
34	0.172	0.312	64	2.313	4.048	94	37.483	41.360
35	0.180	0.327	65	2.545	4.387	95	40.455	44.230
36	0.190	0.347	66	2.783	4.722	96	43.413	47.010
37	0.202	0.370	67	3.035	5.067	97	45.887	49.207
38	0.213	0.397	68	3.302	5.422	98	47.843	50.767
39	0.227	0.425	69	3.598	5.812	99	50.475	53.020

TABLE A

## MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Maximum Monthly Risk Factor  
on a Uni-Nicotine Basis  
per \$1,000 Net Amount at Risk

<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u>	<u>Attained Age</u>	<u>Maximum Monthly Risk Factor</u>
	<u>Uni-Nicotine</u>		<u>Uni-Nicotine</u>		<u>Uni-Nicotine</u>
10	0.038	40	0.273	70	4.200
11	0.045	41	0.297	71	4.623
12	0.055	42	0.325	72	5.112
13	0.063	43	0.358	73	5.625
14	0.082	44	0.395	74	6.178
15	0.100	45	0.435	75	6.785
16	0.118	46	0.477	76	7.462
17	0.133	47	0.512	77	8.242
18	0.142	48	0.543	78	9.135
19	0.147	49	0.582	79	10.127
20	0.148	50	0.628	80	11.243
21	0.152	51	0.688	81	12.475
22	0.153	52	0.758	82	13.767
23	0.155	53	0.842	83	15.157
24	0.158	54	0.940	84	16.695
25	0.163	55	1.048	85	18.363
26	0.172	56	1.165	86	20.203
27	0.177	57	1.277	87	22.225
28	0.177	58	1.387	88	24.348
29	0.175	59	1.513	89	26.508
30	0.175	60	1.663	90	28.452
31	0.175	61	1.845	91	30.273
32	0.178	62	2.053	92	32.385
33	0.183	63	2.278	93	34.815
34	0.190	64	2.515	94	37.615
35	0.198	65	2.760	95	40.572
36	0.210	66	3.008	96	43.513
37	0.223	67	3.270	97	45.952
38	0.238	68	3.545	98	47.858
39	0.255	69	3.850	99	50.475

TABLE B

MINNESOTA LIFE INSURANCE COMPANY

Minimum Death Benefit as a Percentage of Account Value  
on a Nicotine-Distinct Basis

Attained Age	Minimum Death Benefit		Attained Age	Minimum Death Benefit		Attained Age	Minimum Death Benefit	
	Non-Nicotine	Nicotine		Non-Nicotine	Nicotine		Non-Nicotine	Nicotine
10	1161%	937%	40	413%	341%	70	165%	152%
11	1119%	903%	41	399%	330%	71	161%	149%
12	1079%	870%	42	385%	319%	72	157%	147%
13	1041%	839%	43	372%	309%	73	154%	144%
14	1005%	809%	44	359%	299%	74	151%	141%
15	970%	780%	45	347%	290%	75	147%	139%
16	938%	753%	46	336%	281%	76	144%	136%
17	907%	728%	47	325%	273%	77	141%	134%
18	877%	704%	48	314%	265%	78	139%	132%
19	849%	681%	49	304%	257%	79	136%	130%
20	821%	659%	50	294%	249%	80	134%	128%
21	794%	637%	51	285%	242%	81	131%	126%
22	768%	617%	52	276%	235%	82	129%	125%
23	743%	597%	53	267%	228%	83	127%	123%
24	718%	578%	54	258%	222%	84	125%	122%
25	694%	559%	55	250%	216%	85	123%	120%
26	671%	541%	56	243%	210%	86	122%	119%
27	649%	524%	57	236%	205%	87	120%	118%
28	627%	507%	58	229%	200%	88	119%	117%
29	606%	491%	59	222%	195%	89	118%	116%
30	585%	475%	60	215%	190%	90	116%	115%
31	565%	460%	61	209%	185%	91	115%	114%
32	546%	445%	62	203%	181%	92	114%	113%
33	527%	430%	63	198%	177%	93	113%	112%
34	509%	416%	64	193%	173%	94	112%	111%
35	491%	402%	65	187%	169%	95	111%	110%
36	475%	389%	66	183%	165%	96	109%	109%
37	458%	376%	67	178%	162%	97	108%	107%
38	442%	364%	68	174%	159%	98	106%	106%
39	427%	352%	69	169%	155%	99	103%	103%



TABLE B

## MINNESOTA LIFE INSURANCE COMPANY

Minimum Death Benefit as a Percentage of Account Value  
on a Uni-Nicotine Basis

<u>Attained Age</u>	<u>Minimum Death Benefit</u>	<u>Attained Age</u>	<u>Minimum Death Benefit</u>	<u>Attained Age</u>	<u>Minimum Death Benefit</u>
	<u>Uni-Nicotine</u>		<u>Uni-Nicotine</u>		<u>Uni-Nicotine</u>
10	1125%	40	402%	70	164%
11	1084%	41	388%	71	160%
12	1045%	42	375%	72	156%
13	1008%	43	362%	73	153%
14	973%	44	350%	74	150%
15	939%	45	339%	75	146%
16	908%	46	328%	76	143%
17	878%	47	317%	77	141%
18	849%	48	307%	78	138%
19	822%	49	297%	79	135%
20	795%	50	288%	80	133%
21	769%	51	279%	81	131%
22	744%	52	270%	82	129%
23	719%	53	261%	83	127%
24	696%	54	253%	84	125%
25	673%	55	246%	85	123%
26	650%	56	238%	86	122%
27	629%	57	231%	87	120%
28	608%	58	225%	88	119%
29	588%	59	218%	89	118%
30	568%	60	212%	90	116%
31	549%	61	206%	91	115%
32	530%	62	200%	92	114%
33	512%	63	195%	93	113%
34	494%	64	190%	94	112%
35	478%	65	185%	95	111%
36	461%	66	180%	96	109%
37	445%	67	176%	97	108%
38	430%	68	172%	98	106%
39	416%	69	168%	99	103%

TABLE C

MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Fixed Paid-Up Factors  
on a Nicotine-Distinct Basis

Attained Age	Guaranteed Paid-Up Factor		Attained Age	Guaranteed Paid-Up Factor		Attained Age	Guaranteed Paid-Up Factor	
	Non-Nicotine	Nicotine		Non-Nicotine	Nicotine		Non-Nicotine	Nicotine
10	8.70861	6.96148	40	3.28883	2.69649	70	1.44258	1.34302
11	8.40218	6.71132	41	3.18249	2.61590	71	1.41429	1.32266
12	8.11003	6.47226	42	3.08020	2.53859	72	1.38747	1.30326
13	7.83328	6.24487	43	2.98204	2.46462	73	1.36217	1.28492
14	7.56961	6.02762	44	2.88792	2.39407	74	1.33823	1.26741
15	7.32357	5.82319	45	2.79782	2.32686	75	1.31550	1.25067
16	7.09339	5.63033	46	2.71148	2.26268	76	1.29386	1.23468
17	6.87668	5.45137	47	2.62868	2.20126	77	1.27332	1.21940
18	6.67068	5.28301	48	2.54887	2.14213	78	1.25394	1.20493
19	6.47167	5.12254	49	2.47169	2.08476	79	1.23579	1.19133
20	6.27794	4.96813	50	2.39721	2.02938	80	1.21883	1.17860
21	6.08870	4.81938	51	2.32554	1.97609	81	1.20311	1.16678
22	5.90332	4.67558	52	2.25678	1.92512	82	1.18859	1.15588
23	5.72238	4.53613	53	2.19097	1.87658	83	1.17509	1.14570
24	5.54581	4.40142	54	2.12809	1.83054	84	1.16254	1.13613
25	5.37356	4.27146	55	2.06827	1.78710	85	1.15092	1.12723
26	5.20600	4.14567	56	2.01141	1.74605	86	1.14019	1.11901
27	5.04382	4.02407	57	1.95727	1.70723	87	1.13040	1.11155
28	4.88639	3.90595	58	1.90547	1.67012	88	1.12165	1.10496
29	4.73212	3.79010	59	1.85573	1.63441	89	1.11393	1.09927
30	4.58108	3.67651	60	1.80806	1.60019	90	1.10716	1.09448
31	4.43332	3.56521	61	1.76257	1.56760	91	1.10088	1.09015
32	4.28916	3.45638	62	1.71938	1.53688	92	1.09466	1.08554
33	4.14913	3.35032	63	1.67854	1.50809	93	1.08854	1.08133
34	4.01335	3.24738	64	1.63988	1.48110	94	1.08273	1.07670
35	3.88190	3.14756	65	1.60321	1.45566	95	1.07716	1.07297
36	3.75481	3.05083	66	1.56830	1.43146	96	1.07192	1.06985
37	3.63206	2.95738	67	1.53493	1.40824	97	1.06615	1.06365
38	3.51361	2.86721	68	1.50292	1.38584	98	1.05746	1.06245
39	3.39922	2.78029	69	1.47215	1.36411	99	1.04212	1.04106

TABLE C

## MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Fixed Paid-Up Factors  
on a Uni-Nicotine Basis

<u>Attained Age</u>	<u>Guaranteed Paid-Up Factor</u>	<u>Attained Age</u>	<u>Guaranteed Paid-Up Factor</u>	<u>Attained Age</u>	<u>Guaranteed Paid-Up Factor</u>
	<u>Uni-Nicotine</u>		<u>Uni-Nicotine</u>		<u>Uni-Nicotine</u>
10	8.40565	40	3.18983	70	1.43042
11	8.10878	41	3.08815	71	1.40337
12	7.82564	42	2.99041	72	1.37767
13	7.55722	43	2.89667	73	1.35340
14	7.30136	44	2.80690	74	1.33036
15	7.06225	45	2.72096	75	1.30845
16	6.83819	46	2.63868	76	1.28758
17	6.62773	47	2.55983	77	1.26774
18	6.42817	48	2.48380	78	1.24900
19	6.23595	49	2.41023	79	1.23143
20	6.04939	50	2.33919	80	1.21500
21	5.86711	51	2.27077	81	1.19976
22	5.68960	52	2.20517	82	1.18568
23	5.51624	53	2.14240	83	1.17258
24	5.34696	54	2.08252	84	1.16036
25	5.18216	55	2.02559	85	1.14905
26	5.02213	56	1.97149	86	1.13860
27	4.86744	57	1.92004	87	1.12907
28	4.71711	58	1.87083	88	1.12054
29	4.57001	59	1.82352	89	1.11303
30	4.42586	60	1.77817	90	1.10646
31	4.28499	61	1.73485	91	1.10037
32	4.14742	62	1.69375	92	1.09426
33	4.01362	63	1.65488	93	1.08827
34	3.88373	64	1.61813	94	1.08255
35	3.75784	65	1.58328	95	1.07696
36	3.63598	66	1.55012	96	1.07190
37	3.51832	67	1.51840	97	1.06618
38	3.40480	68	1.48795	98	1.05959
39	3.29534	69	1.45864	99	1.04348

**MINNESOTA LIFE**

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

**GROUP UNIVERSAL LIFE INSURANCE POLICY • NONPARTICIPATING**