

Group Universal Life Policy Amendment #1

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. 50027 issued by Minnesota Life Insurance Company to San Bernardino County. This amendment is effective as of July 20, 2024. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

1. The section, "When does this policy terminate?" found on the policy is amended to read as follows:

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 policy 180 days after we provide you with notice of our intent to terminate this policy.

2. The No Double Coverage line item is amended to read as follows:

A person cannot be covered as both an active employee and a retiree.

3. The employee definition found on the policy is amended to read as follows:

Employee

An individual who is a full-time exempt employee of the policyholder who are scheduled to work at least 60 hours a pay period. The term employee shall also apply to elected officials who are eligible for insurance under this policy.

4. The effective date for coverage elected during an annual open enrollment is amended.

The ANNUAL OPEN ENROLLMENTS AND QUALIFIED STATUS CHANGES sections found on the GUL Policy Specifications Page are amended to read as follows:

ANNUAL OPEN ENROLLMENTS: During the employer's annual open enrollment, the following election change can be made without providing evidence of insurability:

- An employee who is not currently insured for GUIL insurance may elect GUL insurance and an employee with existing GUL insurance may increase existing GUL insurance, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$250,000. Any election greater than the amount shown will require evidence of insurability.

Requests made during an annual enrollment shall be effective on the start of pay period 17 each year, subject to the actively at work requirement.

NOTE: An employee may elect coverage outside of the limits shown above, however such elections will require satisfactory evidence of insurability and will be effective on the later of the date we approve the election and the start of pay period 17 of each year, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change as defined below may make the following election change without providing evidence of insurability provided enrollment is made within 60 days of the status change:

- An employee who is not currently insured for GUIL insurance may elect GUL insurance and an employee with existing GUL insurance may increase existing GUL insurance, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$250,000. Any election greater than the amount shown will require evidence of insurability.


Coverage will be effective the first payroll period following the date of the employee's election, subject to the actively at work requirement.

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

NOTE: An employee may elect coverage outside of the limits shown above, however such elections will require satisfactory evidence of insurability and will be effective on the first payroll period following the date we approve the election, subject to the actively at work requirement.

As a result of this amendment the GUL Policy Specifications Page is replaced with the attached GUL Policy Specifications Page dated effective July 20, 2024.

Agreed to by Minnesota Life Insurance Company May 6, 2024.

By  SEM
Vice President and Actuary

GUL Policy Specifications Page

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

MINNESOTA LIFE

GENERAL INFORMATION

POLICYHOLDER:	San Bernardino County
POLICY NUMBER:	50227
POLICY SITUS:	The policy was issued and delivered in California.
POLICY EFFECTIVE DATE:	September 1, 2022. This specifications page represents the plan in effect as of July 20, 2024.
POLICY ANNIVERSARY DATE:	August 1 of each year beginning August 1, 2023
ELIGIBLE GROUP:	Eligible group members are Full-time Exempt employees of the policyholder and elected officials, who are actively working at least 60 hours a pay period. All references to "employee" shall include an elected official, unless the context requires otherwise.
NO DOUBLE COVERAGE:	A person cannot be covered as both an active employee and a retiree.
ENROLLMENT PERIOD:	60 days from the first day of eligibility for contributory insurance.
WAITING PERIOD:	Not applicable
MINIMUM HOURS PER WEEK REQUIRED:	60 hours per pay period.
ADMINISTRATION FEE:	For primary insureds paying through payroll deduction: None. For primary insureds paying directly to Securian Life: \$2.00 per billing, unless monthly EFT or annual billing is elected, in which case there will be no fee.
PERCENTAGE-OF-PREMIUM CHARGE:	2.5% (Applies only to the portion of premium received for a primary insured that exceeds the monthly deduction).
DEATH BENEFIT OPTION:	Option B: Increasing Death Benefit

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE GROUP UNIVERSAL LIFE (GUL) INSURANCE:

GUL Insurance

Eligible Class

All employees

Amount of GUL Insurance

An employee may elect an amount of insurance of one, two or three times annual earnings, subject to a minimum face amount of \$20,000 and a maximum face amount of \$1,000,000.

Earnings for purposes of this provision shall mean the employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

An employee pays the cost of the coverage. However, for an Elected Official (except members of the Board of Supervisors) or Exempt Employee who elects GUL coverage, the policyholder will contribute toward the premium based on the employee's Benefit Group, as follows:

- Elected Officials and Benefit Group A: The policyholder will contribute 100% of the premium required for the one times annual earnings plan.
- Benefit Group B: The policyholder will contribute 50% of the premium required for the one times annual earnings plan. The employee can pay the remaining 50% or elect to just have an amount of insurance equal to 50% of annual earnings (subject to a minimum of \$20,000).
- Benefit Groups C and D: The policyholder will contribute 25% of the one times annual earnings plan.

GUARANTEED ISSUE AMOUNT:

The guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the 60-day enrollment period. The amounts are as follows:

All GUL Insurance:
The lesser of three times annual earnings or \$250,000.

NOTE: For an employee who was covered for VGUL insurance under the employer's plan immediately prior to the policy effective date shown above, the guaranteed issue for GUL coverage under this policy is the amount of VGUL coverage in force under that prior plan immediately prior to the policy effective date.

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

Increases and decreases in earnings will go into effect as of the date of the change. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings. All increases are subject to the actively at work requirement.

ADDITIONAL INFORMATION

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee GUL insurance.

ANNUAL OPEN ENROLLMENTS:

During the employer's annual open enrollment, the following election change can be made without providing evidence of insurability:

- An employee who is not currently insured for GUL insurance may elect GUL insurance and an employee with existing GUL insurance may increase existing GUL insurance, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$250,000. Any election greater than the amount shown will require evidence of insurability.

Requests made during an annual enrollment shall be effective on the start of pay period 17 each year, subject to the actively at work requirement.

NOTE: An employee may elect coverage outside of the limits shown above, however such elections will require satisfactory evidence of insurability and will be effective on the later of the date we approve the election and the start of pay period 17 of each year, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change as defined below may make the following election change without providing evidence of insurability provided enrollment is made within 60 days of the status change:

- An employee who is not currently insured for GUL insurance may elect GUL insurance and an employee with existing GUL insurance may increase existing GUL insurance, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$250,000. Any election greater than the amount shown will require evidence of insurability.

Coverage will be effective the first payroll period following the date of the employee's election, subject to the actively at work requirement.

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

NOTE: An employee may elect coverage outside of the limits shown above, however such elections will require satisfactory evidence of insurability and will be effective on the first payroll period following the date we approve the election, subject to the actively at work requirement.

Riders to the Group Policy (found later in this document):

Accelerated Benefits

Waiver of Premium

Group Policy Amendment

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

To be attached to and made a part of Group Policy No. 50227 issued by MINNESOTA LIFE INSURANCE COMPANY to San Bernardino County. This amendment is effective as of September 1, 2022. The Group Universal Life Insurance Policy is amended as follows:

For any employee or elected official who first becomes insured under the policy on or after September 1, 2022, 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
0	0.062	0.062	40	0.322	0.530	80	10.310	17.607
1	0.037	0.037	41	0.337	0.580	81	11.700	19.157
2	0.027	0.027	42	0.352	0.627	82	13.237	21.020
3	0.025	0.025	43	0.367	0.672	83	15.017	23.247
4	0.025	0.025	44	0.377	0.707	84	17.205	25.615
5	0.025	0.025	45	0.387	0.750	85	19.735	28.367
6	0.025	0.025	46	0.402	0.805	86	22.505	31.510
7	0.022	0.022	47	0.417	0.867	87	25.670	34.827
8	0.022	0.022	48	0.440	0.935	88	29.205	38.387
9	0.022	0.022	49	0.462	1.010	89	33.040	42.107
10	0.025	0.025	50	0.495	1.095	90	37.097	45.892
11	0.025	0.025	51	0.537	1.192	91	41.297	49.655
12	0.030	0.030	52	0.592	1.300	92	45.605	53.380
13	0.040	0.040	53	0.652	1.417	93	49.897	56.937
14	0.057	0.057	54	0.715	1.552	94	54.042	60.217
15	0.085	0.085	55	0.775	1.705	95	58.555	63.790
16	0.117	0.117	56	0.832	1.877	96	63.810	68.070
17	0.150	0.150	57	0.890	2.072	97	69.497	72.687
18	0.152	0.152	58	0.952	2.290	98	75.617	77.642
19	0.157	0.160	59	1.027	2.540	99	82.060	82.830
20	0.160	0.162	60	1.115	2.822	100	83.333	83.333
21	0.160	0.167	61	1.230	3.142			
22	0.157	0.172	62	1.360	3.497			
23	0.155	0.180	63	1.510	3.887			
24	0.155	0.190	64	1.672	4.315			
25	0.150	0.192	65	1.847	4.780			
26	0.135	0.192	66	2.035	5.275			
27	0.127	0.190	67	2.240	5.795			
28	0.127	0.190	68	2.470	6.350			
29	0.122	0.192	69	2.735	6.952			
30	0.122	0.200	70	3.047	7.632			
31	0.130	0.210	71	3.417	8.380			
32	0.140	0.227	72	3.852	9.190			
33	0.157	0.250	73	4.355	10.065			
34	0.182	0.277	74	4.930	10.987			
35	0.212	0.307	75	5.570	11.942			
36	0.242	0.342	76	6.282	12.925			
37	0.272	0.382	77	7.082	13.942			
38	0.295	0.427	78	7.997	15.010			
39	0.310	0.477	79	9.062	16.212			

*This is the insured employee's attained age as of the last certificate anniversary.

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>
0	0.062	40	0.437	80	12.300
1	0.037	41	0.462	81	13.765
2	0.027	42	0.485	82	15.457
3	0.025	43	0.497	83	17.442
4	0.025	44	0.512	84	19.717
5	0.025	45	0.530	85	22.327
6	0.025	46	0.550	86	25.272
7	0.022	47	0.572	87	28.542
8	0.022	48	0.595	88	32.110
9	0.022	49	0.625	89	35.922
10	0.025	50	0.662	90	39.900
11	0.025	51	0.707	91	43.960
12	0.030	52	0.757	92	48.077
13	0.040	53	0.815	93	52.125
14	0.057	54	0.880	94	55.987
15	0.085	55	0.955	95	60.192
16	0.117	56	1.040	96	65.135
17	0.150	57	1.137	97	70.482
18	0.152	58	1.247	98	76.237
19	0.160	59	1.375	99	82.295
20	0.162	60	1.520	100	83.333
21	0.167	61	1.685		
22	0.172	62	1.872		
23	0.180	63	2.080		
24	0.190	64	2.307		
25	0.192	65	2.555		
26	0.192	66	2.820		
27	0.190	67	3.110		
28	0.190	68	3.425		
29	0.192	69	3.785		
30	0.200	70	4.195		
31	0.210	71	4.665		
32	0.227	72	5.200		
33	0.242	73	5.805		
34	0.265	74	6.475		
35	0.287	75	7.215		
36	0.317	76	8.025		
37	0.347	77	8.912		
38	0.377	78	9.900		
39	0.407	79	11.015		

* This is the insured employee's attained age as of the last certificate anniversary.

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
0	2071%	1623%	40	495%	383%	80	141%	132%
1	2001%	1566%	41	478%	370%	81	138%	130%
2	1930%	1509%	42	462%	358%	82	135%	128%
3	1859%	1453%	43	446%	346%	83	132%	126%
4	1791%	1399%	44	431%	335%	84	129%	124%
5	1725%	1347%	45	417%	325%	85	127%	122%
6	1661%	1297%	46	403%	314%	86	125%	121%
7	1600%	1249%	47	389%	304%	87	123%	119%
8	1540%	1202%	48	376%	294%	88	121%	118%
9	1483%	1157%	49	363%	285%	89	119%	116%
10	1428%	1113%	50	351%	276%	90	117%	115%
11	1374%	1071%	51	339%	268%	91	116%	114%
12	1323%	1031%	52	328%	259%	92	114%	113%
13	1274%	993%	53	317%	251%	93	113%	112%
14	1227%	956%	54	306%	244%	94	112%	111%
15	1183%	921%	55	296%	236%	95	110%	110%
16	1142%	888%	56	286%	229%	96	109%	108%
17	1103%	857%	57	277%	223%	97	107%	107%
18	1067%	828%	58	268%	216%	98	105%	105%
19	1032%	799%	59	259%	210%	99	102%	102%
20	998%	772%	60	251%	204%	100	102%	102%
21	965%	745%	61	243%	199%			
22	933%	720%	62	235%	193%			
23	902%	695%	63	228%	188%			
24	871%	671%	64	221%	183%			
25	842%	648%	65	214%	179%			
26	813%	626%	66	207%	175%			
27	785%	604%	67	201%	171%			
28	757%	583%	68	195%	167%			
29	730%	562%	69	189%	163%			
30	704%	543%	70	184%	159%			
31	679%	524%	71	178%	156%			
32	655%	505%	72	173%	153%			
33	632%	488%	73	169%	150%			
34	609%	471%	74	164%	147%			
35	588%	454%	75	160%	144%			
36	568%	439%	76	155%	142%			
37	548%	424%	77	152%	139%			
38	530%	409%	78	148%	137%			
39	512%	396%	79	144%	134%			

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>
0	1885%	40	455%	80	138%
1	1821%	41	440%	81	135%
2	1755%	42	426%	82	132%
3	1691%	43	412%	83	130%
4	1628%	44	398%	84	128%
5	1568%	45	385%	85	125%
6	1510%	46	373%	86	123%
7	1454%	47	360%	87	121%
8	1399%	48	349%	88	120%
9	1347%	49	337%	89	118%
10	1297%	50	326%	90	117%
11	1248%	51	315%	91	115%
12	1202%	52	305%	92	114%
13	1157%	53	295%	93	113%
14	1114%	54	286%	94	111%
15	1074%	55	276%	95	110%
16	1036%	56	267%	96	109%
17	1000%	57	259%	97	107%
18	967%	58	251%	98	105%
19	935%	59	243%	99	102%
20	903%	60	235%	100	102%
21	873%	61	228%		
22	844%	62	221%		
23	815%	63	215%		
24	788%	64	208%		
25	762%	65	202%		
26	736%	66	196%		
27	711%	67	191%		
28	687%	68	186%		
29	663%	69	180%		
30	641%	70	176%		
31	619%	71	171%		
32	597%	72	167%		
33	577%	73	162%		
34	557%	74	158%		
35	538%	75	154%		
36	520%	76	151%		
37	503%	77	147%		
38	486%	78	144%		
39	470%	79	141%		

TABLE C
MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Fixed Paid-Up Factors
on a Nicotine-Distinct 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>Non-Nicotine</u>	<u>Nicotine</u>		<u>Non-Nicotine</u>	<u>Nicotine</u>		<u>Non-Nicotine</u>	<u>Nicotine</u>
0	12.976	10.224	40	3.463	2.643	80	1.214	1.153
1	12.585	9.897	41	3.360	2.567	81	1.195	1.142
2	12.162	9.553	42	3.260	2.494	82	1.178	1.132
3	11.736	9.210	43	3.163	2.424	83	1.162	1.121
4	11.319	8.877	44	3.070	2.356	84	1.147	1.112
5	10.916	8.555	45	2.978	2.290	85	1.133	1.103
6	10.526	8.244	46	2.889	2.226	86	1.120	1.095
7	10.149	7.943	47	2.802	2.165	87	1.109	1.087
8	9.782	7.651	48	2.717	2.105	88	1.099	1.080
9	9.427	7.370	49	2.635	2.048	89	1.090	1.074
10	9.084	7.098	50	2.556	1.993	90	1.082	1.069
11	8.755	6.837	51	2.479	1.940	91	1.075	1.064
12	8.437	6.585	52	2.405	1.889	92	1.069	1.061
13	8.134	6.344	53	2.335	1.841	93	1.064	1.057
14	7.847	6.115	54	2.267	1.794	94	1.060	1.056
15	7.579	5.900	55	2.202	1.749	95	1.055	1.045
16	7.335	5.700	56	2.140	1.706	96	1.049	1.064
17	7.113	5.515	57	2.080	1.665	97	1.047	1.563
18	6.913	5.345	58	2.022	1.626	98	1.020	1.000
19	6.716	5.179	59	1.966	1.588	99	1.266	1.000
20	6.525	5.018	60	1.911	1.553	100	1.000	1.000
21	6.339	4.861	61	1.859	1.519			
22	6.155	4.709	62	1.809	1.488			
23	5.974	4.561	63	1.761	1.458			
24	5.796	4.418	64	1.715	1.430			
25	5.621	4.280	65	1.671	1.404			
26	5.448	4.145	66	1.629	1.379			
27	5.274	4.014	67	1.589	1.356			
28	5.103	3.885	68	1.551	1.334			
29	4.937	3.759	69	1.514	1.314			
30	4.773	3.636	70	1.478	1.294			
31	4.614	3.517	71	1.445	1.276			
32	4.460	3.403	72	1.412	1.259			
33	4.313	3.292	73	1.382	1.243			
34	4.172	3.186	74	1.354	1.228			
35	4.038	3.085	75	1.327	1.214			
36	3.911	2.988	76	1.301	1.201			
37	3.792	2.896	77	1.277	1.188			
38	3.678	2.807	78	1.255	1.176			
39	3.568	2.723	79	1.234	1.165			

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>
0	11.653	40	3.141	80	1.193
1	11.291	41	3.052	81	1.177
2	10.906	42	2.967	82	1.162
3	10.519	43	2.884	83	1.147
4	10.142	44	2.803	84	1.134
5	9.778	45	2.724	85	1.122
6	9.425	46	2.647	86	1.111
7	9.085	47	2.571	87	1.101
8	8.754	48	2.498	88	1.092
9	8.434	49	2.426	89	1.084
10	8.125	50	2.356	90	1.077
11	7.829	51	2.289	91	1.071
12	7.542	52	2.224	92	1.066
13	7.269	53	2.161	93	1.062
14	7.009	54	2.100	94	1.058
15	6.766	55	2.042	95	1.054
16	6.543	56	1.985	96	1.053
17	6.339	57	1.931	97	1.016
18	6.151	58	1.879	98	1.000
19	5.969	59	1.829	99	1.000
20	5.792	60	1.782	100	1.000
21	5.619	61	1.736		
22	5.452	62	1.693		
23	5.288	63	1.651		
24	5.130	64	1.612		
25	4.978	65	1.575		
26	4.829	66	1.539		
27	4.682	67	1.505		
28	4.539	68	1.473		
29	4.398	69	1.442		
30	4.261	70	1.413		
31	4.127	71	1.385		
32	3.999	72	1.358		
33	3.875	73	1.333		
34	3.756	74	1.309		
35	3.642	75	1.287		
36	3.532	76	1.266		
37	3.428	77	1.246		
38	3.328	78	1.227		
39	3.232	79	1.209		

Read Your Policy Carefully

This policy was issued to the policyholder 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 is a member of Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

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

Renee D. Montz

Secretary

Stephen M. Hefner

President

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GUL Policy Specifications Page

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

MINNESOTA LIFE

GENERAL INFORMATION

POLICYHOLDER:	San Bernardino County
POLICY NUMBER:	50227
POLICY SITUS:	The policy was issued and delivered in California.
POLICY EFFECTIVE DATE:	September 1, 2022
POLICY ANNIVERSARY DATE:	August 1 of each year beginning August 1, 2023
ELIGIBLE GROUP:	Eligible group members are Full-time Exempt employees of the policyholder and elected officials, who are actively working at least 60 hours a pay period. All references to "employee" shall include an elected official, unless the context requires otherwise.
NO DOUBLE COVERAGE:	A person cannot be covered under more than one class. A person cannot be covered as both an active employee and a retiree.
ENROLLMENT PERIOD:	60 days from the first day of eligibility for contributory insurance.
WAITING PERIOD:	Not applicable
MINIMUM HOURS PER WEEK REQUIRED:	60 hours per pay period.
ADMINISTRATION FEE:	For primary insureds paying through payroll deduction: None. For primary insureds paying directly to Securian Life: \$2.00 per billing, unless monthly EFT or annual billing is elected, in which case there will be no fee.
PERCENTAGE-OF-PREMIUM CHARGE:	2.5% (Applies only to the portion of premium received for a primary insured that exceeds the monthly deduction).
DEATH BENEFIT OPTION:	Option B: Increasing Death Benefit

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE GROUP UNIVERSAL LIFE (GUL) INSURANCE:

GUL Insurance

Eligible Class

All employees

Amount of GUL Insurance

An employee may elect an amount of insurance of one, two or three times annual earnings, subject to a minimum face amount of \$20,000 and a maximum face amount of \$1,000,000.

Earnings for purposes of this provision shall mean the employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

An employee pays the cost of the coverage. However, for an Elected Official (except members of the Board of Supervisors) or Exempt Employee who elects GUL coverage, the policyholder will contribute toward the premium based on the employee's Benefit Group, as follows:

Elected Officials and Benefit Group A: The policyholder will contribute 100% of the premium required for the one times annual earnings plan.

Benefit Group B: The policyholder will contribute 50% of the premium required for the one times annual earnings plan. The employee can pay the remaining 50% or elect to just have an amount of insurance equal to 50% of annual earnings (subject to a minimum of \$20,000).

Benefit Groups C and D: The policyholder will contribute 25% of the one times annual earnings plan.

GUARANTEED ISSUE AMOUNT:

The guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the 60-day enrollment period. The amounts are as follows:

All GUL Insurance:

The lesser of three times annual earnings or \$250,000.

NOTE: For an employee who was covered for VGUL insurance under the employer's plan immediately prior to the policy effective date shown above, the guaranteed issue for GUL coverage under this policy is the amount of VGUL coverage in force under that prior plan immediately prior to the policy effective date.

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

Increases and decreases in earnings will go into effect as of the date of the change. Evidence of insurability will not be required for an increase in insurance due solely to an increase in earnings. All increases are subject to the actively at work requirement.

ADDITIONAL INFORMATION

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee GUL insurance.

ANNUAL OPEN ENROLLMENTS:

During the employer's annual open enrollment, the following election change can be made without providing evidence of insurability:

- An employee may elect GUL insurance for the first time or increase existing GUL insurance, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$250,000. Any election greater than the amount shown will require evidence of insurability.

Coverage will be effective on the policy anniversary date following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change as defined below may make the following election change without providing evidence of insurability:

- An employee may elect GUL insurance for the first time or increase existing GUL insurance, provided the resulting amount of insurance does not exceed the lesser of three times annual earnings or \$250,000. Any election greater than the amount shown will require evidence of insurability.

Coverage will be effective on the date of the election, subject to the actively at work requirement.

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

Riders to the Group Policy (found later in this document):

Accelerated Benefits

Waiver of Premium

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.

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.

employee

An individual who is a full-time exempt employee of the policyholder. The term employee shall also apply to elected officials who are eligible for insurance under this policy.

employer

The policyholder.

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.

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.

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 owner of this policy, as shown on the policy specifications page.

primary insured

An insured employee.

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 policyholder 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

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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.

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.

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
- (2) the insurance is contributory and application for the prospective insured is not made within the enrollment period shown on the policy specifications page; or
- (3) the 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.

What is guaranteed issue insurance?

Guaranteed issue insurance is insurance that can be obtained for a prospective insured without providing evidence of insurability. The guaranteed issue amount is identified on the policy specifications page. 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 policy specifications page, which starts from the date the prospective insured is first eligible for insurance.

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; and
- (4) we receive the required premium.

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.

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, unless otherwise noted on the specifications page. 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.

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 0.1% 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 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 or registered domestic partner, 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 primary insured's siblings in equal shares, if living otherwise
- (5) 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 policyholder 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 61-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 61-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 100 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 61-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 90 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.

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, with the exception of any Waiver of Premium GUL Policy Rider, which may not be continued.

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 \$1,000, 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) 61 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 policy 61 days after we provide you with notice of our intent to terminate this policy.

Can this policy be reinstated?

No. We will not reinstate this policy after it terminates. You must submit an application for a new policy after this policy has 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 or because the policy is terminated or amended to reduce or terminate the insurance for that individual. However, conversion is not available if the insurance is exchanged for insurance under a successor plan through an Internal Revenue Code Section 1035 exchange following policy termination or amendment.

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 Missouri citizen when the certificate becomes effective, the suicide exclusion does not apply on the certificate effective date, or on the effective date of any increase in the face amount of insurance, unless the primary insured intended suicide when the certificate, or any increase, was applied for.

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.

Are you required to maintain records?

Yes. You are required to maintain adequate records of any information necessary for us to administer this policy.

We can obtain these records from you at any reasonable time.

If a clerical error is made in keeping records on the insurance under this policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise 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 Uni-Nicotine</u>	<u>Attained Age</u>	<u>Minimum Death Benefit Uni-Nicotine</u>	<u>Attained Age</u>	<u>Minimum Death Benefit 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

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
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

Accelerated Benefits GUL Policy Rider

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

MINNESOTA LIFE

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.

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 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

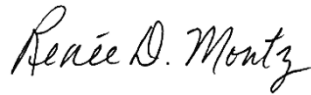
Is the request for an accelerated benefit voluntary?

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

Waiver of Premium GUL Policy Rider

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

MINNESOTA LIFE

General Information

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

This rider does not apply to a primary insured with portability status.

What does this rider provide?

This rider provides for continuance of insurance without payment of premium for a primary insured who becomes totally disabled.

Waiver of Premium Benefit

What is the waiver of premium benefit?

If a primary insured becomes totally disabled, as defined herein, while under age 65, and the total disability has existed continuously for at least six months, insurance on the primary insured will be continued in force without payment of premium during the uninterrupted continuance of the total disability. For purposes of this rider, premium will mean only the monthly deduction. Continuation of insurance will include all certificate supplements applicable to the insurance on the primary insured which are in force on the date of the onset of the total disability.

No certificate supplements may be added to an owner's certificate while the primary insured is totally disabled.

What is total disability?

Total disability is a disability which occurs while insurance on a primary insured is in force and which results from an accidental injury or an illness that continuously prevents the primary insured from engaging in an occupation. During the first 24 months of total disability, occupation means the primary insured's regular occupation. After 24 months, it means any occupation for which the primary insured is reasonably suited by education, training, or experience.

The primary insured's total and irrecoverable loss of the following will be considered total disability even if the primary insured engages in an occupation:

- (1) the sight of both eyes; or
- (2) the use of both hands; or
- (3) the use of both feet; or
- (4) the use of one hand and one foot.

The primary insured must be under the reasonable and customary care of 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.

What proof of total disability do we require?

We require proof satisfactory to us that the primary insured's total disability:

- (1) meets the definition of total disability; and
- (2) commenced while insurance on the primary insured was in force; and
- (3) commenced before the primary insured's 65th birthday; and
- (4) was continuous for at least six months.

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

What are the exclusions under this rider?

Insurance will not be continued if a primary insured's total disability results from or is caused directly or indirectly by any of the following:

- (1) intentionally self-inflicted injury; or
- (2) participation in or any attempt to commit an assault or a felony; or
- (3) war or any act of war, whether declared or undeclared.

When must we be notified of a primary insured's total disability?

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

What is the amount of insurance to be continued under this rider?

The face amount of insurance continued under this rider without payment of premium for a primary insured is the face amount of insurance for which he or she was insured on the date of the onset of total disability. If the group

policy provides for reductions in the primary insured's face amount of insurance based on age, such reductions will apply to the face amount of insurance on the disabled primary insured.

How long will insurance be continued without payment of premium?

Insurance will be continued for a totally disabled primary insured, without payment of premium, until the earliest of:

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

What happens to insurance on a primary insured when the waiver of premium benefit ends?

When the waiver of premium benefit ends according to the provision entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If the group policy is in force and the primary insured meets the eligibility requirements of the group policy, insurance can be continued for the primary insured on a non-portability status basis. Premium will no longer be waived and premium payment must be resumed or the net cash value must be sufficient to pay the monthly deduction.
- (2) If the group policy is in force and the primary insured does not meet the eligibility requirements of the group policy, insurance may be continued for the primary insured on a portability status basis. Premium will no longer be waived and premium payment must be resumed or the net cash value must be sufficient to pay the monthly deduction.
- (3) If the group policy is no longer in force the owner can convert the insurance to an individual policy, as provided for under the conversion provisions of the group policy.

Insurance will end for a primary insured unless continued or converted as provided herein.

When must we be notified of a primary insured's death?

We must receive written notice at our home office within one year of death that a primary insured died during a period of continuance provided by this rider. Proof must be furnished that he or she continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame there will be no liability for any payment under this rider.

What if a totally disabled primary insured dies before a waiver claim is submitted and approved?

If a primary insured dies within one year of the date of onset of his or her total disability, the beneficiary may claim benefits under this rider even if insurance on the primary insured lapsed and the primary insured had not submitted due proof satisfactory to us of his or her total disability or was continuously disabled for less than six months. The beneficiary must submit proof satisfactory to us that the primary insured's total disability, which began while insurance on the primary insured is in force and before the primary insured's 65th birthday, continued without interruption until the primary insured's death.

Termination

When does coverage on a primary insured under this rider terminate?

Coverage on a primary insured terminates on the earliest of:

- (1) the date the primary insured is no longer insured under the group policy; or
- (2) the date the primary insured attains portability status, unless he or she is totally disabled at that time; or
- (3) the date the waiver of premium benefit ends for a primary insured who was totally disabled on his or her portability date and who is continuing with portability status; or
- (4) 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.

Insurance being continued without further payment of premium under the provisions of this rider will not end due solely to the termination of this rider or of the group policy.

Additional Information

Will the monthly deduction continue to be taken from the owner's account value after the onset of the primary insured's total disability?

Yes. The monthly deduction will continue to be taken from the owner's account value after the onset of the primary insured's total disability, but only until we approve the total disability claim.

What if the insurance on a primary insured lapses?

If insurance on a primary insured lapses before notice of the primary insured's total disability is received at our home office, insurance on the primary insured will be

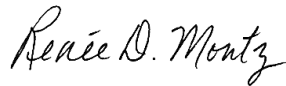
continued only if the notice is received within one year after the insurance lapses. Also, the onset of the total disability must have been prior to the end of the grace period.

What if an owner converts the group life insurance to a policy of individual insurance prior to the approval of the primary insured's total disability claim?

If insurance on a primary insured has been converted in accordance with the conversion provisions of the group policy, benefits under this rider will apply only if the converted policy is surrendered without claim, except for refund of premiums.

Will an owner's account value increase while insurance is being continued under this rider?

Although premium payment to cover the monthly deduction is not necessary while insurance is being continued under this rider, additional premium may still be paid to an owner's account. Except for such additional premium and interest which accrues on the account value, the account value will not increase.



Secretary



President

MINNESOTA LIFE

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

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