

Group Term Life Certificate of Insurance

MINNESOTA LIFE

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

Effective January 1, 2022

Applies to Class 1: All active, full-time employees, excluding independent contractors, temporary or seasonal workers at Employers that have elected the traditional basic life plan.

PLAN SPONSOR: The Lutheran Church – Missouri Synod and Concordia Plan Services

POLICY NUMBER: 33433-T

Read Your Certificate Carefully

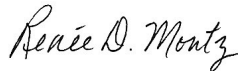
You are insured under the group policy shown on the specifications page attached to this certificate. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the plan sponsor during regular working hours.

Right to Cancel

It is important to us that you are satisfied with this certificate after it is issued. If you are not satisfied with this certificate, you may cancel it by delivering or mailing a written notice or sending a telegram to Minnesota Life

Insurance Company (Minnesota Life), 400 Robert Street North, St. Paul, Minnesota 55101-2098 and returning the certificate before midnight of the 30th day after you received this certificate.

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



Secretary



President

TABLE OF CONTENTS

Definitions.....	2
General Information	3
Premiums	3
Death Benefit.....	4

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE

GENERAL INFORMATION

POLICYHOLDER: BankNewport, trustee under the National Employer and Association Trust **POLICY NO.:** 130010T

PLAN SPONSOR: The Lutheran Church – Missouri Synod (“Synod”) **PLAN SPONSOR NO.:** 33433-T

ASSOCIATED COMPANIES: The Lutheran Church – Missouri Synod (“Synod”) has given Concordia Plan Services certain administrative duties under this plan and references to “plan sponsor” shall include Concordia Plan Services where applicable.

POLICY EFFECTIVE DATE: July 1, 2007. This specifications page represents the plan in effect as of January 1, 2022.

This certificate and/or certificate specifications page replaces any and all certificates and/or certificate specifications pages previously issued to you under the group policy. Please replace any certificate and/or certificate specifications page previously issued to you with this new certificate and/or specifications page.

GROUP: The group is composed of the following classes:

Class 1 All active, full-time employees, excluding independent contractors and temporary or seasonal workers at employers that have elected the traditional basic life plan.

ENROLLMENT PERIOD: Employees are enrolled through the Concordia Plan Services (CPS) benefits administration system.

If the employee is enrolled within 60 days of hire or the policy effective date, whichever occurs first, coverage is effective the 1st of the month following the date of hire. If enrolled after 90 days, coverage is effective as of the 1st of the month following the employee was enrolled in the CPS benefit administration system.

If the dependents of an employee are enrolled at the same time as the employee, coverage is effective on the same date as he employee’s coverage. If the employee acquired a dependent after the employee’s enrollment date, coverage will be effective on the date acquired (e.g. due to a marriage, birth or adoption) provided the dependents are enrolled through the CPS benefit administration system within 60 days of the event. If enrollment is requested more than 60 days after the spouse or child became an eligible dependent, coverage will be effective on the 1st of the month following enrollment in the CPS benefit administration system.

If an enrollment deadline is missed, evidence of insurability is required.

WAITING PERIOD: The period commencing with the employee's date of employment and ending with the first day of the month next following the employee's date of employment.

However, if the employee has been assigned by the Board of Assignments of The Lutheran Church-Missouri Synod, the coverage may become effective as soon as the first of the month following such assignment if all academic requirements for graduation are completed.

MINIMUM HOURS PER WEEK REQUIRED: More than 20 hours per week, for more than 5 consecutive months and employee is enrolled in the Concordia Disability and Survivor Plan.

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE BASIC TERM LIFE INSURANCE:

The amount of insurance on an employee is based on the number of dependents he or she has enrolled in the plan as follows:

<u>Eligible Class</u>	<u>Amount of Basic Term Life Insurance</u>
Class 1: All employees with no enrolled dependents* or employee with only an enrolled dependent spouse	Two times annual earnings, subject to a minimum of \$20,000 and a maximum of \$1,750,000.
An employee with one enrolled dependent child*	Three times annual earnings, subject to a minimum of \$20,000 and a maximum of \$1,750,000.
An employee with two enrolled dependent children*	Four times annual earnings, subject to a minimum of \$20,000 and a maximum of \$1,750,000.
An employee with three enrolled dependent children*	Five times annual earnings, subject to a minimum of \$20,000 and a maximum of \$1,750,000.
An employee with four or more enrolled dependent children*	Six times annual earnings, subject to a minimum of \$20,000 and a maximum of \$1,750,000.

*An enrolled dependent shall mean the dependent is enrolled in the Concordia Disability and Survivor Plan (CDSP).

Employee Voluntary Term Life Insurance

<u>Eligible Class</u>	<u>Amount of Voluntary Term Life Insurance</u>
Class 1:	An amount chosen by the employee in an increment of \$50,000, subject to a maximum of \$500,000. Employees with an amount of voluntary life coverage that is not in a multiple of \$50,000 as of December 31, 2018, will have their coverage amount rounded to the next higher \$50,000 increment not to exceed \$500,000, effective January 1, 2019. This increase will be on a guaranteed issue basis.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: Basic insurance is noncontributory insurance; voluntary insurance is contributory insurance.

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

For basic insurance:

All basic insurance is guaranteed issue.

For voluntary insurance:

\$200,000 if elected within the 90-day enrollment period.

EVIDENCE OF INSURABILITY:

Evidence of insurability is not required for basic insurance regardless of when enrollment occurs.

Evidence of insurability is required as stated in the policy and for an amount of voluntary insurance greater than the guaranteed issue amount.

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

For Employees, other than Disabled Employees:

The date of the change in eligible class or earnings or the date any required evidence of insurability is approved by us. Increases resulting in an amount of insurance over the guaranteed issue amounts listed above in the GUARANTEED ISSUE AMOUNT section will require evidence of insurability. 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.

For Disabled Employees:

For purposes of calculating a death benefit, the annual compensation in effect when the disability commenced will be increased by 3% on each January 1 while disability continues, starting with the first January 1 coinciding with or immediately following one full year of continuous disability, measured from the date on which disability commenced.

DEPENDENTS BENEFIT SCHEDULE

BASIC DEPENDENTS TERM LIFE INSURANCE:

Basic Spouse Term Life Insurance

<u>Eligible Class</u>	<u>Amount of Basic Spouse Term Life Insurance</u>
Class 1	\$10,000

Basic Child Term Life Insurance

<u>Eligible Class</u>	<u>Amount of Basic Child Term Life Insurance</u>
Class 1	\$10,000

VOLUNTARY DEPENDENTS TERM LIFE INSURANCE:

Voluntary Spouse Term Life Insurance

<u>Eligible Class</u>	<u>Amount of Voluntary Spouse Term Life Insurance</u>
Class 1	An amount chosen by the employee in \$25,000 increments subject to a minimum of \$25,000 and a maximum of \$150,000.

Voluntary Child Term Life Insurance

<u>Eligible Class</u>	<u>Amount of Voluntary Child Term Life Insurance</u>
Class 1	\$5,000 or \$10,000 An employee's first eligible newborn child is automatically covered for \$5,000 for 60 days from the child's live birth. To continue coverage on the first child, the employee must elect child coverage within those 60 days; otherwise the coverage shall terminate at the end of the 60-day period.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:	Basic dependents insurance is non-contributory insurance; voluntary dependents insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period*. The amounts are as follows: All basic insurance is guaranteed issue. For voluntary spouse term life insurance: \$25,000 For voluntary child term life insurance: \$10,000 *As an exception, evidence of insurability is never required of a child, regardless of when application is made.
EVIDENCE OF INSURABILITY:	Evidence of insurability is not required for basic insurance regardless of when the enrollment occurs. Evidence of insurability is required as stated in the policy and for an amount of voluntary insurance greater than the guaranteed issue amount.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:	Applies only to employee voluntary and spouse voluntary life insurance under this certificate.
LOSS OF ELIGIBILITY:	All insurance terminates, except as provided for under the portability provision and the conversion right section found within the policy.
PORTABILITY AND CONVERSION NOTIFICATION:	Applies to: Employee Basic Term Life, Employee Voluntary Term Life, Basic Dependents Term Life and Voluntary Dependents Term Life. When an employee's coverage ends, he or she will receive a conversion and/or portability notification with information on how to continue or convert insurance. Notwithstanding anything in the policy to the contrary, the following shall apply to electing conversion and/or portability: An employee will have 60 days from the date notification is received to elect to port or convert coverage. However, in no event will the election period extend beyond 150 days from the date coverage ended. In no way does this election period extension continue the insurance for any employee beyond the 31-day period provided in the certificate.
EMPLOYEE TRANSFERS	If an Employee moves from one Lutheran Church – Missouri Synod employer to another, the amount of Voluntary Term Life Insurance in force with the prior employer will carry over to the new employer without employee having to provide evidence of insurability, so long as the time period from the last day worked at the prior employer to the first day worked with the new employer is within 3 months. Any waiting period with the new employer will be waived. If the employee had not elected Voluntary Term Life Insurance with the prior employer, or if the period of time between employers is more than 3 months, the employee will be considered a new hire and eligible for the guaranteed issue offer. Any amounts over the guaranteed issued amount will require evidence of insurability.

ONE-TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment with coverage to be effective January 1, 2022. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect voluntary life insurance for the first time at the \$50,000 level.
- An employee may increase existing voluntary life insurance in \$50,000 increments provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$200,000.

Coverage will be effective January 1, 2022, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 60 days of the status change and the insured receiving the increase has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An employee may elect for the first time or increase existing voluntary life insurance by one increment (\$50,000) provided the resulting amount of insurance does not exceed the guaranteed issue amount of \$200,000.

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

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Death of a dependent (spouse or child)
- Divorce, legal separation or annulment
- Marriage

SUPPLEMENT(S) TO THE CERTIFICATE

Accelerated Benefits
Dependents Term Life
Portability

Definitions

age

Age as of the January 1st following your date of birth.

application

Your application for insurance under the group policy and, if required, your evidence of insurability application.

associated company

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

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

earnings

Your basic wage or salary paid to you by your employer, plus:

- (1) any cash utility allowance, if any;
- (2) cash housing allowance, if any; and
- (3) the monetary value of housing furnished by your employer, which shall be deemed to be 25% of your basic wage or salary, but shall not include bonuses, car allowances, overtime pay, commissions, fringe benefits, any other form of remuneration or any other cash allowances not specified above as included. Such earnings are those as periodically reported to the plan sponsor and used for employer contribution purposes.

employee

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

employer

The plan sponsor or any designated associated companies.

evidence of insurability

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

insured

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

non-work day

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

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

noncontributory insurance

Insurance for which you are not required to make premium contributions.

plan sponsor

An entity which:

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

policyholder

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

specifications page

The outline which summarizes your coverage under the plan sponsor's plan of insurance.

waiting period

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

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

The insured named on the specifications page attached to this certificate.

General Information

What is your agreement with us?

You are insured under the group policy shown on the specifications page attached to this certificate. Your application as defined under this certificate is attached and is a part of this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the application attached to your certificate.

This certificate is issued in consideration of your application and the payment of the required premium.

Can this certificate be amended?

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Who is eligible for insurance?

You are eligible if you:

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

Are retired employees eligible for insurance?

If the plan sponsor's plan of insurance, as reflected in the specifications page attached to this certificate, does not specifically provide insurance for retired employees, a retired employee shall not be eligible to become insured, nor have his or her insurance continued. If the plan

sponsor's plan of insurance specifically provides insurance for retired employees, the minimum hours per week and actively at work requirements will not apply to such persons.

What is the actively at work requirement?

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

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective, you will not be eligible for the coverage or increase until you return to active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, you are eligible to continue to be insured only while you remain actively at work.

When does insurance become effective?

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

- (1) you meet all eligibility requirements; and
- (2) if required, you apply for the insurance on forms which are approved by us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

Can your coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. The employer may continue your noncontributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff.

Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

Premiums

When and how often are your premium contributions due?

Unless the plan sponsor and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the plan sponsor on a monthly basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

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

We may change the premium rate:

- (1) on any premium due date following the expiration of any rate guarantee period or the January 1st following an insured's birthday that moves them into a new premium rate; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% or more.

Death Benefit

What is the amount of the death benefit?

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

Can you request a change in the amount of your contributory insurance?

Yes. If the plan sponsor's plan of insurance, as reflected in the specifications page attached to the group policy, allows for a choice of amounts of insurance for your class, you can request an increase or a decrease in the amount of your contributory insurance within the limitations of the plan sponsor's plan of insurance, including any limitations on when and how often such requests may be made. All requests must be made in writing.

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability. If you request a decrease in the amount of your contributory insurance, we will grant the request.

When will changes in your coverage amount be effective?

Requested increases in the amount of your contributory insurance, if approved, are effective on the date we approve the increase. Requested decreases in the amount of your contributory insurance are effective on the first day of the month following our receipt of your request for a decrease.

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

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

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof satisfactory to us that you died while

insured under this certificate. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually, or the minimum required by state law, whichever is greater.

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

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by you to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You cannot name the policyholder, plan sponsor or an associated company of the plan sponsor as a beneficiary.

If you designate your spouse, or a relative of your spouse, as a beneficiary and subsequent to such designation your marriage is dissolved or annulled, the designation of such a person as beneficiary under the Concordia Disability and Survivor Plan shall be deemed revoked, unless such beneficiary designation has specifically been made irrevocable, or only revocable with the consent of the spouse, or expressly states that marriage dissolution shall not affect the designation. The beneficiary designation shall be given effect as if the former spouse, or relative have disclaimed the revoked provision. You may designate a former spouse, or a relative of such person as beneficiary by completing and submitting a new beneficiary designation after the dissolution or annulment naming the former spouse or former relative as beneficiary. This would include a relative of a former spouse which means an individual who is related your former spouse by blood, adoption or affinity and who, after the divorce or annulment is not related to you by blood, adoption or affinity.

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

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

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

- (1) your lawful spouse, if living, otherwise;

- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) your parents in equal shares, if living, otherwise;
- (4) the personal representative of your estate.

Can you add or change beneficiaries?

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

- (1) your coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) you have not assigned the ownership of your insurance.

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

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

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

If your coverage under the group policy terminates due to non-payment of premiums, your coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during your lifetime.

Can your insurance be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you become eligible again within three months after the date your coverage under this certificate terminated, your coverage may be reinstated.

Provided you are not then covered by an individual policy issued under the terms of the conversion right section, your coverage under the group policy shall be reinstated automatically, without evidence of insurability or satisfaction of any waiting period. Your amount of insurance will be that which applies to the classification to which you then belong, on the date you again become eligible. If the plan sponsor's plan of insurance provides for contributory insurance under the group policy, your amount of contributory insurance will be limited to that for

which you were insured immediately prior to the loss of coverage.

When does the group policy terminate?

The plan sponsor may terminate its participation under the group policy by giving us 31 days prior written notice.

We reserve the right to terminate the group policy on the earliest of the following to occur:

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

We may terminate a plan sponsor's participation under the group policy by giving the plan sponsor 31 days prior written notice.

Conversion Right

What is the conversion right?

You may convert this insurance to a new individual life insurance policy if all or part of your life insurance under the group policy terminates.

You may convert up to the full amount of terminated insurance if termination occurs because you move from one existing eligible class to another, or you are no longer in an eligible class.

What is the limited conversion right?

Limited conversion is available if, after you have been insured for at least five years, insurance is terminated because:

- (1) the group policy is terminated; or
- (2) the group policy is changed to reduce or terminate your insurance.

You may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date your insurance terminated under the group policy.

Neither the conversion right nor the limited conversion right is available if your coverage under the group policy terminates due to failure to make, when due, required premium contributions.

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

How do you convert your insurance?

You convert your insurance by applying for an individual policy and paying the first premium within 31 days after your group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, your age, and the class of risk to which you belong on the date of the conversion.

When is the individual policy effective?

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

What happens if you die during the 31-day period allowed for conversion?

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

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

Additional Information

What if your age has been misstated?

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.

Is there a suicide exclusion?

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

When applicable, this suicide exclusion limits our liability to an amount equal to the premiums paid if you, whether sane or insane, die by suicide within two years of the effective date of your insurance.

If there has been an increase in your amount of insurance for which you were required to apply or for which we required evidence of insurability, and if you die by suicide within two years of the effective date of the increase, our liability with respect to that increase will be limited to the premiums paid and attributable to such increase.

When does your insurance become incontestable?

Except for fraud or the non-payment of premiums, after your insurance has been in force during your lifetime for two years from the effective date of your coverage, we cannot contest your coverage. However, if there has been an increase in the amount of insurance for which you were required to apply or for which we required evidence of insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable. Any statements you make in your application as defined under this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement you make will not be used to void your insurance, nor defend against a claim, unless the statement is contained in the application attached to your certificate.

Can your insurance be assigned?

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

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

Is the plan sponsor required to maintain records?

Yes. The plan sponsor is required to maintain adequate records of any information necessary for us to administer this certificate. We own the records relating to the insurance provided by this certificate, and can obtain them from the plan sponsor at any reasonable time.

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

Will the provisions of this certificate conform with state law?

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

Accelerated Benefits Certificate Supplement

MINNESOTA LIFE

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

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

General Information

This certificate supplement is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for the accelerated payment of either the full or a partial amount of an insured's death benefit provided under your certificate. If an insured has a terminal condition as defined in this supplement, you may request an accelerated payment of the applicable death benefit.

Definitions

accelerated benefit

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

death benefit

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

immediate family

Your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

insured

For purposes of this supplement, an insured employee, an insured spouse, or an insured dependent child.

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you or a member of your immediate family.

Terminal Condition

What is a terminal condition?

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

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

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

Do we have the right to obtain independent medical verification?

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

Payment of Accelerated Benefit

How do we calculate the accelerated benefit?

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

How do we calculate the accelerated benefit factor?

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

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

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

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

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

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

Who may request an accelerated payment of the death benefit?

You may request an accelerated payment of the insurance on your life or on the life of a spouse or dependent child insured under your certificate.

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 supplement is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this supplement if the insured:

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

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

Yes. The minimum death benefit to be eligible for an accelerated benefit under this supplement is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is two times the insured's annual compensation.

Do you have to take the entire accelerated benefit?

No. You may choose to receive a partial accelerated benefit. If you do so, the insured's remaining coverage will stay in force.

If you elect to receive only a partial accelerated benefit amount available under this supplement, the insured's remaining death benefit under the certificate must be at least \$25,000.

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

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

If you elect to accelerate the full amount of an insured's death benefit, the insured's coverage and all other

benefits under the certificate and any certificate supplements for that insured will end. If such termination causes a certificate holder's covered spouse or dependent children to lose coverage, each of them will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the certificate to which this supplement is attached.

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

How will we pay the accelerated benefit?

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

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you unless you validly assign them otherwise. If you die before all payments have been made, we will pay the remainder to the beneficiary named under this certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

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

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

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a written request from the plan sponsor to cancel the Accelerated Benefits Policy Rider; or
- (2) the date the group policy is terminated.



Secretary



President

Dependents Term Life Insurance Certificate Supplement

MINNESOTA LIFE

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

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a certificate supplement to your certificate will not apply to dependents coverage provided by this certificate supplement.

What does this supplement provide?

This supplement provides insurance on the lives of your eligible dependents.

What members of your family are eligible for insurance under this supplement?

The following members of your family are eligible for insurance under this supplement:

- (1) your lawful spouse who is not legally separated from you and who meets any age requirements as shown on the specifications page attached to your certificate; and
- (2) your children, stepchildren, foster children, legally adopted children, and any other child related to you by blood or marriage and who lives with you in a regular parent child relationship, provided that you claim such child as a dependent on your most current federal tax return Form 1040. Children must be unmarried and dependent on the insured for financial support. Children are eligible from live birth to the attainment of age 21 or to the attainment of age 26 if a full-time student in an accredited educational institution. Unmarried children age 21 or older are also eligible if they are physical or mentally incapable of self-support, were incapable of self-support prior to age 21 (26 if a full-time student) and are financially dependent on the certificate holder for more than one-half of their support and maintenance.

If both parents of a child qualify as eligible employees under the group policy, the child can be considered a dependent of both parents for purposes of this supplement.

Any dependent child who is in the full-time military, naval or air force service is not eligible to be insured as a dependent child.

Any dependent who, subsequent to the effective date of this supplement, meets the requirements of this provision will become insured on the date he or she so qualifies.

When will we require evidence of insurability?

Evidence of insurability will be required if:

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

When does insurance on a dependent become effective?

Insurance on a dependent becomes effective on the date when all of the following conditions have been met:

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

However, in no event will insurance on a dependent be effective before your insurance is effective.

Death Benefit

What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to your certificate.

To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you if living, otherwise to your estate.

Termination

When does an insured dependent's coverage under this supplement terminate?

An insured dependent's coverage ends on the earliest of the following:

- (1) the last day of the month in which the dependent no longer meets the eligibility requirements; or
- (2) 31 days (the grace period) after the due date of any premium contribution which is not paid; or
- (3) the last day for which premium contributions have been made following your written request that insurance on your eligible dependents be terminated; or
- (4) the date you are no longer covered under the group policy.

You must notify us or your employer when a dependent is no longer eligible for coverage under this supplement so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this supplement will be refunded without any payment of claim.

When does this supplement terminate?

This supplement will terminate on the earlier of:

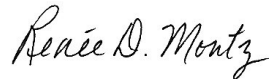
- (1) the date we receive a written request from the plan sponsor to cancel the Dependents Term Life Insurance Policy Rider; or
- (2) the date the group policy is terminated.

Additional Information

What is the conversion right under this supplement?

If an insured dependent's coverage under this supplement terminates because he or she is no longer eligible, or because of your death, or because of termination or amendment of this supplement, the insurance may be converted to a policy of individual insurance with Minnesota Life.

Conversion may be requested by you, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.



Secretary



President

Term Life Insurance Portability Certificate Supplement

MINNESOTA LIFE

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

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for continuation of your group life insurance if you no longer meet the eligibility requirements of your certificate, except as provided for herein.

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

Who is eligible to continue insurance under this supplement?

You are eligible to continue your group life insurance under the terms of this supplement if you, except as provided by this supplement, no longer meet the eligibility requirements of your certificate due to any of the following:

- (1) you terminate employment, including retirement; or
- (2) you are no longer in a class eligible for insurance or you are on a leave or layoff; or
- (3) an amendment to the group policy, provided that less than 25% of the total number of insureds under the group policy lose eligibility due to that amendment.

You will not be eligible to request coverage under this supplement if you:

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

What insurance can be continued under this supplement?

Both non-contributory and contributory insurance may be continued under this supplement. If you elect to continue your own coverage according to the provisions of this supplement, you may also elect to continue non-contributory and/or contributory insurance for any other individual insured under your certificate. You may also continue coverage under all supplements to your certificate which apply to non-contributory and contributory insurance and by which you were insured immediately preceding your portability date.

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

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

The minimum amount of insurance that can be continued on your life under this supplement is \$10,000. This minimum does not apply to any other insureds covered under this supplement.

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

The maximum amount of insurance that can be continued under this supplement is the amount of insurance that was in force on your portability date, but not more than \$500,000 (combined non-contributory and contributory) if you are an employee or \$150,000 if you are a spouse. However, if you are age 65 or older on your portability date, the amount will not be more than \$325,000.

Will the amount of insurance continued under this supplement change?

Yes. When you attain age 65, the amount of insurance on your life continued under this supplement will reduce to 65% of the amount of insurance in force on the day prior to your attainment of age 65. Your insurance terminates at age 70.

Can you request a change in your amount of insurance continued under this supplement?

Yes. You may elect to reduce the amount of insurance on your life. Your remaining amount of insurance must be at least \$10,000.

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

How will premium contributions be paid?

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

Can the premium rate change?

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

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

Yes. At any time after insurance has been continued under the provisions of this supplement, it may be converted to a policy of individual insurance with Minnesota Life.

All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

What happens if you again become eligible under your certificate?

If you are continuing coverage under the terms of this supplement, and again meet the eligibility requirements of your certificate, not including the terms of this supplement, you shall no longer be considered to have portability status. Insurance may be continued only under the terms of your certificate, not including this supplement unless and until you no longer meet the eligibility requirements of your certificate and again return to portability status as provided for herein.

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

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

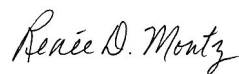
Any insurance continued under the terms of this supplement will remain in force until terminated by the provisions of the section entitled "When will insurance continued under this supplement terminate?".

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

When will insurance continued under this supplement terminate?

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

- (1) your 70th birthday; or
- (2) the date you again meet the eligibility requirements of your certificate, not including the terms of this supplement; or
- (3) in the case of a dependent child or a spouse who is insured by a supplement to your certificate, the date your coverage is no longer being continued under this supplement or the date the spouse or child ceases to be eligible as defined under the terms of your certificate; or
- (4) 31 days after the due date of any premium contribution which is not made.



Secretary



President

Important Notice

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

APPENDIX ONE NOTICE OF PROTECTION PROVIDED BY THE MISSOURI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Missouri Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Missouri law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Missouri law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).

The basic protections provided by the Association are as follows:

- Life Insurance
 - \$300,000 in death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values
- Health Insurance
 - \$500,000 for health benefit plans
 - \$300,000 in disability insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is as follows:

- \$300,000 in aggregate for all types of coverage listed above, with the exception of health benefit plans
- \$500,000 in aggregate for health benefit plans
- \$5,000,000 to one policy owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons.

"Health benefit plan" is defined in section 376.718, RSMo.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Missouri law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the basic life insurance policy or annuity contract to which it relates.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mo-iga.org, or contact:

**Missouri Life and Health
Insurance Guaranty Association**
2210 Missouri Boulevard
Jefferson City, Missouri 65109
Phone: 573-634-8455
Fax: 573-634-8488

**Missouri Department of
Commerce and Insurance (DCI)**
301 West High Street, Room 530
Jefferson City, Missouri 65101
Phone: 573-522-6115

Insurance companies and agents are not allowed by Missouri law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Missouri law, then Missouri law will control.

Important Notice

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

APPENDIX TWO NOTICE

This policy or contract is not covered by the Missouri Life and Health Insurance Guaranty Association. If the company providing this policy or contract is unable to meet its obligation by reason of insolvency or financial impairment, the fund(s) of the Missouri Life and Health Insurance Guaranty Association will not be available to protect the policy or contract holder or his/her beneficiaries, payees, or assignees.

Missouri Notice

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

In the event you need to contact someone regarding this policy, you may contact the insurance company issuing this policy at the following address and telephone number.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101-2098
Telephone: 651-665-3500

MINNESOTA LIFE

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

GROUP TERM LIFE CERTIFICATE OF INSURANCE