AMENDMENT NO. 2

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010230888

ISSUED TO: Issues Management, Inc. DBA Five Star Solutions

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated August 1, 2026.

The effective date of this amendment is August 1, 2026; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20_____

By _____ Title _____

The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

Issues Management, Inc.
dba Five Star Solutions

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on September 1, 2017, and on the same day of each month after that. Policy anniversaries will be each August 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is August 1, 2017.

SECRETARY

PRESIDENT

GROUP INSURANCE POLICY
No. 000010230888
PROVIDING
LIFE INSURANCE
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
DEPENDENT INSURANCE

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

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ELIGIBLE CLASSES

Class 1 All Full-Time Managers and Salaried Employees

Class 2 All Full-Time Hourly Employees

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

(1) the first day of the Insurance Month coinciding with or next following the date on which the Insured Person becomes eligible for the increase; if Actively at Work on that day;
(2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
(3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

Facility of Payment Amount: $2,000

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible employees to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under this Policy to elect additional benefit amounts. Evidence of insurability is not required during this period provided certain conditions are met as described in the Schedule of Insurance. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods. Employees who have been previously declined for a benefit amount or increase are not eligible to participate in the Open Enrollment.

There will be an Open Enrollment Period beginning July 1st and ending July 31st for eligible Employees to enroll for or to increase their current benefit amounts.

Coverage elected during this period will be effective:

(1) August 1st following the enrollment period, if Actively at Work on that day; or
(2) The day the Insured Person resumes Active Work, if not Actively at Work on the day the elected coverage or increase would otherwise take effect.

Issues Management, Inc.
dba Five Star Solutions
000010230888
SCHEDULE OF INSURANCE
For
Class 1 - All Full-Time Managers and Salaried Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
60 days of continuous Active Work

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life & AD&D Insurance, Spouse Life & AD&D Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross earnings from the Group Policyholder during the calendar year just prior to the Determination Date. The **"Determination Date"** is the last day worked just prior to the loss.

It is figured from the income box on the Insured Person's W-2 form, which reports wages, tips and other compensation from the Group Policyholder for federal income tax purposes. It includes the Insured Person's income before taxes and any deductions for pre-tax contributions to a Section 125 Plan, flexible spending account, Section 401K Plan or qualified deferred compensation plan. It does **not** include:

1. any Group Policyholder contributions to a deferred compensation plan;
2. income received from any car, housing or moving allowance; or
3. income from a source other than the Group Policyholder.

It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less. For an Insured Person who did not receive a W-2 form from the Group Policyholder prior to the Determination Date, it is figured by averaging the gross earnings received during the actual period of employment, as shown in the Group Policyholder's financial records.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	$50,000
AD&D Insurance Principal Sum	$50,000

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of $550,000.

Issues Management, Inc.
dba Five Star Solutions
000010230888
SCHEDULE OF INSURANCE
For
Class 1
OPTIONAL LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	A Person may elect Life Insurance in any $10,000 increment; subject to a maximum of Five times Basic Annual Earnings. Coverage is subject to an overall maximum of $500,000.
AD&D Insurance Principal Sum	A Person may elect AD&D Insurance in any $10,000 increment; subject to a maximum of Five times Basic Annual Earnings. Coverage is subject to an overall maximum of $500,000.

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life and AD&D Insurance amounts exceed the guarantee issue amount of $150,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Optional Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Optional Life and AD&D Insurance coverage is requested and any amount of coverage has been previously declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of $550,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

Issues Management, Inc.
dba Five Star Solutions
000010230888
SCHEDULE OF INSURANCE
For
Class 1
OPTIONAL LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	A Person may elect Life Insurance in any $5,000 increment; subject to a maximum of 50% of the Insured Employee's Optional Life Insurance Benefit. Coverage is subject to an overall maximum of $250,000.
Spouse AD&D Insurance Principal Sum	A Person may elect AD&D Insurance in any $5,000 increment; subject to a maximum of 50% of the Insured Employee's Optional AD&D Insurance Benefit. Coverage is subject to an overall maximum of $250,000.

Child Life Insurance	Benefit Amount
Dependent Child (age 14 days to 6 months)	$250
Dependent Child (age 6 months to 19 years, 25 years if a full-time student)	$10,000

Spouse Life and AD&D Insurance will be reduced as follows:
- by 35% of the original amount when the Insured Employee attains age 65.
Spouse Insurance will terminate when the Insured Employee attains age 70 or retires, whichever occurs first.

Evidence of Insurability must be submitted to and approved by the Company when:
1. Optional Spouse Life and AD&D Insurance amounts exceed the guarantee issue amount of $25,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Optional Spouse Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Optional Spouse Life and AD&D Insurance coverage is requested and any amount of coverage has been previously declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person’s own expense.

An Insured Person may elect Optional Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also enrolled in the Optional Life Insurance Program.

Issues Management, Inc.
dba Five Star Solutions
000010230888
SCHEDULE OF INSURANCE
For
Class 2 - All Full-Time Hourly Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
60 days of continuous Active Work

CONTRIBUTIONS: Insured Persons are not required to make contributions for Basic Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Optional Personal Life & AD&D Insurance, Spouse Life & AD&D Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual gross earnings from the Group Policyholder during the calendar year just prior to the Determination Date. The **"Determination Date"** is the last day worked just prior to the loss.

It is figured from the income box on the Insured Person's W-2 form, which reports wages, tips and other compensation from the Group Policyholder for federal income tax purposes. It includes the Insured Person's income before taxes and any deductions for pre-tax contributions to a Section 125 Plan, flexible spending account, Section 401K Plan or qualified deferred compensation plan. It does **not** include:

1. any Group Policyholder contributions to a deferred compensation plan;
2. income received from any car, housing or moving allowance; or
3. income from a source other than the Group Policyholder.

It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less. For an Insured Person who did not receive a W-2 form from the Group Policyholder prior to the Determination Date, it is figured by averaging the gross earnings received during the actual period of employment, as shown in the Group Policyholder's financial records.

BASIC LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	$15,000
AD&D Insurance Principal Sum	$15,000

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of $550,000.

Issues Management, Inc.
dba Five Star Solutions
000010230888
SCHEDULE OF INSURANCE
For
Class 2
OPTIONAL LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	A Person may elect Life Insurance in any $10,000 increment; subject to a maximum of Five times Basic Annual Earnings. Coverage is subject to an overall maximum of $500,000.
AD&D Insurance Principal Sum	A Person may elect AD&D Insurance in any $10,000 increment; subject to a maximum of Five times Basic Annual Earnings. Coverage is subject to an overall maximum of $500,000.

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Optional Life and AD&D Insurance amounts exceed the guarantee issue amount of $100,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Optional Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Optional Life and AD&D Insurance coverage is requested and any amount of coverage has been previously declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The combined amounts of Basic and Optional Life Insurance are subject to a maximum of $550,000.

An Insured Person may elect Optional Personal Life Insurance, provided such Insured Person is also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Group Policyholder's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

Issues Management, Inc.
dba Five Star Solutions
000010230888
SCHEDULE OF INSURANCE
For
Class 2
OPTIONAL LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	A Person may elect Life Insurance in any $5,000 increment; subject to a maximum of 50% of the Insured Employee's Optional Life Insurance Benefit. Coverage is subject to an overall maximum of $250,000.
Spouse AD&D Insurance Principal Sum	A Person may elect AD&D Insurance in any $5,000 increment; subject to a maximum of 50% of the Insured Employee's Optional AD&D Insurance Benefit. Coverage is subject to an overall maximum of $250,000.

Child Life Insurance	Benefit Amount
Dependent Child (age 14 days to 6 months)	$250
Dependent Child (age 6 months to 19 years, 25 years if a full-time student)	$10,000

Spouse Life and AD&D Insurance will be reduced as follows:
- by 35% of the original amount when the Insured Employee attains age 65.
Spouse Insurance will terminate when the Insured Employee attains age 70 or retires, whichever occurs first.

Evidence of Insurability must be submitted to and approved by the Company when:
1. Optional Spouse Life and AD&D Insurance amounts exceed the guarantee issue amount of $25,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Optional Spouse Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Optional Spouse Life and AD&D Insurance coverage is requested and any amount of coverage has been previously declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person’s own expense.

An Insured Person may elect Optional Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also enrolled in the Optional Life Insurance Program.

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

(1) the GROUP POLICYHOLDER'S place of business; or
(2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

(1) a Saturday, Sunday or holiday which is not a scheduled workday;
(2) a paid vacation day, or other scheduled or unscheduled non-workday; or
(3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the GROUP POLICYHOLDER'S place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the GROUP POLICYHOLDER:

(1) whose employment with the GROUP POLICYHOLDER is the employee's principal occupation;
(2) who is not a temporary or seasonal employee; and
(3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

(1) beginning at 12:01 A.M. Standard Time, at the GROUP POLICYHOLDER'S place of business on the first day of any calendar month; and
(2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a PERSON for whom the coverages provided by this Policy are in effect.

PERSON means a FULL-TIME EMPLOYEE of the GROUP POLICYHOLDER:

(1) who is a member of an employee class which is eligible for coverage under this Policy; and
(2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:
(1) this Policy and the Group Policyholder's application (a copy is attached); and
(2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:
(1) it is contained in a written statement signed by that Insured Person; and
(2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:
(1) the 1970 Intercompany Group Life Disability Valuation Table; and
(2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:
(1) affect the amount of insurance which would otherwise be in effect; or
(2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

(1) the Policy's date of issue; or
(2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

(1) the first day of the Insurance Month coinciding with or next following the date the Person becomes eligible for the coverage;
(2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
(3) the date the Person makes written application for Personal Insurance; and signs:
    (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
    (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
(4) the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

(1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
(2) a Person makes written application for Personal Insurance after he or she has requested:
    (a) to cancel Personal Insurance;
    (b) to stop payroll deductions for the coverage; or
    (c) to stop premium payments from the Section 125 Plan account.

EXCEPTION. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

(1) the Person returns within six months after the leave begins;
(2) the Person applies or is enrolled within 31 days after resuming Active Work; and
(3) the reinstated amount of insurance does not exceed the amount which terminated.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

(1) the date this Policy terminates;
(2) the last day of the Insurance Month in which the Insured Person requests termination;
(3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
(4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
(5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
(6) the date the Insured Person's employment with the Group Policyholder terminates; or
(7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

(1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
    (a) 12 Insurance Months after the disability begins;
    (b) the date the Person is no longer disabled; or
    (c) for Life Insurance; the date the Insured Person qualifies for any Extension of Death Benefit under this Policy;

    provided premium payments are made on his or her behalf.
(2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
    (a) for three Insurance Months after the lay off or leave begins;
    (b) provided premium payments are made on his or her behalf.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

(1) the date this Policy's terms are changed;
(2) the date the Company's liability is changed due to a change in federal, state or local law;
(3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
(4) the date any coverage for one or more classes ceases to be provided under this Policy;
(5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
(6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 45 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

(1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
(2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
(3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

PREMIUM RATE SCHEDULE

Monthly Basic AD&D Rate	$.02 per $1,000 of insurance
Monthly Basic Group Life Rate	$.167 per $1,000 of insurance
Monthly Optional AD&D Rate	$.02 per $1,000 of insurance
Monthly Optional Child Life Rate	$2.00 per Insured Child(ren)

Monthly Optional Group Life Rate

Insured Employee's Attained Age	Monthly Rate per $1,000 of insurance
Less than 25	$.048
25 - 29	$.048
30 - 34	$.056
35 - 39	$.072
40 - 44	$.10
45 - 49	$.15
50 - 54	$.23
55 - 59	$.406
60 - 64	$.569
65 - 69	$1.021
70 - 74	$1.64
75 - 79	$1.64
80 and older	$1.64

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

Monthly Optional Spouse AD&D Rate $.02 per $1,000 of insurance

Monthly Optional Spouse Life Rate

Insured Employee's Attained Age	Monthly Rate per $1,000 of insurance
Less than 25	$.048
25 - 29	$.048
30 - 34	$.056
35 - 39	$.072
40 - 44	$.10
45 - 49	$.15
50 - 54	$.23
55 - 59	$.406
60 - 64	$.569
65 - 69	$1.021
70 - 74	$1.64
75 - 79	$1.64
80 and older	$1.64

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

GRACE PERIOD

A grace period of 31 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 45 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

(1) the total number of Insured Persons is less than ten;
(2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
(3) part of the premium is paid by Insured Persons and less than 25% of those eligible for coverage are insured (this part 3 will not apply to any voluntary, optional or supplemental insurance provided under this Policy);
(4) the Group Policyholder, without good cause, fails to:
    (a) promptly furnish any information the Company reasonably requires; or
    (b) perform its duties pertaining to this Policy in good faith;
(5) the Company terminates all other policies where permitted by their terms, which provide life insurance in the same state in which this Policy was issued; or
(6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

(1) on the date the Company receives the notice; or
(2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

(1) surviving spouse; or, if none
(2) surviving child or children in equal shares; or, if none
(3) surviving parent or parents in equal shares; or, if none
(4) surviving brothers and sisters in equal shares; or, if none
(5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Group Insurance Service Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

(1) within 15 days of the Insured Person's death; and
(2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

(1) it is made on a form furnished by the Company;
(2) the original is completed and filed with the Company at its Group Insurance Service Office; and
(3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

(1) a person who has assumed the care and support of the Insured Person or Beneficiary;
(2) a person who has incurred expense as a result of the Insured Person's last illness or death;
(3) the personal representative of the Insured Person's estate; or
(4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed the Facility of Payment Amount shown in the Schedule of Insurance. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

EXCLUSION. Benefits will not be payable if the Insured Person's death:

(1) results from suicide, while sane or insane; and
(2) occurs within two years after the Insured Person's Personal Life Insurance or an increased amount of insurance takes effect under the Policy (or under any prior group life insurance policy which the Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued subject to evidence of insurability, within the two years prior to the Insured Person's death.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of the death benefit may be received in installments, by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

CONDITIONS. Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least $2,000. It must be sufficient to provide a payment of at least $20 per month.

CONVERSION PRIVILEGE - CONVERSION BENEFITS

GENERAL CONVERSION BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

(1) termination or amendment of the Policy; or
(2) the Insured Person's request for:
    (a) termination of insurance; or
    (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

(1) be for an amount not to exceed the amount of the life insurance which was terminated; less the amount of any group life insurance for which the person becomes eligible within 31 days after insurance terminates;
(2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
(3) be issued at the Insured Person's age at nearest birthday;
(4) be issued without disability or other supplemental benefits; and
(5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT UPON POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

(1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
(2) that person has been covered continuously under this Policy for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

(1) its date of issue; or
(2) 31 days after the date on which the person's life insurance terminated.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

(1) was entitled to purchase a conversion policy; and
(2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

(1) given personally to the Insured Person;
(2) mailed by the Group Policyholder to the Insured Person at his last known address; or
(3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

(1) 15 days after the Insured Person is given the written notice; or
(2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

BENEFIT. Upon receipt of satisfactory proof of a Dependent's death while insured under this Policy, the Company will pay the amount of the Dependents Life Insurance in effect on the date of such death. This amount is shown in the Schedule of Insurance. The death benefit will be paid:

(1) to the Insured Person; or
(2) if the Insured Person fails to survive the Dependent, to the Insured Person's Beneficiary or according to the Facility of Payment Section.

EXCLUSION. Benefits will not be payable if a Dependent's death:

(1) results from suicide, while sane or insane; and
(2) occurs within two years after insurance or an increased amount of insurance for that Dependent takes effect under this Policy (or under any prior group life insurance policy which this Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued subject to evidence of insurability, within the two years prior to a Dependent's death.

DEPENDENT. A Dependent means a person who meets the definition of a dependent of the Insured Person under the provision of the U.S. Internal Revenue Code; and is an Insured Person's:

(1) spouse who is not legally separated from the Insured Person;
(2) unmarried child at least 14 days but less than 19 years of age;
(3) unmarried child less than 25 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
(4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 19 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child; provided the child resides in the Insured Person's household and is dependent on the Insured Person for principal support.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

ELIGIBILITY. An Insured Person becomes eligible for Dependents Life Insurance on the latest of:

(1) the date the Insured Person becomes eligible for Personal Insurance;
(2) the effective date of this Section; or
(3) the date the Insured Person first acquires a Dependent.

EFFECTIVE DATES. An Insured Person's Dependents Life Insurance will become effective on the latest of the following dates:

(1) the date the Insured Person becomes eligible for Dependents Life Insurance;
(2) the date the Insured Person makes written application for Dependents Life Insurance and signs a payroll deduction order; and
(3) the date the Company approves any required evidence of insurability on all the Insured Person's Dependents.

If an Insured Person acquires a new Dependent while insured for Dependents Life Insurance, insurance for that Dependent will take effect on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date his or her Dependents Life Insurance would otherwise take effect, then Dependents Life Insurance for that Dependent will not take effect until ten days after final discharge from the hospital.

EVIDENCE OF INSURABILITY. Each Insured Person's Dependent must submit evidence of insurability satisfactory to the Company if the Insured Person:

(1) makes application for Dependents Insurance more than 31 days after the date such Insured Person becomes eligible for Dependents Insurance;
(2) elects to be insured for Dependents Insurance after such Insured Person had requested:
    (a) termination of the Dependents Insurance; or
    (b) cancellation of the payroll deduction order; or
(3) makes application for Dependents Insurance after it has automatically terminated, due to failure to pay premium by the end of the grace period.

INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE. An Insured Person's Dependents Insurance will cease for all of the Insured Person's Dependents on the earliest of:

(1) the date the Insured Person's Personal Insurance terminates;
(2) the date Dependent Insurance is discontinued under this Policy;
(3) the date the Insured Person ceases to be in a class of employees eligible for Dependent Insurance;
(4) the date the Insured Person requests that the Dependent Insurance be terminated; or
(5) the last day of the premium paying period for which the Insured Person has made any required contribution toward the cost of the Dependent Insurance.

Dependents Insurance on a particular Dependent will cease on the earliest of:

(1) the date he or she ceases to be a Dependent as defined in this Policy;
(2) the date he or she becomes covered under this Policy as an Insured Person; or
(3) the date he or she enters the armed forces of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

MISSTATEMENT OF AGE. If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

ASSIGNMENT. Dependents Insurance may not be assigned.

INCONTESTABILITY. Except for non-payment of premiums, the Company may not contest the validity of this Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death, or dismemberment benefits.

CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

(1) the Insured Person's name and address; and
(2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

(1) A certified copy of the death certificate, for proof of death.
(2) A copy of any police report, for proof of accidental death or dismemberment.
(3) A signed authorization for the Company to obtain more information.
(4) Any other items the Company may reasonably require in support of the claim.

*** Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

(1) as soon as reasonably possible; and
(2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

(1) by a Physician of the Company's choice;
(2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE

Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

(1) the Insured Person, if he or she survives that Dependent; or
(2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

(1) the reason for the denial, under the terms of this Policy and any internal guidelines;
(2) how the claimant may request a review of the Company's decision; and
(3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

(1) 90 days after receiving the first proof of a death or dismemberment claim; or
(2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

(1) by the 15th day after receiving the first proof of claim; and
(2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

(1) 180 days after receiving the first proof of a death or dismemberment claim; or
(2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

(1) 60 days after receiving a denial notice of a death or dismemberment claim; or
(2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

(1) any further appeal procedures available under this Policy;
(2) the right to access relevant claim information; and
(3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

(1) the special circumstances which require the delay;
(2) whether more information is needed to review the claim; and
(3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974**).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

(1) reduce future benefits until full reimbursement is made; and
(2) recover such overpayments from the Insured Person, or from his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

COMPANY'S AUTHORITY TO ADMINISTER ERISA PLAN. Policy coverage may be provided under an employee benefit plan, which is subject to federal ERISA law. In that case, the Company initially has the sole discretionary authority to determine eligibility and to administer claims. The Company will do so:

(1) in accord with its interpretation of Policy provisions;
(2) on the Group Policyholder's or Employer's behalf.

In the event of a dispute, the Company's interpretation may be modified or reversed by a court or regulatory agency with proper jurisdiction.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

(1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
(2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum
Quadriplegia (Paralysis of Both Arms and Both Legs)	2 Times Principal Sum	Principal Sum
Paraplegia (Paralysis of Both Legs)	Principal Sum	½ Principal Sum
Hemiplegia (Paralysis of Arm and Leg of Same Side)	Principal Sum	½ Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

(1) will be the one largest amount listed;
(2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
(3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

(1) intentional self-inflicted injury or self-destruction;
(2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
(3) participation in a riot;
(4) duty as a member of any military, naval or air force;
(5) war or any act of war, declared or undeclared;
(6) participation in the commission of a felony;
(7) the use of drugs; (except when prescribed by a Physician), if committing a felony at the time of loss;
(8) voluntary inhalation of gas, including carbon monoxide;
(9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
(10) driving a vehicle while intoxicated, if committing a felony at the time of loss.

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:
(1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint.
(2) "Loss of an Eye," means legal blindness and irrevocable loss of sight in that eye.

"Paralysis" means complete and irreversible loss or use of an arm or leg (without severance).

REPATRIATION BENEFIT. The Company will pay a Repatriation Benefit, if:
(1) the Insured Person dies as a result of a covered accident at least 150 miles from his or her principal place of residence; and
(2) expense is incurred for the preparation and transportation of the Insured Person's body to a mortuary.

This benefit will be paid in addition to all other benefits payable under this Policy. This benefit will equal the expenses incurred for the preparation and transportation of the Insured Person's body to a mortuary subject to a maximum of $5,000. This benefit will be paid:
(1) when the benefit for accidental loss of life is paid; or
(2) when the Company receives proof of expense incurred, if later.

PROOF. In order for this benefit to be payable, proof of payment for any expenses incurred for Repatriation must be provided to the Company.

TO WHOM PAYABLE. Benefits for Repatriation will be paid in accord with the Beneficiary and/or Facility of Payment sections of this Policy.

Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR A DEPENDENT SPOUSE. The Company will pay the benefit listed below, if:

(1) a Dependent Spouse sustains an accidental bodily injury while insured under this provision; and
(2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

A Dependent Spouse is eligible for the Accidental Death and Dismemberment Insurance if the Spouse:

(1) is insured by this provision on the date of the accident;
(2) is not legally separated from the Insured Person; and
(3) is not serving on active duty in the armed forces of any state or country except for duty of 30 days or less for training in the Reserves or National Guard.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum which applies to the Dependent Spouse is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If a Dependent Spouse sustains more than one loss resulting from the same accident, the benefit:

(1) will be the one largest amount listed;
(2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
(3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for a Dependent Spouse's loss will be payable:

(1) to the Insured Person; or
(2) if the Insured Person fails to survive the Dependent Spouse, to the Insured Person's Beneficiary or in accord with the Facility of Payment section of this Policy.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

(1) intentional self-inflicted injury or self-destruction;
(2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
(3) participation in a riot;
(4) duty as a member of any military, naval or air force;
(5) war or any act of war, declared or undeclared;
(6) participation in the commission of a felony;
(7) the use of drugs; (except when prescribed by a Physician), if committing a felony at the time of loss;
(8) voluntary inhalation of gas, including carbon monoxide;
(9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
(10) driving a vehicle while intoxicated, if committing a felony at the time of loss.

DEFINITIONS.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Insured Person," as used in this section (Death or Dismemberment Benefit for a Dependent Spouse), means a PERSON whose Dependent Spouse is covered by Accidental Death and Dismemberment Insurance under this Policy. (Refer to the Definitions section of this Policy for the definition of PERSON.)

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:
(1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint.
(2) "Loss of an Eye," means legal blindness and irrevocable loss of sight in that eye.

INDIVIDUAL TERMINATION OF INSURANCE FOR A DEPENDENT SPOUSE. Accidental Death and Dismemberment Insurance for a Dependent Spouse will cease on the earlier of:
(1) the date he or she is no longer an eligible spouse; or
(2) the date the Insured Person is no longer eligible for coverage under this Policy.

EDUCATION BENEFIT. The Company will pay an Education Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

(1) is injured in a covered accident while insured under this Policy;
(2) dies as a direct result of such injuries within 365 days after the accident; and
(3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Education Benefit, a Dependent Child:

(1) must be dependent on the Insured Person for principal support;
(2) must be enrolled as a Full-Time Student on the date of the Insured Person's death or within 365 days after that date; and
(3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board, or any other costs payable directly to (or approved and certified by) that school.

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of the Insured Person's Principal Sum, subject to a maximum of $5,000 for each eligible Dependent Child per year, for up to 4 consecutive years or until age 25. The benefit will be paid to the Dependent Child, if the child has reached the age of majority. Otherwise, benefits will be paid to the child's legal guardian. The first payment will be made:

(1) when the benefit for accidental loss of life is paid; or
(2) when the Company receives proof of payment for the expenses incurred and that an eligible Dependent Child meets the above requirements, if later.

Subsequent payments will be made when the Company receives:

(1) verification that the eligible Dependent Child continues to be a Full-Time Student during each additional semester/year; and
(2) proof of payment for the expenses incurred.

"Full-Time Student" means a Dependent Child who:

(1) is attending a licensed or accredited college, university or vocational school (beyond the 12th grade);
(2) is considered a full-time student based upon that school's standards; and
(3) incurs expenses for tuition, fees, books, room and board, or other costs payable directly to (or approved or certified by) that school.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

SPOUSE TRAINING BENEFIT. The Company will pay a Spouse Training Benefit to the Insured Person's surviving Spouse, if the Insured Person:

(1) is injured in a covered accident while insured under this Policy;
(2) dies as a direct result of such injuries within 365 days after the accident; and
(3) is survived by a Spouse who is eligible for the benefit.

To be eligible for the Spouse Training Benefit, the Insured Person's Spouse:

(1) must not be legally separated from the Insured Person on the date of the accident;
(2) must be enrolled as a student on the date of the Insured Person's death or within 365 days after that date in any school to retrain or refresh skills needed for employment; and
(3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board or other costs payable directly to (or approved or certified by) that school.

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of Insured Person's Principal Sum; subject to a maximum of $5,000. The benefit will be paid for one year. Payment will be made:

(1) when the benefit for accidental loss of life is paid; or
(2) when the Company receives proof of payment for the expenses incurred and that the Spouse meets the above requirements, if later.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

CHILD CARE BENEFIT. The Company will pay a Child Care Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

(1) is injured in a covered accident while insured under this Policy;
(2) dies as a direct result of such injuries within 365 days after the accident; and
(3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Child Care Benefit, a Dependent Child must:

(1) be dependent on the Insured Person for principal support;
(2) be under age 13 on the date of the accident; and
(3) attend a licensed Child Care Center on a regular basis on the date of the Insured Person's death or within 365 days after that date.

The Child Care Benefit is paid in addition to all other Policy benefits. The benefit will equal the actual expense incurred after the date of the Insured Person's death, up to 5% of the Insured Person's Principal Sum; subject to a maximum of $5,000 for each eligible Dependent Child per year. The benefit will be paid to the legal guardian of the eligible Dependent Child:

(1) for up to 4 consecutive years; or
(2) until the Dependent Child's 13th birthday (whichever occurs first).

The first payment will be made:

(1) when the benefit for accidental loss of life is paid; or
(2) when the Company receives proof of expense incurred and that an eligible Dependent Child meets the above requirements; if later.

Subsequent payments will be made quarterly on a reimbursement basis when the Company receives:

(1) verification that the eligible Dependent Child continues to attend a licensed Child Care Center on a regular basis; and
(2) satisfactory proof of payment for the child care expense incurred.

DEFINITIONS. "Child Care Center" means any facility (other than a family day care home) which:

(1) is licensed as such by the state; and
(2) provides non-medical care and supervision for children in a group setting; and
(3) cares for children at least 6 but less than 24 hours per day.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

"Expense Incurred" means the cost for the supervision and care of a Dependent Child, excluding any fees for extra activities, which are directly payable to a Child Care Center.

EXCLUSIONS. Benefits will not be paid:

(1) when the Dependent Child's care is provided by (or at a facility operated by) the child's grandparent, parent, aunt, uncle or sibling; or
(2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

COMA BENEFIT. The Company will pay a Coma Benefit, when the Insured Person remains in a coma; provided:

(1) the coma is caused by an Injury sustained while insured under this Policy;
(2) the coma begins within 365 days after the date of the accident; and
(3) the person remains in a continuous coma for at least 31 days in a row.

The coma must result directly from the Injury and from no other causes.

This benefit will be paid in addition to all other benefits payable under this Policy. The Coma Benefit will equal a one-time payment of 5% of the Insured Person's Principal Sum; subject to a maximum of $5,000.

PROOF. Proof of the coma must be provided to the Company. The Company retains the right to investigate and to determine whether the coma exists.

TO WHOM PAYABLE. Upon receipt of satisfactory proof, the Coma Benefit will be paid to the Insured Person.

"Coma" means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

EXCLUSIONS. Benefits will not be paid:

(1) when the Insured Person remains in a coma for less than 31 days in a row; or
(2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

(1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
(2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals $10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals $10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than $1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

(1) the official accident report; or
(2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

(1) seat belt or lap and shoulder restraint; or
(2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

(1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
(2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
    (a) was driving without a valid drivers' license;
    (b) was driving in excess of the legal speed limit; or
    (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use), and was committing a felony at the time of loss.

    The above limitations will apply, whether or not the driver is convicted.

NOTICE CONCERNING COVERAGE

LIMITATIONS AND EXCLUSIONS UNDER

THE SOUTH DAKOTA LIFE AND

HEALTH INSURANCE GUARANTY

ASSOCIATION ACT

Residents of South Dakota who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the South Dakota Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in South Dakota. You should not rely on coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy or contract.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy.

The South Dakota Life and Health Insurance Guaranty Association
Charles D. Gullickson, Executive Director
206 West 14th Street
Sioux Falls, South Dakota 57104
Tel. (605) 336-0177
www.sdlifega.org

South Dakota Division of Insurance
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501-5070
Tel. (605) 773-3563
www.dlr.sd.gov/insurance

(please turn to back of page)

The state law that provides for this safety-net coverage is called the South Dakota Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are an insured certificate holder under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state, and under certain conditions, such persons even if they are not a resident of this state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **not** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- claims based on marketing material or other documents which are not approved policy forms, claims based on misrepresentations of policy benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals);
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer; or
- policies providing health care benefits for Medicare Parts C or D coverage.

LIMITS ON AMOUNT OF COVERAGE

The Guaranty Association in no event will pay more than what an insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the guaranty association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more than $300,000 in death benefits and not more than $100,000 in net cash surrender and net cash withdrawal values; (ii) for health benefit plans, not more than $500,000 but not more than $300,000 for disability insurance and long term care insurance, and not more than $100,000 for other types of health insurance; and (iii) for annuities, not more than $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of $300,000 in benefits with respect to any one life except with respect to benefits for basic hospital, medical and surgical insurance, for which the aggregate liability of the guaranty association may not exceed $500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

ADDITIONAL INFORMATION

The statues which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at www.sdlifega.org, which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as A.M. Best Company, Fitch Ratings, Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Useful Links" on the website of the South Dakota Division of Insurance at www.dlr.sd.gov/insurance.

The Guaranty Association is subject to supervision and regulation by the director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statues governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.

AMENDMENT TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO: 000010230888

ISSUED TO: Issues Management, Inc. dba Five Star Solutions

The Policy is amended by the addition of the following provisions.

PRIOR INSURANCE CREDIT UPON TRANSFER OF LIFE INSURANCE CARRIERS

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, this Policy will provide life coverage for a Person who:

(1) was insured under the prior plan on its termination date;
(2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
(3) is not entitled to any extension of life insurance under the prior plan; and
(4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company