

Group Term Life Policy Amendment #12

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of the dates shown below. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Effective January 1, 2012:

1. A termination and benefit extension at termination section were both added to the group policy and read as follows:

TERMINATION:

Notwithstanding anything in the policy to the contrary, an insured employee and insured dependent's coverage shall terminate on the last day of the month following the date the insured employee or insured dependent no longer meets the eligibility requirements.

BENEFIT EXTENSION AT TERMINATION:

Notwithstanding anything in the policy to the contrary, an eligible employee who completes their annual contract with the policyholder may be eligible to continue insurance after termination. All lines of insurance may be continued until the August 31 following the last day the employee was considered actively at work, provided the employee elects the extension and premiums payments are continued. If the employee does not elect this extension, all coverage will terminate according to the termination provisions of the policy.

Effective January 1, 2021:

1. A one-time open enrollment opportunity is added to the group policy and reads as follows:

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment in the fall of 2020. During this enrollment, the following elections will not require evidence of insurability:

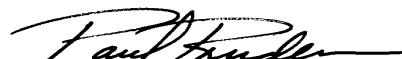
- An employee may elect for the first time or increase existing supplemental life insurance by up to two times annual earnings, provided the resulting amount of insurance does not exceed the guaranteed issue amount of the lesser of five times annual earnings or \$600,000.

Coverage will be effective on January 1, 2021, subject to the actively at work requirement for employees.

As a result, the Group Policy Specifications Page effective January 1, 2020 is replaced with the attached Group Policy Specifications Page effective January 1, 2021.

Agreed to by Minnesota Life Insurance Company this 4th day of November, 2020.

By



CDJ

Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NUMBER: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012. This specifications page represents the plan in effect on January 1, 2021.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	<p>The group is composed of:</p> <ul style="list-style-type: none"> • All active, regular part-time and full-time employees. • Contributing members of the Teachers Retirement System (TRS) • Employees who retired from TRS and are rehired into a benefits-eligible position • Employees who have elected coverage <p>Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a “full-time” employee as defined under Section 4980H©(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.</p> <p>The group does not include:</p> <ul style="list-style-type: none"> • Temporary or seasonal employees, • Any full-time member of the armed forces of any country, • Any leased employee or any independent contractor. 	
WAITING PERIOD:	The period commencing with the employee’s date of employment and ending with the first day of the month next following or coinciding with the employee’s completion of 30 days of continuous employment.	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
MINIMUM HOURS PER WEEK REQUIRED:	As required by the policyholder per the employee’s classification.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class**

All employees

Amount of Basic Life Insurance

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
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All Employees	One, two, three, four, five, six, seven, or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already thereof, subject to a maximum of \$1,000,000.
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EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Supplemental AD&D Insurance</u>
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All Employees	An amount equal to the amount of basic and supplemental life insurance for which the insured is insured under the group policy.
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GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

The lesser of five times annual earnings or \$600,000.

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the policy and for supplemental insurance if the amount requested is greater than the guaranteed issue amount.

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

Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.

Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

<u>Eligible Class</u>	<u>Amount of Spouse Life Insurance</u>
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All Employees	One, two, or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.
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Child Life Insurance

<u>Eligible Class</u>	<u>Amount of Child Life Insurance</u>
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All Employees	\$5,000, \$10,000, \$15,000, or \$20,000 as elected by the employee The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.
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DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Dependents AD&D Insurance</u>
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All Employees	An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.
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GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed.

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement, except as provided for under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY

Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

TERMINATION:

Notwithstanding anything in the policy to the contrary, an insured employee and insured dependent's coverage shall terminate on the last day of the month following the date the insured employee or insured dependent no longer meets the eligibility requirements.

BENEFIT EXTENSION AT TERMINATION:

Notwithstanding anything in the policy to the contrary, an eligible employee who completes their annual contract with the policyholder may be eligible to continue insurance after termination. All lines of insurance may be continued until the August 31 following the last day the employee was considered actively at work, provided the employee elects the extension and premiums payments are continued. If the employee does not elect this extension, all coverage will terminate according to the termination provisions of the policy.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment in the fall of 2020. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect for the first time or increase existing supplemental life insurance by up to two times annual earnings, provided the resulting amount of insurance does not exceed the guaranteed issue amount of the lesser of five times annual earnings or \$600,000.

Coverage will be effective on January 1, 2021, subject to the actively at work requirement for employees.

ANNUAL OPEN ENROLLMENTS:

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

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.

- An employee may elect any child life amount.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement for employees and the hospitalization/confinement clause for dependents.

QUALIFIED STATUS CHANGES:

An employee who experiences one of the Qualified Status Changes may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may elect or increase existing supplemental life insurance by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount.

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

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

RIDER(S) TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment
Dependents Term Life
Portability
Waiver of Premium

Group Term Life Policy Amendment #11

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2020. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The section entitled **"When will the death benefit be payable?"** in the Group Term Life Insurance Policy has been replaced in its entirety with the following:

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

The 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 benefit from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

The section entitled **"When will the accidental death and dismemberment benefit be payable?"** in the Accidental Death and Dismemberment Policy Rider has been replaced in its entirety with the following:


When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit within two months of receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured's death or 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

As a result, the Group Policy Specifications Page effective January 1, 2019 as revised on May 29, 2019 is replaced with the attached Group Policy Specifications Page effective January 1, 2020 and the Group Term Life Certificate of Insurance effective January 1, 2019 as revised on May 29, 2019 is replaced with the attached Group Term Life Certificate of Insurance effective January 1, 2020.

Agreed to by Minnesota Life Insurance Company this 20th day of November, 2019.

By  _____
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Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012. This specifications page represents the plan in effect on January 1, 2020.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	<p>The group is composed of:</p> <ul style="list-style-type: none"> • All active, regular part-time and full-time employees • Contributing members of the Teachers Retirement System (TRS) • Employees who retired from TRS and are rehired into a benefits-eligible position • Employees who have elected coverage <p>Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a “full-time” employee as defined under Section 4980H(c)(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.</p> <p>The group does not include:</p> <ul style="list-style-type: none"> • Temporary or seasonal employees, • Any full-time member of the armed forces of any country, • Any leased employee or any independent contractor. 	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee’s date of employment and ending with the first day of the month next following or coinciding with the employee’s completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	As required by the policyholder per the employee’s classification.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class****Amount of Basic Life Insurance**

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Supplemental AD&D Insurance</u>
All employees	An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy: The lesser of five times annual earnings or \$600,000.

EVIDENCE OF INSURABILITY:

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

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

Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.

Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY:

Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

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

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment
Dependents Term Life
Portability
Waiver of Premium

Group Term Life Policy Amendment #10

MINNESOTA LIFE

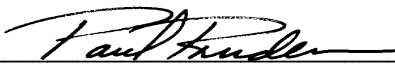
Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2019. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Group Term Life Policy Amendment #9 is declared null and void. The special 2018 one-time enrollment opportunity never went into place.

As a result, the Group Policy Specifications Page effective January 1, 2019 is replaced with the attached Group Policy Specifications Page effective January 1, 2019 as revised on May 29, 2019.

Agreed to by Minnesota Life Insurance Company this 29th day of May, 2019.

By  LL
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012. This specifications page represents the plan in effect on January 1, 2019 as revised on May 29, 2019.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	<p>The group is composed of:</p> <ul style="list-style-type: none"> • All active, regular part-time and full-time employees • Contributing members of the Teachers Retirement System (TRS) • Employees who retired from TRS and are rehired into a benefits-eligible position • Employees who have elected coverage <p>Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a “full-time” employee as defined under Section 4980H(c)(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.</p> <p>The group does not include:</p> <ul style="list-style-type: none"> • Temporary or seasonal employees, • Any full-time member of the armed forces of any country, • Any leased employee or any independent contractor. 	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee’s date of employment and ending with the first day of the month next following or coinciding with the employee’s completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	As required by the policyholder per the employee’s classification.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class****Amount of Basic Life Insurance**

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Supplemental AD&D Insurance</u>
All employees	An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy: The lesser of five times annual earnings or \$600,000.

EVIDENCE OF INSURABILITY:

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

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

Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.

Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY:

Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

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

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment
Dependents Term Life
Portability
Waiver of Premium

Group Term Life Policy Amendment #9

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2019. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

A special one-time enrollment is added to the policy. As a result, the section titled "One Time Open Enrollment (2018)" is added to read as follows:

**ONE TIME OPEN
ENROLLMENT (2018):**


The policyholder will hold a one-time open enrollment in November 2018. During this enrollment, the following election will not require evidence of insurability:

- An employee may elect for the first time or increase his or her existing supplemental life coverage by two times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

As a result of these changes, the Group Policy Specifications Page effective January 1, 2017 as revised on November 13, 2017 is replaced with the attached Group Policy Specifications Page effective January 1, 2019.

Agreed to by Minnesota Life Insurance Company this 12th day of April, 2018.

By  LL
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012. This specifications page represents the plan in effect on January 1, 2019.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	<p>The group is composed of:</p> <ul style="list-style-type: none"> • All active, regular part-time and full-time employees • Contributing members of the Teachers Retirement System (TRS) • Employees who retired from TRS and are rehired into a benefits-eligible position • Employees who have elected coverage <p>Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a "full-time" employee as defined under Section 4980H(c)(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.</p> <p>The group does not include:</p> <ul style="list-style-type: none"> • Temporary or seasonal employees, • Any full-time member of the armed forces of any country, • Any leased employee or any independent contractor. 	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	As required by the policyholder per the employee's classification.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class****Amount of Basic Life Insurance**

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Supplemental AD&D Insurance</u>
All employees	An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy: The lesser of five times annual earnings or \$600,000.

EVIDENCE OF INSURABILITY:

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

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

Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.

Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY:

Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ONE TIME OPEN ENROLLMENT (2018):

The policyholder will hold a one-time open enrollment in November 2018. During this enrollment, the following election will not require evidence of insurability:

- An employee may elect for the first time or increase his or her existing supplemental life coverage by two times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

ANNUAL OPEN ENROLLMENTS:

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

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accelerated Benefits
Accidental Death and Dismemberment
Dependents Term Life
Portability
Waiver of Premium

Group Term Life Policy Amendment #8

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The section titled "Qualified Status Changes" is amended to read as follows:

**QUALIFIED STATUS
CHANGES:**

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

2. There is a group of employees who were previously declined a coverage increase but who subsequently were approved for an increase during a qualified status change event. These employees are allowed to remain at the coverage levels they were provided inadvertently and are considered grandfathered with that coverage.

3. The section titled "Annual Open Enrollments" is amended to read as follows:

**ANNUAL OPEN
ENROLLMENTS:**

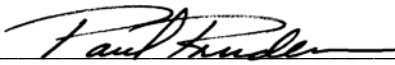
During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

As a result of these changes, the Group Policy Specifications Page effective January 1, 2017 as revised on October 3, 2017 is replaced with the attached Group Policy Specifications Page effective January 1, 2017 as revised on November 13, 2017.

Agreed to by Minnesota Life Insurance Company this 13th day of November, 2017.

By  LL
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012. This specifications page represents the plan in effect on January 1, 2017 as revised on November 13, 2017.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	<p>The group is composed of:</p> <ul style="list-style-type: none"> • All active, regular part-time and full-time employees • Contributing members of the Teachers Retirement System (TRS) • Employees who retired from TRS and are rehired into a benefits-eligible position • Employees who have elected coverage <p>Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a “full-time” employee as defined under Section 4980H(c)(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.</p> <p>The group does not include:</p> <ul style="list-style-type: none"> • Temporary or seasonal employees, • Any full-time member of the armed forces of any country, • Any leased employee or any independent contractor. 	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee’s date of employment and ending with the first day of the month next following or coinciding with the employee’s completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	As required by the policyholder per the employee’s classification.	

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Eligible Class

Amount of Basic Life Insurance

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
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All employees	One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.
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EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Supplemental AD&D Insurance</u>
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All employees	An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.
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GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy: The lesser of five times annual earnings or \$600,000.

EVIDENCE OF INSURABILITY:

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

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

Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.

Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY:

Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

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

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accidental Death and Dismemberment
Dependents Term Life
Waiver of Premium
Accelerated Benefits
Portability

Group Term Life Policy Amendment #7

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

As a correction the Annual Enrollment and Qualified Status Changes sections are amended as follows:

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

As a result of these changes, the Group Policy Specifications Page effective January 1, 2017 as revised on June 9, 2017 is replaced with the attached Group Policy Specifications Page effective January 1, 2017 as revised on October 3, 2017.

Agreed to by Minnesota Life Insurance Company this 3rd day of October, 2017.

By



LL

Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012. This specifications page represents the plan in effect on January 1, 2017 as revised on October 3, 2017.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	<p>The group is composed of:</p> <ul style="list-style-type: none"> • All active, regular part-time and full-time employees • Contributing members of the Teachers Retirement System (TRS) • Employees who retired from TRS and are rehired into a benefits-eligible position • Employees who have elected coverage <p>Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a “full-time” employee as defined under Section 4980H(c)(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.</p> <p>The group does not include:</p> <ul style="list-style-type: none"> • Temporary or seasonal employees, • Any full-time member of the armed forces of any country, • Any leased employee or any independent contractor. 	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee’s date of employment and ending with the first day of the month next following or coinciding with the employee’s completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	As required by the policyholder per the employee’s classification.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class****Amount of Basic Life Insurance**

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
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All employees	One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.
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EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental AD&D Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Supplemental AD&D Insurance</u>
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All employees	An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.
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GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy: The lesser of five times annual earnings or \$600,000.

EVIDENCE OF INSURABILITY:

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

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

Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.

Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY:

Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed the lesser of five times annual earnings or \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accidental Death and Dismemberment
Dependents Term Life
Waiver of Premium
Accelerated Benefits
Portability

Group Term Life Policy Amendment #6

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The following changes are made to the policy:

1. The policy termination time frame is increased from 31 days to 180 days from the date notice is provided with intent to terminate the policy. The section entitled, "When does this group policy terminate?" is amended to read as follows:

When does this group policy terminate?

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

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 180 days after we provide you with notice of our intent to terminate this policy.

2. The group definition is amended to read as follows:

GROUP:

The group is composed of:

- All active, regular part-time and full-time employees
- Contributing members of the Teachers Retirement System (TRS)
- Employees who retired from TRS and are rehired into a benefits-eligible position
- Employees who have elected coverage

Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a "full-time" employee as defined under Section 4980H(c)(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.

The group does not include:

- Temporary or seasonal employees,
- Any full-time member of the armed forces of any country,
- Any leased employee or any independent contractor.

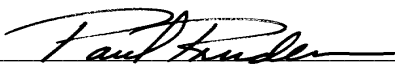
3. The minimum hours per week requirement is changed to read as follows:

MINIMUM HOURS

PER WEEK REQUIRED: As required by the policyholder per the employee's classification.

As a result of these changes, the Group Policy Specifications Page effective January 1, 2017 is replaced with the attached Group Policy Specifications Page effective January 1, 2017 as revised on June 9, 2017.

Agreed to by Minnesota Life Insurance Company this 22nd day of May, 2017.

By  LL
Vice President and Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012 This specifications page represents the plan in effect on January 1, 2017 as revised on June 9, 2017.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	<p>The group is composed of:</p> <ul style="list-style-type: none"> • All active, regular part-time and full-time employees • Contributing members of the Teachers Retirement System (TRS) • Employees who retired from TRS and are rehired into a benefits-eligible position • Employees who have elected coverage <p>Note: Notwithstanding the foregoing, to the extent that an individual qualifies as a “full-time” employee as defined under Section 4980H(c)(4) of the Internal Revenue Code, but who not otherwise meet the eligibility requirements set forth above, such individual shall be treated as being in an eligible class.</p> <p>The group does not include:</p> <ul style="list-style-type: none"> • Temporary or seasonal employees, • Any full-time member of the armed forces of any country, • Any leased employee or any independent contractor. 	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee’s date of employment and ending with the first day of the month next following or coinciding with the employee’s completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	As required by the policyholder per the employee’s classification.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class****Amount of Basic Life Insurance**

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

<u>Eligible Class</u>	<u>Amount of Supplemental Life Insurance</u>
All employees	One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Supplemental Insurance

<u>Eligible Class</u>	<u>Amount of Basic and Supplemental AD&D Insurance</u>
All employees	An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:

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

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

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

For basic insurance:

All basic insurance is guaranteed issue.

For supplemental insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy: The lesser of five times annual earnings or \$600,000.

EVIDENCE OF INSURABILITY:

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

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

Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.

Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY:

Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accidental Death and Dismemberment
Dependents Term Life
Waiver of Premium
Accelerated Benefits
Portability

Group Term Life Policy Amendment #5

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2017. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

A change has been made to the plan:

1. The supplemental Life amount is changed from 1 to 5 times annual earnings to 1 to 8 times annual earnings and the supplemental life plan maximum is increased from \$600,000 to \$1,000,000. When newly eligible, supplemental life insurance is guaranteed issue the lesser of 5 times annual earnings or \$600,000.

Supplemental Life Insurance

An amount elected by the employee from the following options:

Eligible Class

Amount of Supplemental Life Insurance

All employees

One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

2. The Spouse Life plan maximum is changed from \$100,000 to \$250,000.

Spouse Life Insurance

Eligible Class

Amount of Spouse Life Insurance

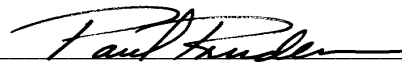
All Employees

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

As a result of this change, the Group Policy Specifications Page has been replaced with the attached Group Policy Specifications Page dated effective January 1, 2017

Agreed to by Minnesota Life Insurance Company this 8th day of August, 2016.

By



JCN

Vice President & Actuary

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012 This specifications page represents the plan in effect on January 1, 2017.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	The group is composed of all active employees of the policyholder and its associated companies, The group does not include: temporary or seasonal employees, any full-time member of the armed forces of any country, any leased employee or any independent contractor.	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	30 hours per week.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class****Amount of Basic Life Insurance**

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

Eligible Class**Amount of Supplemental Life Insurance**

All employees

One, two, three, four, five, six, seven or eight times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$1,000,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:**Basic and Supplemental Insurance****Eligible Class****Amount of Basic and Supplemental AD&D Insurance**

All employees

An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:	All insurance terminates at retirement, except as provided for under the portability provision.
CONTRIBUTORY/NONCONTRIBUTORY:	Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>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:</p> <p>For basic insurance: All basic insurance is guaranteed issue.</p> <p>For supplemental insurance: For employees in an eligible class immediately prior to the effective date of the group policy: An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy. For employees who first become eligible after the effective date of this policy: The lesser of five times annual earnings or \$600,000.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.
EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:	<p>Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.</p> <p>Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.</p>

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$250,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE: Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY: Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION: Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION: 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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accidental Death and Dismemberment
Dependents Term Life
Waiver of Premium
Accelerated Benefits
Portability

Group Term Life Policy Amendment

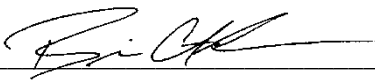
MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018 issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of November 20, 2015. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

In accordance with Texas statutes, the life expectancy for a terminal condition as shown in the Accelerated Benefits Rider has been increased from twelve months or less to twenty-four months or less. As a result, the Accelerated Benefits Policy Rider with a form number of MHC-96-13184.42 EdF75612 9-2011 is replaced in its entirety with the attached Accelerated Benefits Policy Rider with a form number of MHC-96-13184.42 EdF75612 2-2016.

Agreed to by Minnesota Life Insurance Company this 8th day of February, 2016.

By  _____
Second Vice President GAM

Accelerated Benefits Policy Rider

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

MINNESOTA LIFE

The acceleration-of-life insurance benefits offered under this rider are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from the insured's income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. The insured is advised to consult with a qualified tax advisor about circumstances under which the insured could receive acceleration-of-life insurance benefits excludable from income under federal law.

Receipt of acceleration-of-life insurance benefits may affect the insured's, the insured's spouse or his or her family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The insured is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the insured's, the insured's spouse and his or her family's eligibility for public assistance.

General Information

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

What does this rider provide?

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

Definitions

accelerated benefit

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

death benefit

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

immediate family

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

insured

For purposes of this rider, an insured employee, 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 the certificate holder, or a member of the certificate holder's immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twenty-four 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 twenty-four months or less. That evidence must include certification by a physician. We reserve the right to ask for independent medical verification of a terminal condition. In the case of a difference of opinion, the opinion of our physician will prevail.

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 is the cost to the insured for this rider?

The insured pays no additional premium for this benefit.

Is there a processing charge?

We guarantee that the present value actuarial discount shall not reduce the amount of benefits accelerated by more than 15% of the face amount of such benefits. We guarantee that the processing charge will not exceed \$150 per request to consider an accelerated benefit.

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

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

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

Who may request an accelerated payment of the death benefit?

A certificate holder may request an accelerated payment of the insurance on his or her life or on the life of a spouse or dependent child insured under his or her 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 rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or

- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

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

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

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

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

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

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

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

If a certificate holder elects to 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 which apply to that insured will end. If the insured is a certificate holder, any other individual insured under his or her certificate will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the group policy to which this rider 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 the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

If an insured elects to receive accelerated benefits, we will send the insured a statement which illustrates the effects of the accelerated benefit payment on his or her amount of insurance.

How will we pay the accelerated benefit?

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

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such

certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

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

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

When does this rider terminate?

This rider will terminate on the earlier of:

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



Secretary



President

Group Term Life Policy Amendment 4

MINNESOTA LIFE


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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2016. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Houston ISD is removing the option for an insured to name an irrevocable beneficiary. As a result of this change, an Irrevocable Beneficiary line item has been added to the Group Policy Specifications Page.

As a result of this change, the Group Policy Specifications Page has been replaced with the attached Group Policy Specifications Page dated effective January 1, 2016

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

By  _____ clb
Second Vice President

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012 This specifications page represents the plan in effect on January 1, 2016.	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	The group is composed of all active employees of the policyholder and its associated companies, The group does not include: temporary or seasonal employees, any full-time member of the armed forces of any country, any leased employee or any independent contractor.	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	30 hours per week.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class****Amount of Basic Life Insurance**

All employees

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

Eligible Class**Amount of Supplemental Life Insurance**

All employees

One, two, three, four or five times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$600,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:**Basic and Supplemental Insurance****Eligible Class****Amount of Basic and Supplemental AD&D Insurance**

All employees

An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:	All insurance terminates at retirement, except as provided for under the portability provision.
CONTRIBUTORY/NONCONTRIBUTORY:	Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>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:</p> <p>For basic insurance: All basic insurance is guaranteed issue.</p> <p>For supplemental insurance: For employees in an eligible class immediately prior to the effective date of the group policy: An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy. For employees who first become eligible after the effective date of this policy: All supplemental insurance is guarantee issue.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.
EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:	<p>Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.</p> <p>Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.</p>

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: 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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

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

EFFECT OF EMPLOYEE'S RETIREMENT: All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE: Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

IRREVOCABLE BENEFICIARY: Notwithstanding anything in the policy to the contrary, an employee may not name an irrevocable beneficiary.

WAIVER OF PREMIUM APPLICATION: Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION: 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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accidental Death and Dismemberment
Dependents Term Life
Waiver of Premium
Accelerated Benefits
Portability

Group Term Life Policy Amendment 3

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2012. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

In order to clarify how the administration of spouse and employee coverage when two employees are married and both work for the Houston Independent School District is being handled, the "What members of the insured employee's family are eligible for insurance under this rider?" provision of the Dependent Term Life Insurance Policy Rider has been amended to read as follows:

What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (1) the insured employee's lawful spouse who is not legally separated from the insured, who is not insured for supplemental insurance as an employee under the policy to which this rider is attached.

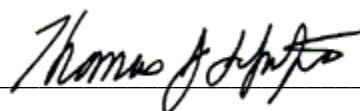
If any spouse is insured as an eligible employee under the group policy for employee supplemental term life, he or she is not also eligible to be insured with dependent spouse supplemental term life coverage. If any employee is insured as an eligible spouse under the group policy for spouse supplemental term life coverage, he or she is not also eligible to be insured as an employee for supplemental term life coverage; and

- (2) the insured employee's children, stepchildren, foster children (if living in the insured employee's home), grandchildren (if claimed as a dependent on the insured employee's federal income tax return), a child for whom the insured employee is a legal guardian or in a regular parent-child relationship with and legally adopted children. Children are eligible from live birth (stillborn or unborn children are not eligible) to the attainment of age 26. Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on the employee 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 shall be considered a dependent of only one parent for purposes of this rider. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance.

Agreed to by Minnesota Life Insurance Company this 21st day of November 2014.

By  _____ ARB
Assistant Secretary

Group Term Life Policy Amendment 2

MINNESOTA LIFE

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

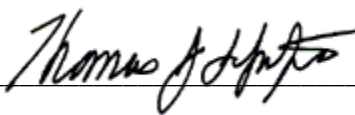
To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of June 1, 2014. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Houston Independent School District will no longer accept transfer of ownership assignments. Funeral assignments will continue to be allowed as they are not considered a transfer of ownership. As a result, the "Can an insured's insurance be assigned?" provision of the Group Term Life Policy has been amended to read as follows:

Can an insured's insurance be assigned?

No. Insurance cannot be assigned under this policy.

Agreed to by Minnesota Life Insurance Company this 5th day of June, 2014.

By  _____ ARB
Assistant Secretary

Group Term Life Policy Amendment 1

MINNESOTA LIFE

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

To be attached to and made a part of Group Policy No. 34018-G issued by Minnesota Life Insurance Company to Houston Independent School District. This amendment is effective as of January 1, 2012. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

The maximum time frame for term life coverage to be extended while an employee is on a leave of absence is being extended from 12 months to 18 months. As a result, the "Can an insured employee's coverage be continued during sickness, injury, leave of absence or temporary layoff?" section of this policy has been amended to read as follows:

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

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

- (1) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 18 months from the last day the insured employee was actively at work.
- (2) for an employee on a medical leave of absence, insurance cannot be continued beyond the later of 18 months from the last day the insured employee was actively at work or the date the employee attains age 65.

Insurance continued for a military leave may be continued on a premium paying basis for the length of the leave.

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

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

Agreed to by Minnesota Life Insurance Company this 16th day of August, 2013.

By  ARB
Assistant Secretary

Read Your Policy Carefully

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

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

Alemiss E. Erdemoglu

Secretary

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Right to Cancel

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

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

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

Robert L. Lindblom

President

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Important Notice

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

MINNESOTA LIFE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Minnesota Life's toll-free telephone number for information or to make a complaint at:

For insurance purchased through your Financial Institution or Credit Union:

1-800-377-2775

For insurance purchased through your Employer:

1-800-843-8358

For insurance purchased through your Association or Farm Credit Bank:

1-800-252-5152

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104

FAX# (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Minnesota Life para informacion o para someter una queja al:

Para el seguro comprado a través de su Institución Financiera o Unión de Crédito:

1-800-377-2775

Para el seguro comprado a través de su lugar de Empleo:

1-800-843-8358

Para el seguro comprado a través de su Asociación o Farm Credit Bank:

1-800-252-5152

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104

FAX# (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

GENERAL INFORMATION

POLICYHOLDER:	Houston Independent School District	POLICY NO.: 34018-G
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy.	
POLICY EFFECTIVE DATE:	January 1, 2012	
POLICY ANNIVERSARY DATE:	January 1 of each year beginning January 1, 2013.	
PREMIUM DUE DATE(S):	The first day of each month.	
GROUP:	The group is composed of all active employees of the policyholder and its associated companies, The group does not include: temporary or seasonal employees, any full-time member of the armed forces of any country, any leased employee or any independent contractor.	
ENROLLMENT PERIOD:	Not applicable for noncontributory insurance; 31 days from the first day of eligibility for contributory insurance.	
WAITING PERIOD:	The period commencing with the employee's date of employment and ending with the first day of the month next following or coinciding with the employee's completion of 30 days of continuous employment.	
MINIMUM HOURS PER WEEK REQUIRED:	30 hours per week.	

PLAN OF INSURANCE**EMPLOYEE BENEFIT SCHEDULE****EMPLOYEE TERM LIFE INSURANCE:****Basic Life Insurance****Eligible Class**

All employees

Amount of Basic Life Insurance

\$10,000

Supplemental Life Insurance

An amount elected by the employee from the following options:

Eligible Class

All employees

Amount of Supplemental Life Insurance

One, two, three, four or five times annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$600,000.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:**Basic and Supplemental Insurance****Eligible Class**

All employees

Amount of Basic and Supplemental AD&D Insurance

An amount equal to the amount of basic and supplemental life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

RETIREMENT REDUCTIONS:	All insurance terminates at retirement, except as provided for under the portability provision.
CONTRIBUTORY/NONCONTRIBUTORY:	Basic insurance is noncontributory insurance; supplemental insurance is contributory insurance.
GUARANTEED ISSUE AMOUNT:	<p>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:</p> <p>For basic insurance: All basic insurance is guaranteed issue.</p> <p>For supplemental insurance: For employees in an eligible class immediately prior to the effective date of the group policy: An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy. For employees who first become eligible after the effective date of this policy: All supplemental insurance is guaranteed issue.</p>
EVIDENCE OF INSURABILITY:	Evidence of insurability is required as stated in the policy and for an amount of insurance greater than the guaranteed issue amount.
EFFECTIVE DATE OF INCREASES AND DECREASES DUE TO CHANGE IN ELIGIBLE CLASS OR EARNINGS:	<p>Increases due to a change in eligible class or earnings which are subject to evidence of insurability will become effective the first of the month following the date any required evidence of insurability is approved by us. Increases due to a change in eligible class or earnings which are not subject to evidence of insurability will become effective the January 1st following the date of the change in class or earnings. 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.</p> <p>Any decrease in coverage due to a change in eligible class or earnings will become effective on the first day of the calendar month coinciding with or next following the date of the change.</p>

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child Life insurance benefits.

Spouse Life Insurance

Eligible Class

All Employees

Amount of Spouse Life Insurance

One, two or three times the employee's annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.

Child Life Insurance

Eligible Class

All Employees

Amount of Child Life Insurance

\$5,000, \$10,000, \$15,000 or \$20,000, as elected by the employee

The amount of insurance for each insured dependent child shall not exceed 100% of the employee's supplemental life insurance amount.

DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE: An employee must be participating in the supplemental life insurance plan in order to be eligible for Dependent Spouse and Child insurance benefits.

Dependents AD&D Insurance

Eligible Class

All Employees

Amount of Dependents AD&D Insurance

An amount equal to the amount of spouse and/or child(ren) life insurance for which the employee's spouse and/or child(ren) is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY:

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:

For employees with eligible dependents immediately prior to the effective date of this policy, the guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy, the guaranteed issue amount is as follows:

For spouse insurance: The lesser of \$100,000 or 100% of an employee's elected supplemental life insurance amount.

For child insurance: All child coverage is guaranteed

EVIDENCE OF INSURABILITY:

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

EFFECT OF EMPLOYEE'S RETIREMENT:

All dependents insurance terminates upon the employee's retirement except as provided under the portability provision.

ADDITIONAL INFORMATION

SUICIDE EXCLUSION FOR LIFE INSURANCE:

Applies only to employee supplemental life and spouse life insurance under this policy. Exclusions for AD&D insurance, including a suicide exclusion, are listed on the applicable policy rider.

WAIVER OF PREMIUM APPLICATION:

Applies to contributory and noncontributory employee insurance.

PORTABILITY AND CONVERSION NOTIFICATION:

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 31 days from the day the notification mails to elect to port or convert coverage. However, in no event will the election period extend beyond 90 days from the employee's termination date.

In no way does this election period extension continue the insurance for any employee beyond the 31 day period provided in the certificate.

ONE TIME OPEN ENROLLMENT:

The policyholder will hold a one-time open enrollment prior to the effective date of this policy. During this enrollment, the following elections will not require evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000
- An employee may elect or increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- Any child life election

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

ANNUAL OPEN ENROLLMENTS:

During the policyholder's annual open enrollment, the following election changes can be made without providing evidence of insurability, provided the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee participating in the supplemental life plan may increase his or her supplemental life coverage by one times annual earnings, provided the resulting amount of insurance does not exceed \$600,000.
- An employee who is insured for spouse life insurance may increase his or her spouse life insurance by one increment, provided the resulting amount of insurance does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

Coverage will be effective on the January 1 following the annual enrollment, subject to the actively at work requirement.

QUALIFIED STATUS CHANGES:

An employee who experiences a Qualified Status Change may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the insured receiving the increase has not previously been declined any insurance amount due to failure to provide satisfactory evidence of insurability:

- An employee may elect or increase his or her supplemental life coverage by one times annual earnings, including enrolling for the first time at the one times earnings level, provided the resulting amount of insurance does not exceed \$600,000.
- An employee may elect or increase his or her spouse life insurance by one increment, including enrolling in spouse/domestic partner life insurance for the first time, provided the resulting insurance amount does not exceed the lesser of \$100,000 or 100% of the employee's supplemental life insurance amount.
- An employee may elect any child life amount

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

Qualified Status Change means:

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

RIDER(S) TO THE GROUP POLICY

Accidental Death and Dismemberment
Dependents Term Life
Waiver of Premium
Accelerated Benefits
Portability

Definitions

age

Attained age as of most recent birthday.

associated company

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

certificate effective date

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

certificate holder

An employee who is eligible for and becomes insured according to the terms of this policy or an employee's spouse who is insured according to the terms of a Spouse Term Life Insurance Policy Rider.

contributory insurance

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

earnings

An employee's basic rate of compensation including any contributions made by an employee to:

- (a) an IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; and
- (b) an executive nonqualified deferred compensation arrangement; and
- (c) any amounts contributed to the employee's fringe benefits according to a salary reduction agreement under an IRC 125 plan.

Earnings do not include:

- (a) commissions;
- (b) shift differential;
- (c) overtime or premium pay;
- (d) bonuses;
- (e) employer contributions made on the employee's behalf to any deferred compensation arrangement or pension plan; or
- (f) any other additional compensation.

Earnings are those in effect on the October 1st preceding the employee's last full day of active work, unless the last full day of active work is between October 1st and December 31st, in which case the employee's earnings would be those in effect from October 1st of the prior year.

employee

An individual who is employed by the policyholder 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 policyholder or any designated associated companies.

evidence of insurability

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

insured

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

non-work day

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

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

noncontributory insurance

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

policy anniversary

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

policy effective date

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

policyholder

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

specifications page

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

waiting period

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

we, our, us

Minnesota Life Insurance Company.

you, your

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

General Information

What is your agreement with us?

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

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

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

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

Can this policy be amended?

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

Who is eligible for insurance?

An employee is eligible if he or she:

- (1) is a member of the group and of an eligible class as shown on the specifications page attached to this policy; and

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

Are retired employees eligible for insurance?

If the policyholder's plan of insurance, as reflected in the specifications page attached to this policy, 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 policyholder'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, an employee must be actively at work fully performing his or her customary duties for his or her regularly scheduled number of hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

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

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

When will we require evidence of insurability?

Evidence of insurability will be required if:

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

- (5) the employee is insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

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

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

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

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

- (1) for an employee on non-medical leave of absence or temporary layoff, insurance cannot be continued beyond 12 months from the last day the insured employee was actively at work.
- (2) for an employee on a medical leave of absence, insurance cannot be continued beyond the later of 12 months from the last day the insured employee was actively at work or the date the employee attains age 65.

Insurance continued for a military leave may be continued on a premium paying basis for the length of the leave.

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

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

Premiums

When and how often are premiums due?

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

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

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

How is the premium determined?

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

We may change the premium rate:

- (3) on any premium due date following the expiration of any rate guarantee period; or
- (4) anytime, if the policy terms are amended or the total amount of insurance in force changes by 15% or more.

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

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

Can the premium be adjusted?

Yes. We will adjust the premium on each due date for insurance which was effective or terminated before the most recent due date, but not reflected in prior premium payments. We will charge you for any additional premium, and will refund any overpayment, excluding any overpayment made more than 12 months before the adjustment.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this group policy. The amount of insurance for each insured dependent shall not exceed the amount of insurance for which the employee is eligible.

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

An insured can request a change in his or her contributory insurance amount only during an annual open enrollment period, as determined by the employer, or within 31 days of a Qualified Status Change. Qualified Status Change shall be as determined by the employer.

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

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

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

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

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

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

When will the death benefit be payable?

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

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of the insured's death until the date of payment. Interest will be at an annual rate determined by us based on current short term market rates, but never less than 4% per year compounded annually, or the minimum required by state law, whichever is greater.

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

To whom will we pay the death benefit?

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

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

If there is more than one beneficiary, each will receive an equal share, unless the insured has requested another method in writing. To receive the death benefit, a

beneficiary must be living on the date of the insured's death. In the event a beneficiary is not living on the date of the insured's death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of the insured and a beneficiary, the death benefit will be paid as if the insured survived the beneficiary.

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

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

Can an insured add or change beneficiaries?

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

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

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

Termination

When does an insured's coverage terminate?

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

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

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

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

Yes. When an insured's coverage terminates because he or she is no longer eligible, and the insured becomes eligible again within three months after the date his or her coverage terminated, the insured's coverage under this policy may be reinstated.

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

When does this group policy terminate?

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

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

Can this policy be reinstated?

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

Conversion Right

What is the conversion right?

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

The insured may convert up to the full amount of terminated insurance if termination occurs because he or she moves from one existing eligible class to another, or he or she is no longer in an eligible class.

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

- (1) the policy is terminated; or
- (2) the policy is changed to reduce or terminate the insurance for that individual.

In such case, the insured 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 the insured becomes eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under this policy.

Neither the conversion right nor the limited conversion right is available if the insured's coverage under this policy terminates due to failure to make, when due, required premium contributions.

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

How does an insured convert his or her insurance?

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

How is the premium for the individual policy determined?

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

When is the individual policy effective?

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

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

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

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

Additional Information

What if an insured's age has been misstated?

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

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

Is there a suicide exclusion?

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

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

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

When does an insured's insurance become incontestable?

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

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

Can an insured's insurance be assigned?

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

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

assignment will take precedence over any claim of a beneficiary.

Are you required to maintain records?

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

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

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

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

Will this policy receive experience credits?

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

Are you our agent?

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

Will the provisions of this policy conform with state law?

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

Accidental Death and Dismemberment Policy Rider

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

MINNESOTA LIFE

General Information

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

What does this rider provide?

This rider provides accidental death and dismemberment coverage subject to all terms, conditions, and exclusions herein.

Who is eligible for insurance under this rider?

An employee who is eligible under the provisions applicable to life insurance coverage under the group policy is eligible for insurance under this rider. In addition, an employee may elect coverage for his or her spouse and/or dependent child(ren) who are insured under the Dependents Term Life Insurance Policy Rider attached to the group policy. All references to an insured in this rider shall include dependents. All provisions of this rider applicable to an "insured" shall apply to an insured dependent.

When does insurance under this rider become effective?

Insurance becomes effective on the date that the certificate holder become insured for life insurance under the group policy.

For a certificate holder with existing dependent coverage in force, any newly acquired dependent who meets the requirements will automatically become insured when he or she becomes eligible. If application or additional premium is required for the newly eligible dependent, coverage will become effective as described above.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This provision shall not apply to a newborn child. However, in no event will insurance on a dependent be effective before the insured employee's insurance under this rider is effective.

Accidental Death and Dismemberment (AD&D) Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that the insured's death or dismemberment results, directly and independently of all

other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this rider is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage under this rider is in force.

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- (1) intentionally self-inflicted injury or self destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) the insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (4) bodily or mental infirmity, illness or disease; or
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (6) motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- (7) infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications; or
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft; or
- (10) war or any act of war, whether declared or undeclared; or
- (11) service in the military of any nation.

What is the amount of the accidental death and dismemberment benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page attached to the group policy. The percentage is

determined by the type of loss as shown in the following table:

FOR LOSS OF	AMOUNT OF BENEFIT
Life.....	Full Amount of AD&D Insurance
Both Hands or Both Feet..	Full Amount of AD&D Insurance
Sight of Both Eyes.....	Full Amount of AD&D Insurance
One Hand and One Foot..	Full Amount of AD&D Insurance
One Foot and Sight of One Eye	Full Amount of AD&D Insurance
One Hand and Sight of One Eye	Full Amount of AD&D Insurance
Quadruplegia	Full Amount of AD&D Insurance
Paraplegia	50% of Amount of AD&D Insurance
Sight of One Eye	50% of Amount of AD&D Insurance
Speech or Hearing	50% of Amount of AD&D Insurance
One Hand or One Foot	50% of Amount of AD&D Insurance
Hemiplegia	50% of Amount of AD&D Insurance
Thumb and Index Finger of One Hand.....	25% of Amount of AD&D Insurance

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadruplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet). Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this rider for all of an insured's losses due to any one accident, not including any amount paid according to the terms of the Additional Benefits section of this rider, will never exceed the full amount of AD&D insurance shown on the specifications page attached to the group policy.

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit within two months of receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 3% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

A certificate holder's accidental death benefit will be paid to the person or persons entitled to receive a death benefit under the terms of the group policy. The benefit for other losses sustained by a certificate holder will be paid to the certificate holder, if living, otherwise to his or her estate.

A dependent's AD&D benefit will be paid to the certificate holder, if living, otherwise to his or her estate.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the AD&D benefits. Additional benefits are paid in addition to any AD&D benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of this rider, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Air Bag Benefit

What is the air bag benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to \$5,000.

In order to be eligible for this benefit, the following must apply:

- (1) the seat in which the insured was seated was equipped with a properly installed airbag at the time of the accident; and
- (2) the private passenger car is equipped with seatbelts; and
- (3) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (4) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Child Care Benefit

What is the child care benefit?

If a certificate holder dies as a result of a covered accident and he or she is survived by his or her one or more dependent children under age 13, we will pay additional benefits to reimburse for child care expenses incurred for the certificate holder's dependent children while under age 13. The benefit for each child per year will be \$5,000.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than thirty six months after the date of the certificate holder's death or for expenses incurred for dependent children over age 13. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to person who incurred the child care expense. The maximum child care benefit payable under this benefit shall be the lesser of 25% of the certificate holder's AD&D insurance or \$10,000 regardless of the number of children who qualify.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of the certificate holder's dependent children if a certificate holder dies as a result of a covered accident and is survived by one or more dependent children, provided that:

- (1) at the time of the certificate holder's death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within 12 months of the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or

- (2) 25% of the certificate holder's amount of AD&D insurance; or
- (3) \$20,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years beginning on the date of your death. The benefit will be paid to the dependent child if he or she is of legal age. If the dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

Disappearance Benefit

What is the disappearance benefit?

If a certificate holder's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, that the certificate holder has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this rider.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Occupational Assault Benefit

What is the occupational benefit?

If a certificate holder dies or suffers a covered dismemberment as a result of a covered accident which occurs while the insured employee is performing his or her customary duties at the employer's normal place of business or at other places the employer's business requires the insured employee to travel, we will pay an additional benefit equal to the lesser of:

- (1) 50% of the certificate holder's amount of AD&D insurance; or
- (2) \$25,000.

The death or covered dismemberment must be the direct result of an act of physical violence against the certificate holder that is punishable by law and is evidenced by a policy report.

Public Transportation Benefit

What is the public transportation benefit?

If a certificate holder dies as a result of a covered accident which occurs while he or she is a fare-paying passenger on a public transportation vehicle, we will pay an additional benefit equal to the lesser of:

- (1) the certificate holder's full amount of AD&D insurance; or
- (2) \$200,000.

Public transportation vehicle means any air, land or water vehicle operated under a license for the transportation of fare paying passengers and operating on regular routes with a definite schedule of departures and arrivals.

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, a certificate holder dies at least 200 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall be the lesser of 10% of the certificate holder's amount of AD&D insurance or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of us. This may or may not be the beneficiary for the rest of the accidental death proceeds. We may at our sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by us will be final and fully release and discharge us from any further liability under this repatriation benefit.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional AD&D benefit equal to \$10,000.

In order to be eligible for this benefit, the following must apply:

- (1) the private passenger car was equipped with seatbelts; and
- (2) a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
- (3) at the time of the accident, the driver of the private passenger car was a licensed driver and was not intoxicated, impaired, or under the influence of alcohol or drugs.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National

Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Spouse Education Benefit

What is the spouse education benefit?

We will pay an education benefit of up to \$5,000 per year on behalf of the certificate holder's spouse if a certificate holder dies as a result of a covered accident and is survived by his or her spouse, provided that the spouse enrolls in a program of higher education within 36 months after the certificate holder's death.

The maximum benefit payable will be the lesser of:

- (1) 25% of the certificate holder's amount of AD&D insurance; or
- (2) \$10,000.

Only expenses occurring within 36 months after the date of the certificate holder's death will be eligible for reimbursement.

Termination

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

An insured's coverage ends on the earliest of:

- (1) the date the certificate holder is no longer covered for life insurance under the group policy; or
- (2) for an insured dependent, the date the dependent no longer meets the eligibility requirements; or
- (3) for an insured dependent, the date the dependent is no longer covered for life insurance under the group policy; or
- (4) 31 days (the grace period) after the due date of any premium contribution which is not paid.

The certificate holder must notify us or the employer when he or she no longer has any dependents eligible for coverage under this benefit so that premiums may be discontinued. All premiums paid for dependents who are no longer eligible for coverage under this benefit will be refunded without any payment of claim.

When does this rider terminate?

This rider will terminate on the earlier of:

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


Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense when and so often as we may reasonably require whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

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

No. Coverage under this rider will not be included in any insurance issued under the conversion right section of the group policy.


Secretary


President

Dependents Term Life Insurance Policy Rider

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

MINNESOTA LIFE

General Information

This rider is issued in consideration of the required premium and amends the group policy to which it is attached. The rider is subject to every term, condition, exclusion, limitation, and provision of the group policy unless otherwise expressly provided for herein. Any Accidental Death and Dismemberment coverage provided by a rider to the group policy will not apply to dependents coverage provided by this rider.

What does this rider provide?

This rider provides insurance on the lives of the insured employee's eligible dependents.

What members of the insured employee's family are eligible for insurance under this rider?

The following members of the insured employee's family are eligible for insurance under this rider:

- (1) the insured employee's lawful spouse who is not legally separated from the insured, who is not eligible for insurance as an employee under the policy to which this rider is attached; and
- (2) the insured employee's children, stepchildren, foster children (if living in the insured employee's home), grandchildren (if claimed as a dependent on the insured employee's federal income tax return), a child for whom the insured employee is a legal guardian or in a regular parent-child relationship with and legally adopted children. Children are eligible from live birth (stillborn or unborn children are not eligible) to the attainment of age 26. Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on the employee 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 shall be considered a dependent of only one parent for purposes of this rider. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

Any dependent child who, subsequent to the effective date of the insured employee's child life insurance.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the specifications page attached to the group policy states that evidence of insurability is required; or
- (2) the insurance is contributory and the employee does not enroll for coverage under this rider within the enrollment period shown on the specifications page attached to the group policy; or
- (3) dependents insurance for which the employee previously enrolled did not go into effect or was terminated because the employee failed to make a required premium contribution; or
- (4) during a previous period of eligibility, the employee failed to submit 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 rider.

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, the insured employee applies 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.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement. This does not apply to a newborn child. However, in no event will insurance on a dependent be effective before the insured employee's insurance under the group policy 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 the group policy. In no event may the amount of insurance exceed the amount of insurance for which the employee is eligible.

To whom will we pay the death benefit?

The death benefit payable under this rider will be paid to the insured employee if living, otherwise to his or her estate.

Termination

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

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

- (1) the date 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 an employee's written request that insurance on his or her eligible dependents be terminated; or
- (4) the date the employee is no longer covered under the group policy.

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

When does this rider terminate?

This rider will terminate on the earlier of:

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

Additional Information

What is the conversion right under this rider?

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


Conversion may be requested by the insured employee, 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 the group policy to which this rider is attached will apply.

Does the Waiver of Premium rider to the group policy apply to insured dependents?

The Waiver of Premium rider to the group policy will not apply to disabilities for dependents covered under this rider.

However, if, due to the insured employee's disability, his or her insurance is continued in force without further payment of premiums due to the Waiver of Premium rider to the group policy, any dependents insurance provided by this rider shall also continue in force without further payment of premiums until the dependent's eligibility terminates or until the insured employee's insurance is no longer continued in force due to the Waiver of Premium rider to the group policy.

This provision is not applicable if the dependent's insurance has been converted under the conversion right section of this rider, unless the converted policy is surrendered without claim except for refund of premiums.



Secretary



President

Term Life Insurance Portability Policy Rider

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

MINNESOTA LIFE

General Information

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

What does this rider provide?

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

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

Who is eligible to continue insurance under this rider?

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

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

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

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

What insurance can be continued under this rider?

Non-contributory and contributory insurance may be continued under this rider. If the certificate holder elects to continue his or her own coverage according to the provisions of this rider, he or she may also elect to continue contributory insurance for any other individual insured under his or her certificate. The certificate holder may also continue coverage under all supplements to such certificate which apply to both non-contributory and contributory insurance and by which he or she was insured immediately preceding his or her portability date, except the Term Life Waiver of Premium Certificate Supplement, which shall terminate upon porting.

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

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

The minimum amount of insurance that can be continued on the life of a certificate holder under this rider is \$10,000. The minimum does not apply to any other insureds covered under this rider.

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

The maximum amount of insurance that can be continued under this rider for an insured under age 65 is the amount of insurance that was in force on the insured's portability date, but not more than \$500,000 for an employee or \$100,000 for a spouse. However, for an insured who is age 65 or older on his or her portability date, the amount will not be more than 65% of the amount in force on the insured's portability date, to a maximum of \$325,000 for an employee or \$65,000 for a spouse.

Will the amount of insurance continued under this rider change?

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

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

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

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

How will premium contributions be paid?

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

Can the premium rate change?

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

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

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

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

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

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

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


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

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

When will insurance continued under this rider terminate?

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

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


Secretary


President

Term Life Waiver of Premium Policy Rider

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

MINNESOTA LIFE

General Information

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

What does this rider provide?

This rider provides for waiver of premium for certificate holders who become totally and permanently disabled, as defined herein, while under age 60. Upon approval of proof of such disability, a certificate holder's insurance, including all riders applicable to such certificate holder which were in force on the date of the onset of the certificate holder's disability, will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

What is total disability?

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

What is permanent disability?

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

Are there any limitations?

Yes. Insurance will not be continued if a certificate holder's disability results from intentionally self-inflicted injury, participation in or any attempt to commit a felony, or war or any act of war, whether declared or undeclared.

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

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

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

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

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

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

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before his or her 60th birthday; and
- (4) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that the certificate holder continues to be totally and permanently disabled. We may also require that the certificate holder submit to one or more medical examinations at our expense, but not more often than once every three months.

If a certificate holder dies within one year of the date of onset of his or her disability, the certificate holder's beneficiary may claim benefits under this rider even if the certificate holder's premium payments were discontinued and he or she had not submitted due proof satisfactory to us of his or her total disability or was continuously disabled for less than six months. The certificate holder's beneficiary must submit due proof satisfactory to us that the certificate holder's total disability, which began before the certificate holder's premium payments were discontinued and before his or her 60th birthday, continued without interruption until his or her death.

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

We must receive written notice at our home office of a certificate holder's total disability within one year of the

date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

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

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

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

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

How long will insurance be continued without payment of premium?

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

- (1) the certificate holder's 65th birthday; or
- (2) the date the certificate holder recovers so that he or she is no longer totally and permanently disabled; or
- (3) the date the certificate holder fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination.

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

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

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

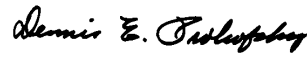
Insurance will end for a certificate holder unless, within 31 days of the date benefits under this rider end, premium payment is resumed or the insured applies to convert his or her coverage.

When does this rider terminate?

This rider will terminate on the earlier of:

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

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


Secretary


President

Accelerated Benefits Policy Rider

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

MINNESOTA LIFE

The acceleration-of-life insurance benefits offered under this rider are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from the insured's income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. The insured is advised to consult with a qualified tax advisor about circumstances under which the insured could receive acceleration-of-life insurance benefits excludable from income under federal law.

Receipt of acceleration-of-life insurance benefits may affect the insured's, the insured's spouse or his or her family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The insured is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the insured's, the insured's spouse and his or her family's eligibility for public assistance.

General Information

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

What does this rider provide?

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

Definitions

accelerated benefit

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

death benefit

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

immediate family

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

insured

For purposes of this rider, an insured employee, 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 the certificate holder, or a member of the certificate holder's immediate family.

Terminal Condition

What is a terminal condition?

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

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

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident, is twelve months or less. That evidence must include certification by a physician. We reserve the right to ask for independent medical verification of a terminal condition. In the case of a difference of opinion, the opinion of our physician will prevail.

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 is the cost to the insured for this rider?

The insured pays no additional premium for this benefit.

Is there a processing charge?

We guarantee that the present value actuarial discount shall not reduce the amount of benefits accelerated by more than 15% of the face amount of such benefits. We guarantee that the processing charge will not exceed \$150 per request to consider an accelerated benefit.

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

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

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

Who may request an accelerated payment of the death benefit?

A certificate holder may request an accelerated payment of the insurance on his or her life or on the life of a spouse or dependent child insured under his or her 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 rider is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this rider if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or

- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

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

Yes. The minimum death benefit to be eligible for an accelerated benefit under this rider is \$10,000. The maximum death benefit to be eligible for an accelerated benefit is \$1,000,000.

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

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

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

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

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

If a certificate holder elects to 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 which apply to that insured will end. If the insured is a certificate holder, any other individual insured under his or her certificate will be allowed to convert any such insurance to a policy of individual life insurance according to the conversion right section of the group policy to which this rider 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 the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

If an insured elects to receive accelerated benefits, we will send the insured a statement which illustrates the effects of the accelerated benefit payment on his or her amount of insurance.

How will we pay the accelerated benefit?

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

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to the certificate holder who requested the accelerated payment unless the certificate holder validly assigns them otherwise. If such

certificate holder dies before all payments have been made, we will pay the remainder to the insured's beneficiary named under the certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination

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

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

When does this rider terminate?

This rider will terminate on the earlier of:

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

Dennis E. Erdberg

Secretary

Robert L. Lankin

President

Important Notice

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

MINNESOTA LIFE

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the **Texas Insurance Code**, Chapter 463.)

IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY IN FULL OR IN PART DUE TO STATUTORY LIMITATIONS.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- **residents of Texas** at that time (regardless of where the policyholder lived when the policy was issued)
- **residents of other states**, ONLY if the following conditions are met:
 - 1) The policyholder has a policy with a company domiciled in Texas;
 - 2) The policyholder's state of residence has a similar guaranty association; and
 - 3) The policyholder is **not eligible** for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- for each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- death benefits up to a total of \$300,000 under one or more policies on a single life; or
- total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- present value of allocated benefits up to a total of \$250,000 on any one life; or
- present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
1-800-982-6362
www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-800-252-3439
www.tdi.state.tx.us

MINNESOTA LIFE

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