

PARTICIPATING UNIT APPLICATION

RELIANCE STANDARD LIFE INSURANCE COMPANY

HOME OFFICE: SCHAUMBURG, ILLINOIS
ADMINISTRATIVE OFFICE: PHILADELPHIA, PENNSYLVANIA

Effective September 1, 2010, as amended through March 1, 2018, JBI, Ltd. (herein referred to as the Participating Unit), agrees to be a participant in the RSL Employer Trust, and agrees to be bound by all the applicable terms and conditions of the Trust Agreement.

The Participating Unit agrees to make insurance available to its Eligible Persons in accordance with the terms and conditions of the Master Policy numbered VL 600 issued to the RSL Employer Trust.

1. NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES: None

2. PARTICIPATING UNIT NUMBER: VG 182338

3. PARTICIPATING UNIT ADDRESS:

1711 EAST BELT LINE ROAD
COPPELL, TEXAS 75019

4. PARTICIPATING UNIT ANNIVERSARY DATE: September 1 in each year

5. PREMIUM DUE DATE: September 1, and the 1st of each month thereafter

6. ELIGIBLE PERSONS:

All Actively-at-Work, Full-time and Part-time Employees of the Participating Unit who have completed 30 days of continuous employment, except any person employed on a temporary or seasonal basis, and their Dependents.

"Actively-at-Work" means: a person actually performing on a Full-time or Part-time basis each and every duty pertaining to his job in the place where and manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of injury or illness.

"Full-time" means: working for the Participating Unit for a minimum of 30 hours during a person's regularly scheduled work week.

"Part-time" means: working for the Participating Unit for a minimum of 20 hours during a person's regularly scheduled work week.

"Dependent" means:

- (1) the employee's legal spouse;
- (2) the employee's unmarried child(ren), including any foster child, adopted child or stepchild who resides in the employee's home, who is age 14 days but under 20 years of age and who is financially dependent on the employee for support;
- (3) the employee's unmarried child(ren), including any foster child, adopted child or stepchild, who is attending a college or other school on a full-time basis, and is financially dependent on the employee for support and under age 26; and
- (4) the employee's child(ren) beyond the limiting age who is incapable of self-sustaining employment by reason of intellectual disability or physical handicap and who is chiefly dependent on the employee for support and maintenance.



Additionally, with respect to an employee whose domestic partnership or civil union is legally recognized under applicable state law or for whom an Affidavit of Domestic Partnership is on file with the Participating Unit and is in effect, such employee's:

- (1) domestic partner or civil union partner; and
- (2) child(ren), provided he/she otherwise meets the definition of Dependent,

of such legally recognized domestic partnership or civil union or named on an Affidavit will be considered a "Dependent" of such employee. When the employee's domestic partner or civil union partner is covered under the Policy, the word "spouse" as it appears herein and in the Policy will be deemed to include "domestic partner" and "civil union partner", unless the context indicates otherwise.

A person may not have coverage both as an employee and as a Dependent. Only one insured spouse may cover the eligible children as insured Dependents. The employee or spouse must be insured in order for children to be insured.

Spouse Maximum Age: 75

On the date of application, the spouse must be under age 70.

7. BENEFIT AMOUNTS:

Each eligible employee and spouse may elect an Amount of Insurance (in increments of \$10,000) for which he is eligible. The minimum amount of insurance coverage which may be elected is \$10,000 and the maximum is \$500,000, subject to age and evidence of insurability requirements, as applicable.

The Amount of Insurance in effect on the Insured employee is subject to automatic reduction beginning at age 75 as shown in the Table below. This reduction applies equally to those Insureds initiating insurance coverage at age 75 or over.

AT AGE	FACE AMOUNT REDUCES TO:
75-79	60.0% of available or in force amount at age 74
80-84	35.0% of available or in force amount at age 74
85-89	27.5% of available or in force amount at age 74
90-94	20.0% of available or in force amount at age 74
95-99	7.5% of available or in force amount at age 74
100 +	5.0% of available or in force amount at age 74

The Amount of Insurance on a Dependent spouse automatically terminates at age 75.

The Amount of Insurance for each eligible Dependent child is as follows:

ATTAINED AGE	AMOUNT OF INSURANCE
Less than 14 days	None
14 days but less than 6 months	\$1,000
6 months but less than 26 years	\$5,000 or \$10,000, as elected on the individual application.

One Benefit amount is applicable to all eligible children. Newly acquired eligible children automatically become insured if the eligible employee insures other Dependent children.

8. CHANGES:

Automatic decreases in the Amount of Insurance due to an insured employee's age are effective on the Anniversary Date coinciding with or next following the date the change occurs.

If a change in the insured employee's Amount of Insurance is received that would alter the calculation of a benefit reduction based on age, the benefit reduction will be recalculated using the new benefit amount. The recalculated benefit amount will become effective as described above.

If an increase in, or initial application for, an Amount of Insurance is due to a life event change (such as marriage, birth or specific changes in employment status), proof of good health will not be required for amounts up to the guaranteed issue amount, provided the Eligible Person applies (a) within thirty-one (31) days of such life event; (b) was not previously declined for group life insurance with us; and (c) did not have a prior application withdrawn or marked incomplete for any reason. A change due to a life event will become effective on the Individual Effective Date.

9. EFFECTIVE DATE OF INDIVIDUAL INSURANCE:

If the employee or an insured Dependent spouse has been previously declined for coverage by us, had an application withdrawn or marked incomplete for any reason, or voluntarily terminated his/her coverage with us, all future requests for coverage are subject to submission and our approval of proof of good health. However, proof of good health will not be required if the employee or an insured Dependent spouse who voluntarily terminated insurance coverage with us makes a future request due to a life change or during any approved enrollment period.

With respect to employees and/or spouses who were insured with the prior carrier on August 31, 2010, individual insurance will be effective September 1, 2010. The Amount of Insurance will be the amount of insurance on file with us as of September 1, 2010, unless subsequently changed after September 1, 2010, per all applicable policy provisions. Further increases (if applicable) to the amount on file with us are subject to any applicable proof of good health. Amounts over this Policy's maximum Amount of Insurance may never increase.

GUARANTEED ISSUE AMOUNT:

An Eligible Person must apply in writing for this insurance. Those employees eligible before or upon the Effective Date of this Policy must complete, sign and return the application during the initial enrollment period. All other employees must apply within thirty-one (31) days of becoming eligible. If insurance is applied for beyond the enrollment period or beyond thirty-one (31) days of becoming eligible, proof of good health will always be required; the only exceptions are life event changes (see CHANGES section) and any annual enrollment approved by us.

EMPLOYEE: If an eligible employee is under the age of 60 and applies for coverage within 31 days of becoming eligible, up to \$100,000 of insurance will be issued. If an eligible employee is age 60 but less than 70 and applies for coverage within 31 days of becoming eligible, \$10,000 of insurance will be issued. The employee's Effective Date of coverage will be the first day of the month following the date the application is signed, provided any service waiting period has been satisfied and any premium has been paid, as applicable.

DEPENDENT SPOUSE: A Dependent spouse under age 60 may be eligible for guaranteed issue coverage, provided the eligible employee applies for coverage within 31 days of becoming eligible. Spouse guaranteed issue coverage is limited to \$50,000 of coverage. The spouse must not be confined at home or in a hospital.

AMOUNTS OVER THE GUARANTEED ISSUE AMOUNT AND AMOUNTS APPLIED FOR AFTER THE INITIAL ELIGIBILITY PERIOD:

Amounts applied for over the guaranteed issue Amount require proof of good health.

An Eligible Person's Effective Date of coverage will be the first day of the month following the date the application is signed, provided the Insurance Company agrees to insure such person by approving any required proof of good health and any additional premium is received.

Amounts of Insurance on Dependent children are effective on the first day of the month following the date the application is signed (provided the employee or spouse has insurance coverage).

Under all circumstances, premiums must be paid as required, and the service waiting period, if any, must be satisfied.

The Individual Effective Date cannot predate either: (a) the Participating Unit Effective Date; or (b) the date the employee first becomes eligible for this insurance. Any application dated prior to the date the employee first becomes eligible will be considered to be dated on the first day of eligibility.

Insurance applied for during a Reliance Standard-approved annual enrollment that takes place beyond the eligible employee's initial enrollment period or beyond the employee's initial eligibility period will become effective according to the specific rules for such enrollment.

10. PREMIUMS:

Employee and spouse premiums are based on the person's age as of his last birthday.

Premiums are payable monthly, on the first day of each month, in advance. Premium increases, resulting from an Insured or an insured Dependent spouse entering into a higher age bracket, occur on the anniversary date (shown in the Insured's Certificate of Insurance) coinciding with or next following such Insured's or insured Dependent spouse's last birthday.


11. MINIMUM PARTICIPATION REQUIREMENTS:

The greater of: 25 continuously approved employees; or 10% of eligible employees. Such employees must be approved within 60 days of our receipt of this Application.

This Application shall constitute the entire agreement between the parties which may not be altered or amended without the written consent of both parties.

ACCEPTED BY:

RELIANCE STANDARD LIFE
INSURANCE COMPANY

BY: 
Secretary
April 9, 2018

JBI, Ltd.

BY: _____

TITLE: _____

DATE: _____

Please sign and return.



*BC1COAPVG 18233803/01/2018*RSL
*BC2COAPJBI, Ltd.

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RELIANCE STANDARD LIFE INSURANCE COMPANY

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ADMINISTRATIVE OFFICE: PHILADELPHIA, PENNSYLVANIA

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Under all circumstances, premiums must be paid as required, and the service waiting period, if any, must be satisfied.

The Individual Effective Date cannot predate either: (a) the Participating Unit Effective Date; or (b) the date the employee first becomes eligible for this insurance. Any application dated prior to the date the employee first becomes eligible will be considered to be dated on the first day of eligibility.

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Premiums are payable monthly, on the first day of each month, in advance. Premium increases, resulting from an Insured or an insured Dependent spouse entering into a higher age bracket, occur on the anniversary date (shown in the Insured's Certificate of Insurance) coinciding with or next following such Insured's or insured Dependent spouse's last birthday.

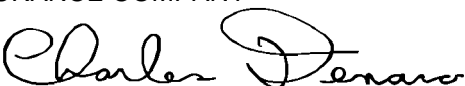
11. MINIMUM PARTICIPATION REQUIREMENTS:

The greater of: 25 continuously approved employees; or 10% of eligible employees. Such employees must be approved within 60 days of our receipt of this Application.

This Application shall constitute the entire agreement between the parties which may not be altered or amended without the written consent of both parties.

ACCEPTED BY:

RELIANCE STANDARD LIFE
INSURANCE COMPANY

BY: 
Secretary
April 9, 2018

JBI, Ltd.

BY: _____

TITLE: _____

DATE: _____

RELIANCE STANDARD

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania

POLICY NUMBER: VL 600

EFFECTIVE DATE: June 1, 1990

Reliance Standard Life Insurance Company (we, our or us) agrees to provide insurance to the RSL Employer Trust (you, your or yours) in exchange for the payment of premium and the signed Application. The insurance is subject to the terms and conditions of this Policy.


This insurance Policy is a contract between you and us. It insures those Eligible Persons described in the Participating Unit Application.


This Policy provides benefits in the event of loss of life of an Insured and an insured Dependent as indicated in the Participating Unit Application and as described in this Policy.

EFFECTIVE DATE AND POLICY TERMINATION

This Policy begins on the Effective Date shown above. This Policy starts and ends at 12:01 A.M., local time, at your address. It stays in force in accordance with the provisions set forth in this Policy. The POLICY TERMINATION section of the GENERAL PROVISIONS explains when this Policy can be ended by us.

This Policy is signed for us by:


Secretary


President

VOLUNTARY GROUP TERM LIFE INSURANCE NON-PARTICIPATING

THIS FORM PROVIDES A DESCRIPTION OF THE BENEFITS CHOSEN BY YOU FOR YOUR EMPLOYEES UNDER THE VOLUNTARY GROUP TERM LIFE INSURANCE POLICY ISSUED TO THE RSL EMPLOYER TRUST. THIS FORM IS DELIVERED TO YOU ON APRIL 9, 2018 AND AMENDS THE OTHER VOLUNTARY LIFE INSURANCE POLICY/FORM PREVIOUSLY ISSUED TO YOU BY US.

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DEFINITIONS

"Insured" means: an eligible employee as defined in the Participating Unit Application who is actively working and for whom insurance coverage is in effect. If the employee does not elect this coverage, then Insured means the insured spouse for whom insurance coverage is in effect. Except, as stated herein, Insured does not refer to insured Dependents.

"We", "our" and "us" means: Reliance Standard Life Insurance Company.

PROVISIONS APPLICABLE TO PARTICIPATING UNITS

DEFINITION

A "Unit" means: any group eligible to participate in the RSL Employer Trust.

The following provisions apply to a Unit which becomes a Participating Unit under this Policy. All other Policy terms not in conflict with this section apply to this Unit as well.

EFFECTIVE DATE OF PARTICIPATING UNIT

Upon receipt of the completed Participating Unit Application, any Unit will become a Participating Unit under this Policy on the later of:

- (1) the effective date of this Policy, if eligible on that date and approved by us; or
- (2) the effective date stated in the Participating Unit Application, as approved by us.

TERMINATION OF A PARTICIPATING UNIT

Any Participating Unit will be terminated under this Policy on the earliest of the following dates:

- (1) the date it no longer meets the requirements set out under the definition of Unit;
- (2) the date it stops or suspends active business operations or is placed in bankruptcy or receivership;
- (3) the date it no longer is an entity by means of dissolution, merger or otherwise;
- (4) the date the Participating Unit no longer meets the Minimum Participation Requirements stated in the Participating Unit Application;
- (5) the date a Participating Unit is terminated under this Policy in accordance with the provisions stated below;
- (6) the date this Policy ends; or
- (7) the end of the period for which the last premium payment has been made.

All insurance then in force on any person in any such Participating Unit will cease at once, except if otherwise stated in the Participating Unit Application.

Termination of a Participating Unit will not affect a valid claim incurred prior to such termination.

Upon notice to us, the Participating Unit may end its participation under this Policy after twelve (12) months of such participation or at any later time. The notice must be in writing and sent to our authorized representative or to us at our Administrative Office at least thirty-one (31) days before the requested termination date. Such termination will be effective on the premium due date on or following the requested termination date.

Upon notice, we may terminate a Participating Unit under this Policy after twelve (12) months from its effective date or at any later time. This notice must be written and state when, not less than thirty-one (31) days after receipt of such notice, the termination will be effective. Such notice must be sent to the Participating Unit at the last address shown on our records.

A Unit which ceases to be a Participating Unit under this Policy may again become a Participating Unit only if agreed to in writing between the Participating Unit and us.

GENERAL PROVISIONS

ENTIRE CONTRACT

The entire contract between you and us is this Policy, the Policy Application (a copy of which is attached at issue), the Participating Unit Application and any endorsements or amendments.

CHANGES

The only way this Policy may be modified is by written agreement signed by our President, Vice President or Secretary. No agent or other person has the authority to change this Policy or waive any of its terms or provisions.

INCONTESTABILITY

Any statement made in your application or the Participating Unit Application will be deemed a representation, not a warranty. We cannot contest this Policy or a Participating Unit's insurance after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

Any statements made by you, the Participating Unit, any Insured or any insured Dependent, or on behalf of any Insured or any insured Dependent, to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of life insurance for which an Insured and any insured Dependent is covered. The following rules apply to each statement.

A. No statement will be used in a contest unless:

- (1) it is in written form signed by the Insured or any insured Dependent, or on behalf of the Insured or any insured Dependent; and
- (2) a copy of such written statement is or has been furnished to the Insured, insured Dependent, or the Insured's or any insured Dependent's beneficiary or legal representative.

B. If the statement relates to an Insured's or any insured Dependent's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two (2) years during the lifetime of the Insured or any insured Dependent.

RECORDS MAINTAINED

We or an authorized plan administrator must maintain records of all Insureds and insured Dependents. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR

Clerical errors in connection with this Policy or delays in keeping records for this Policy, whether by you, us, the Participating Unit or the plan administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

Clerical Errors include (but are not limited to) the payment of premium for coverage not provided by this Policy. If appropriate, a fair adjustment of premium will be made to correct a clerical error. Such adjustments will be limited to the twelve (12) month period preceding the date we receive proof from you that an adjustment due to overpayment of premium should be made or the date we discover that premium has been underpaid.

MISSTATEMENT OF AGE

If an Insured's or any insured Dependent's age is misstated, the premium will be adjusted, if necessary. If the Insured's or any insured Dependent's insurance coverage is affected by the misstated age, it will also be adjusted. The insurance coverage will be changed to the amount the Insured or any insured Dependent is entitled to at his correct age.

CONFORMITY WITH STATE LAWS

Any provision in this Policy which is in conflict with the laws in the state where it is issued or in a state that otherwise has jurisdiction over such provision, is amended to conform with the minimum requirements of such laws of that state.

PRONOUNS

All pronouns include either gender unless the context indicates otherwise.

CERTIFICATE OF INSURANCE

We will provide a certificate of insurance for each Insured. The certificate will outline the insurance coverage and to whom benefits are payable.

POLICY TERMINATION

You may terminate this Policy at any time. This Policy will terminate on the date we receive your letter or, if later, the date requested in your letter.

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Any premium that is not paid up to the date this Policy is terminated will still be due to us. We will return, pro-rata, any part of the premium paid beyond the date this Policy is terminated.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION

ELIGIBLE PERSONS

Eligible Persons are those persons described in the Participating Unit Application.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

If an Eligible Person pays a part of or all the premium, he must apply in writing for the insurance coverage to go into effect. He will become insured on the date stated in the Participating Unit Application.

The individual effective date of insurance coverage will be deferred for the following Eligible Persons:

- (1) those employed Eligible Persons who are not regularly performing the duties of their occupation; or
- (2) those Eligible Persons not employed who are not engaged in normal activities for a person of like age or sex.

The effective date for those Eligible Persons in (1) and (2) above, will be the date of return to:

- (1) the regular performance of job duties, for the employed Eligible Person; or
- (2) the normal activities for an Eligible Person of like age and sex, for those not employed.

TERMINATION OF INDIVIDUAL INSURANCE

The insurance coverage of an Insured will terminate on the first of the following to occur:

- (1) the premium due date coinciding with or next following the date the Participating Unit terminates;
- (2) the premium due date coinciding with or next following the date the Insured ceases to be eligible for this insurance (except as described under the provision entitled "Portability");
- (3) the end of the period for which premium has been paid for an Insured;
- (4) the premium due date coinciding with or next following the date an Insured converts to an individual plan of insurance according to the terms of this Policy;
- (5) the date the Insured enters military service (not including the Reserves or National Guard); or
- (6) in the case where an insured spouse is the Insured, the anniversary date (shown in the Insured's Certificate of Insurance) coinciding with or next following his 75th birthday.

CONTINUATION OF INDIVIDUAL INSURANCE

The insurance coverage of an Insured may be continued, by payment of premium, beyond the premium due date coinciding with or next following the date the Insured is no longer eligible for this insurance, but not longer than:

- (1) twelve (12) months, if due to illness or injury; or
- (2) one (1) month, if due to temporary lay-off or approved leave of absence.

CONVERSION PRIVILEGE

An Insured can use this privilege when his insurance under this Policy terminates. Conversion is subject to the following:

- A. If the insurance ceases, except as described in B. below or for non-payment of premium, an individual life insurance policy may be issued. Written application for the policy must be made by the Insured within thirty-one (31) days after his insurance terminates. The first premium must be paid within that time. The issuance of the policy is subject to the following conditions:
- (1) the policy will, at our option, be on any one of our forms, except term life insurance, and it will be the standard type issued by us for the age and amount applied for;
 - (2) the face amount of the policy cannot exceed the Amount of Insurance the Insured had under this Policy immediately before his insurance terminated; and
 - (3) the premium for the policy will be at our usual rate and it will be based on the amount of insurance, class of risk and the Insured's age at date of conversion.

Proof of good health is not required.

- B. If the insurance ceases due to the termination or amendment of this Policy or termination of the Participating Unit, an individual life insurance policy may be issued. An Insured must have been insured for at least five (5) years under this Policy. The same rules as in A. above will apply, except that the face amount will be the lesser of:
- (1) the Amount of Insurance the Insured had under this Policy immediately before his insurance terminated, reduced by any amount he is entitled to under any other group life policy issued by us or another insurance company; or
 - (2) \$10,000.
- C. If the Insured dies during the time in which he is entitled to apply for an individual policy, we will pay the benefit to which he was entitled under this Policy. This will be done whether or not the Insured applied for the individual policy.
- D. Conversion will not be allowed while any premium is in default, or if the Insured is Totally Disabled and entitled to a waiver of premiums.
- E. Any policy issued in accordance with A. or B. above will be effective on the day following the day insurance coverage under this Policy terminates.
- F. If an Insured's coverage under this Policy includes Waiver of Premium, Accidental Death and/or other supplemental benefits, then such benefits may be included under the individual policy.
- G. If Waiver of Premium, Accidental Death and/or other supplemental benefits are not effective on the date of conversion, such benefits may be added on the conversion date. However, proof of good health will be required for such additional benefits.
- H. If an Insured is entitled to have an individual policy issued to him/her without proof of health, then he/she must be given notice of this right at least fifteen (15) days before the end of the period specified above. Such notice must be (1) in writing; and (2) presented or mailed to the Insured by you. If not, the Insured will have an additional period in order to do so. This additional period will end fifteen (15) days after the Insured is given notice. This period will not extend beyond sixty (60) days after the expiration date of the period provided above. This insurance will not be continued beyond the period provided in A. above.

PORTABILITY

An Insured can continue his insurance coverage under this Policy, and that of his insured Dependents, if any, if coverage would otherwise terminate because he ceases to be an Eligible Person, for reasons other than the termination of the Participating Unit provided he:

- (1) notifies us in writing within thirty-one (31) days from the date he ceases to be eligible;
- (2) remits the necessary premiums when due; and
- (3) is not considered Totally Disabled under the Waiver of Premium in Event of Total Disability provision, if applicable.

The premium charged to continue coverage will be based on the prevailing rate charged to insureds who choose to continue coverage under the Portability provision. Such premium will be billed directly to the Insured on a quarterly, semi-annual or annual basis.

If an Insured's coverage under this Policy includes Waiver of Premium, Accidental Death and/or other supplemental benefits, then such benefits may be continued under this Policy.

The insured spouse, if applicable, may not continue this insurance coverage after the Anniversary Date (shown in the Insured's Certificate of Insurance) coinciding with or next following his 75th birthday.

Insurance coverage continued under this provision for an Insured and/or his insured Dependents, if any, will terminate on the first of the following to occur:

- (1) the premium due date coinciding with or next following the date this Policy ends; or
- (2) the end of the period for which premium has been paid.

If insurance coverage terminates due to (1) above, it can be converted to an individual life insurance policy. The conversion will be subject to the terms and conditions set forth under the Conversion Privilege.

OWNERSHIP, BENEFICIARY AND ASSIGNMENT

OWNERSHIP

The Owner is the person who is entitled to all rights, privileges and options of individual insurance contained in this Policy. This includes the right to change the Beneficiary (unless irrevocably named) or name any contingent Owner. The Owner is the employee unless the individual application or enrollment form states otherwise, or is later changed in writing and filed with us.

If the employee is not the Owner and the Owner dies before the Insured without naming a successor, then all rights of the Owner shall pass to the executors or administrators of the deceased Owner's estate.

BENEFICIARY

"Beneficiary" means: the person(s) who will receive the Death Benefit of this Policy. Such Beneficiary is named in writing as the Beneficiary in the Insured's application or enrollment form, unless later changed in accordance with the applicable provisions of this Policy.

The Beneficiary designation must be recorded with us or our authorized plan administrator and will be effective on the date it is recorded. Any payment made by us to a Beneficiary before receiving a change in the designation will fully discharge us to the extent of that payment.

If the Beneficiary dies at the same time as the Insured, or within fifteen (15) days after his death, but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the Beneficiary unless noted otherwise.

CHANGE OF OWNERSHIP AND BENEFICIARY

During the Insured's lifetime, the Owner or Beneficiary may be changed as often as desired while this Policy is in force. The change must be made in writing by the Owner on a form satisfactory to us. An irrevocable Beneficiary may be changed with the written consent of that Beneficiary.

A change of ownership will not affect the interest of any Beneficiary. Such changes are subject to the rights of any assignee on record with us. The change will take effect only when we receive it and will then become effective as of the date of the application for change, whether or not the Insured is living at that time. However, such change will be subject to any payment made or action taken by us before the request is recorded.

ASSIGNMENT

Assignment of an Insured's coverage, or any interest in it, must be made in duplicate and sent to us at our Administrative Office. When we record it, the assignment will take effect as of the date it is signed. We are not liable for any action we take before we record it. We are not responsible for the validity of the assignment. We may rely solely on the assignee's statement as to the amount of his interest.

FACILITY OF PAYMENT

If a Beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the Beneficiary. Payment to a minor shall not exceed \$1,000.

If a Beneficiary is not named or the Beneficiary is not surviving at the Insured's or insured Dependent's death, we may pay up to \$2,000 to the person(s) who, in our opinion, has incurred expenses in connection with the Insured's or insured Dependent's last illness, death or burial. This payment may also be made to the executor or administrator of the Insured's or insured Dependent's estate, or to any relative of the Insured or insured Dependent by blood or marriage.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

The benefit will be held with interest at a rate set by us but not less than such rate required by law.

Any payment we have made in good faith will fully discharge us to the extent of that payment.

LIMITATIONS

If an Insured or insured Dependent(s) dies by suicide while sane or insane, within two (2) years from the Effective Date of his insurance coverage, our payment will be limited to a refund of all premiums paid prior to the date of death.

The maximum amount of insurance an Insured or an insured Dependent spouse may have under this Policy is \$500,000. Insurance over \$500,000 will be void and premiums paid therefore will be refunded.

The Amount of Insurance in effect on the Insured employee is subject to automatic reduction beginning at age 75. This reduction applies equally to those Insureds initiating insurance coverage at age 75 or over. (Refer to Table of Insurance Amounts below.) An insured Dependent spouse's insurance will automatically terminate at age 75, subject to all other Policy provisions.

TABLE OF INSURANCE AMOUNTS

AGES	FACE AMOUNT REDUCES TO:
75-79	60.0% OF THE AMOUNT AVAILABLE OR IN FORCE AT AGE 74
80-84	35.0% OF THE AMOUNT AVAILABLE OR IN FORCE AT AGE 74
85-89	27.5% OF THE AMOUNT AVAILABLE OR IN FORCE AT AGE 74
90-94	20.0% OF THE AMOUNT AVAILABLE OR IN FORCE AT AGE 74
95-99	7.5% OF THE AMOUNT AVAILABLE OR IN FORCE AT AGE 74
100 +	5.0% OF THE AMOUNT AVAILABLE OR IN FORCE AT AGE 74

PREMIUMS

PREMIUMS

Premiums that apply to the coverage outlined on each Participating Unit Application are payable on or before the premium due date.

The premium for this insurance is based on the coverage requested by the Participating Unit. We reserve the right to adjust the premium rate on any premium due date:

- (1) after coverage has been in force twelve (12) months; or
- (2) if the coverage is changed by amendment.

We will notify the Participating Unit and/or the employee in writing at least thirty-one (31) days before a premium change is made due to (1) above.

PREMIUM DUE DATES

The first premium is due on the Effective Date. Further premiums are due as stated in the Participating Unit Application.

GRACE PERIOD

After the first premium, a premium is payable up to thirty-one (31) days after the date it is due. Insurance coverage will stay in force during this time. If the premium is not paid during this grace period, insurance coverage will terminate at the end of the grace period. The premium will still be owed to us up to the date the insurance coverage terminated.

**TABLE OF RENEWAL PREMIUMS
PER \$10,000 FACE AMOUNT PER MONTH**

Age at Renewal	Premium Rate
Under 20	\$.89
20-24	.89
25-29	.89
30-34	.90
35-39	1.10
40-44	1.53
45-49	2.29
50-54	3.51
55-59	5.49
60-64	6.78
65-69	10.07
70 and Over	19.79

To determine the premium for other than a monthly basis, multiply the premium rates above by three (3) for quarterly, by six (6) for semi-annually or by twelve (12) for annually; and then multiply the Amount of Insurance by the appropriate modal premium.

Premiums for Dependent Children will be:

Amount of Insurance	Age	Monthly Premium Rate
\$1,000	14 days but less than 6 months	
\$5,000	6 months but less than age 26	\$.42
\$1,000	14 days but less than 6 months	
\$10,000	6 months but less than age 26	\$.82

To determine the premium for other than a monthly basis, multiply the premium rates above by three (3) for quarterly, by six (6) for semi-annually, or by twelve (12) for annually.

Premiums charged to continue coverage under the Portability provision will be based on the prevailing rate charged to all insureds who choose to continue coverage under this provision.

We reserve the right to change the rates. The change will be determined upon the experience for the class of risk insured under this Policy. We will give written notice of our intention to change such rates at least thirty-one (31) days prior to any Policy Anniversary Date.

SETTLEMENT OPTIONS

The Insured may elect a different way in which payment of the Amount of Insurance can be made. He/She must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20 each are not eligible.

If no instructions for a settlement option are in effect at the death of the Insured, the beneficiary may make the election, with our consent.

OPTION A - FIXED TIME PAYMENT OPTION

Equal monthly payments will be made for any period chosen, up to thirty (30) years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change it. This change will apply only to requests for settlement elected after the change.

Option A Table
Minimum Monthly Payment Rates for each \$1,000 Applied

Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment
1	\$83.71	7	\$12.32	13	\$6.83	19	\$4.81	25	\$3.76
2	42.07	8	10.83	14	6.37	20	4.59	26	3.64
3	28.18	9	9.68	15	5.98	21	4.40	27	3.52
4	21.24	10	8.75	16	5.63	22	4.22	28	3.41
5	17.08	11	7.99	17	5.33	23	4.05	29	3.31
6	14.30	12	7.36	18	5.05	24	3.90	30	3.21

OPTION B - FIXED AMOUNT PAYMENT OPTION

Each payment will be for an agreed fixed amount. The amount of each payment may not be less than \$20 for each \$2,000 applied. Interest will be credited and added each month on the unpaid balance. This interest will be at a rate set by us, but not less than the equivalent of 3% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

OPTION C - INTEREST PAYMENT OPTION

We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 3% per year.

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the proper representative of the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the three (3) set out above may be made. A mutual agreement must be reached between the individual entitled to elect and us.

DEATH BENEFIT

The Death Benefit is the amount we will pay upon our receipt of written proof of an Insured's or an insured Dependent's death which occurs while this Policy is in force. Such benefit is shown in the Participating Unit Application and will be paid to the named Beneficiary.

WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY

We will extend the Amount of Insurance during a period of Total Disability for one (1) year if:

- (1) the employee becomes Totally Disabled prior to age 60;
- (2) the Total Disability lasts for at least six (6) months in a row;
- (3) we receive proof of Total Disability within one (1) year from the date it began; and
- (4) the premium continues to be paid during the six (6) month period.

"Total Disability/Totally Disabled" means: an employee's complete inability to engage in any type of work for wage or profit for which such employee is suited by education, training or experience.

After proof of Total Disability is approved by us, premium payment for the Insured and his insured Dependents is not required for one (1) year. Also, any premiums paid from the start of the Total Disability will be returned.

The employee must submit annual proof of continued Total Disability to have insurance extended for additional one (1) year periods. The employee may be required to be examined by a doctor approved by us, at our expense, as part of the proof. We will not require the employee to be examined more than once a year after the insurance has been extended to two (2) full years.

The Amount of Insurance continued will be the amount that was in force at the time that Total Disability began. This amount will not increase. This amount will reduce or cease at any time it would reduce or cease if the employee had not been Totally Disabled. If an employee dies, we will be liable under this extension only if written proof of death is received by us within one (1) year from the date of death.

The insurance extended will cease on the earliest of:

- (1) the date the employee is no longer Totally Disabled;
- (2) the date the employee refuses to be examined;
- (3) the date the employee fails to furnish the required proof of Total Disability;
- (4) the date the employee attains age 70; or
- (5) the Date The Employee Retires.

The "Date The Employee Retires" means the effective date of an employee's:

- (1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Participating Unit;
- (2) retirement pension benefits under any plan which the Participating Unit sponsors or to which the Participating Unit makes or has made contributions; or
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

This benefit will not be provided if Total Disability is from: intentionally self-inflicted injury; or results from an act of war, declared or undeclared.

The Conversion Privilege or Portability may be available when this extension ceases.

DEPENDENT LIFE INSURANCE

When an insured Dependent dies, we will pay the applicable benefit shown in the Participating Unit Application. Payment will be made to the Insured unless another Beneficiary has been designated. If such designation is made, benefits will be paid in accordance with the Beneficiary provisions. In such case, "Insured" will include insured Dependent in such Beneficiary provisions.

EFFECTIVE DATE OF DEPENDENT INSURANCE

An Insured may insure his Dependents by making written application, paying the applicable premium, and providing proof of good health, if required by us. The Insured must have insurance coverage under this Policy in order for Dependents to be insured. The insurance for Dependents will take effect on the date:

- (1) we approve the application and any required proof of good health; and
- (2) the applicable premium is paid.

If insurance is in force for a Dependent child, application is not required to insure any other Dependent children of the Insured who are born after the first Dependent child's coverage began.

When the first Dependent child is a newborn, coverage is provided automatically for a period from age 14 days to age 30 days. If application is not made for this child within thirty (30) days of birth, insurance for the child will terminate at the end of this period.

For Dependents (other than newborns) who are confined in a hospital or at home on the date on which they would otherwise become insured, insurance will be effective as of the date the confinement ends.

TERMINATION OF DEPENDENT LIFE INSURANCE

The insurance for an insured Dependent will terminate on the first of the following to occur:

- (1) the premium due date coinciding with or next following the date the Participating Unit terminates;
- (2) the premium due date coinciding with or next following the date a Dependent is no longer eligible as a Dependent as defined in the Participating Unit Application;
- (3) the end of the period for which premium has been paid;
- (4) the premium due date coinciding with or next following the date an Insured's insurance terminates;
- (5) the premium due date coinciding with or next following the date a Dependent's insurance is converted to an individual plan of insurance according to the terms of this Policy; or
- (6) the date an insured Dependent attains the maximum age.

CONVERSION OF DEPENDENT LIFE INSURANCE

A. If the insurance of an insured Dependent ceases, except as described in B. below or for non-payment of premium, then the insured Dependent may convert his insurance to an individual policy. The conversion is subject to the following:

- (1) written application and the first premium for the conversion policy must be received by us within thirty-one (31) days after the Dependent's insurance terminates;
- (2) the premium due for the conversion policy will be at our usual rates and will be based on the amount of insurance, class of risk and the age of the Dependent on the date the policy is issued;
- (3) the policy may be any life plan we currently issue, except term life insurance;

- (4) proof of good health is not required;
 - (5) the face amount of insurance available for conversion cannot exceed the Amount of Insurance in effect on the insured Dependent under this Policy (except as stated in item 6); and
 - (6) the face amount of insurance available for a Dependent child who has attained the maximum age for coverage may be up to five (5) times the amount which was in force on the insured Dependent child under this Policy.
- B. If the insurance of an insured Dependent ceases due to termination or amendment of this Policy or termination of the Participating Unit, then he may convert his insurance to an individual policy. The Dependent must have been insured at least five (5) years under this Policy. The same rules as shown in A. above will apply, except that the face amount will be the lesser of:
- (1) the amount of Dependent life insurance under this Policy, reduced by any amount of group life insurance the Dependent receives or becomes eligible for within thirty-one (31) days after this Policy terminates; or
 - (2) \$10,000.

The insured Dependent spouse's insurance may not be converted after the anniversary date (shown in the Insured's Certificate of Insurance) coinciding with or next following his 70th birthday.

If an insured Dependent dies during the time in which he is entitled to apply for an individual policy, we will pay the benefit to which he was entitled under this Policy. This will be done whether or not such Dependent applied for the individual policy.

Any individual policy issued in accordance with this section will be effective on the day following the day insurance coverage under this Policy terminates.

If an Insured Dependent is entitled to have an individual policy issued to him/her without proof of health, then the Insured must be given notice of this right at least fifteen (15) days before the end of the period specified above. Such notice must be (1) in writing; and (2) presented or mailed to the Insured by you. If not, the Insured Dependent will have an additional period in order to do so. This additional period will end fifteen (15) days after the Insured is given notice. This period will not extend beyond sixty (60) days after the expiration date of the period provided above. This insurance will not be continued beyond the period provided in (1) above.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Nothing in this section will change or affect any of the terms of this Policy other than as specifically set out in this section. All Policy provisions not in conflict with these provisions apply to this section. All references in this section to "Insured" shall include insured Dependents.

If an Insured suffers a Loss listed below, as a result of an injury, we will pay the benefit shown. The Loss must be caused solely by an accident which occurs while the person is insured, and must occur within three hundred and sixty-five (365) days of the accident. Only one benefit (the largest) will be paid for more than one Loss resulting from any one accident. The Amount of Insurance can be found in the Participating Unit Application.

DEFINITIONS

"Loss of hand or foot" means: the complete severance through or above the wrist or ankle joint.

"Loss of eye, speech or hearing" means: total and irrecoverable Loss thereof.

LOSS OF:

AMOUNT OF INSURANCE

Life	The Full Amount
Both Hands	The Full Amount
Both Feet.....	The Full Amount
The Sight of Both Eyes	The Full Amount
Speech and Hearing in Both Ears	The Full Amount
One Hand and One Foot.....	The Full Amount
One Hand and the Sight of One Eye	The Full Amount
One Foot and the Sight of One Eye.....	The Full Amount
One Hand.....	One Half of the Amount
One Foot	One Half of the Amount
The Sight of One Eye.....	One Half of the Amount
Speech or Hearing in Both Ears	One Half of the Amount

EXCEPTIONS

A benefit will not be payable for a Loss which results from:

- (1) an intentionally self-inflicted injury;
- (2) any act of war, declared or undeclared;
- (3) sickness or disease which contributes to the Loss (except infection which results from an accidental cut or wound);
- (4) the Insured's commission or attempted commission of an assault or felony;
- (5) the Insured's alcoholic intoxication, where intoxication is presumed when the blood alcohol level exceeds the limit prescribed by law in the state where the injury occurs; or
- (6) the Insured's voluntary consumption of an illegal or controlled substance or a non-prescribed narcotic or drug.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Written notice must be given to us within thirty (30) days after the loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized representative. The notice should include the Participating Unit's name, the Participating Unit number and the Insured's name.

CLAIM FORMS

When we receive written notice of a claim, we will send claim forms to the claimant within fifteen (15) days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

PROOF OF LOSS

For any covered loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as possible. In any event, proof must be given within one (1) year, unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS

Payment will be made as soon as proper proof is received. All benefits will be paid to the Insured, if living. Any benefits unpaid at the time of death, or due to death, will be paid to the Insured's Beneficiary.

PHYSICAL EXAMINATION AND AUTOPSY

At our expense, we have the right to have an Insured examined as often as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS

No legal action may be brought against us to recover on this Policy within sixty (60) days after written proof of loss has been given as required by this Policy. No action may be brought after three (3) years from the time written proof of loss is required to be submitted.

**EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Family and Medical Leave of Absence:

We will continue the Insured's coverage and that of any insured Dependent, if applicable, in accordance with the Participating Unit's policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

- (1) the premium for such Insured and his Dependents, if applicable, continues to be paid during the leave; and
- (2) the Participating Unit has approved the employee's leave in writing and provides a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

Military Services Leave of Absence:

We will continue the Insured's coverage and that of any insured Dependent, if applicable, in accordance with the Participating Unit's policies regarding Military Services Leave of Absence under USERRA if the premium for such Insured and his Dependents, if applicable, continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

This Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While the employee is on a Family and Medical Leave of Absence for any reason other than his own illness, injury or disability or Military Services Leave of Absence he will be considered Actively-at-Work. Any changes such as revisions to coverage due to age will apply during the leave, except that increases in any insured's amount of insurance will not be effective when the employee is not considered Actively-at-Work until he has returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in this Policy.

The Insured's coverage and that of any insured Dependent, if applicable, will cease under this extension on the earliest of:

- (1) the date the Participating Unit's coverage under this Policy terminates; or
- (2) the end of the period for which premium has been paid for the Insured; or
- (3) the date such leave should end in accordance with the Participating Unit's policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended, and USERRA.

Should the Participating Unit choose not to continue the Insured's coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, the Insured's coverage as well as any Dependent coverage, if applicable, will terminate in accordance with the termination of insurance provisions under this Policy. However, we will restore the Insured's coverage and that of any eligible Dependent, if applicable, as of the date the eligible employee returns to active work.