

Group Insurance Policy

MINNESOTA LIFE

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

Read Your Policy Carefully

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

receives it. The policyholder may also cancel this policy 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 10th day after the policyholder received the policy. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. If the policyholder returns the policy, the policyholder will receive, within 7 days of the date we receive a notice of cancellation, a full refund of any premiums the policyholder has paid.

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

Right to Cancel

It is important to us that the policyholder is satisfied with this policy after it is issued. If the policyholder is not satisfied with it, the policyholder may return the policy to us or our agent within 10 days after the policyholder

Dennis E. Tiedeman
Secretary

Robert L. Lamb
President

FOR OPTION A, THE INITIAL DEATH BENEFIT FOR THE PERSONS INSURED UNDER THIS POLICY WILL EQUAL THE FACE AMOUNT SHOWN ON EACH CERTIFICATE. FOR OPTION B, THE INITIAL DEATH BENEFIT FOR PERSONS INSURED UNDER THIS POLICY WILL EQUAL THE FACE AMOUNT SHOWN ON EACH CERTIFICATE PLUS THE INITIAL ACCOUNT VALUE, IF ANY. FOR OPTION B, THEREAFTER, THE DEATH BENEFIT MAY INCREASE OR DECREASE DEPENDING UPON SEPARATE ACCOUNT INVESTMENT EXPERIENCE.

THE ACCOUNT VALUES OF THE CERTIFICATES ISSUED UNDER THIS POLICY WILL VARY FROM DAY TO DAY. THEY MAY INCREASE OR DECREASE DEPENDING UPON SEPARATE ACCOUNT INVESTMENT EXPERIENCE. THERE IS NO GUARANTEED MINIMUM ACCOUNT VALUE.

TABLE OF CONTENTS

Definitions.....	2	Separate Account.....	6
General Information	3	Account Values.....	8
Death Benefit.....	4	Surrenders and Withdrawals	8
Payment of Proceeds.....	5	Policy Loans	9
Premiums	5	Termination.....	10
Policy Charges	6	Conversion Privilege.....	10
		Additional Information.....	11

VARIABLE GROUP UNIVERSAL LIFE INSURANCE • NONPARTICIPATING

Specifications Page Group Policy

MINNESOTA LIFE

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

GENERAL INFORMATION

POLICYHOLDER: Superior Court of California,
County of San Bernardino

POLICY NUMBER: 55056-G

CONTRACT SITUS: State of California

ELIGIBLE GROUP MEMBER

Eligible group members are Full-time Exempt employees of the policyholder who are actively working at least 60 hours a pay period.

INSURANCE INFORMATION

Issue Date: August 1, 2011

First Policy Anniversary: August 1, 2012

Face Amount: An employee may elect an amount of insurance of one, two, or three times his or her annual earnings. Earnings for purposes of this provision shall mean the employee's basic rate of compensation not including commissions, overtime or premium pay, bonuses, or any other additional compensation.

Funding: An employee pays the cost of the coverage except for 25% of the one times annual earnings plan, which is paid for by the policyholder.

Minimum Face Amount: \$20,000

Maximum Face Amount: \$1,000,000

Maximum Guaranteed Issue: The multiple of annual earnings that does not exceed the lesser of three times annual earnings or \$250,000 is guaranteed issue if applied for within 31 days of initial eligibility. In addition, requests to enroll in the plan, or for an increase in the face amount of insurance, that are applied for within 31 days of a Qualified Status Change or during the employer's annual open enrollment, will not require evidence of insurability provided the resulting amount, when combined with any supplemental life insurance under Minnesota Life Policy No. 33849-G, does not exceed \$250,000.

Amounts higher than this, or applied for after the initial 31-day enrollment period and not within 31 days of a Qualified Status Change or during annual open enrollment, will require evidence of insurability and will not be effective until Minnesota Life approves such evidence of insurability. As an exception, changes in face amounts due solely to changes in annual earnings shall not require evidence of insurability regardless of the resulting amount and shall be effective on the date of the change in annual earnings.

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

Death Benefit Option: You have chosen the death benefit option B for all certificates issued under this policy.

Option B is the variable death benefit option.

IRC Section 7702 Test applied is: Guideline Premium/Cash Value Corridor Test

OTHER BENEFITS AVAILABLE

Waiver of Premium – Does not apply to those continuing coverage after losing eligibility under the plan (“ported coverage”)

Accelerated Benefits

CHARGES

Sales Charge: 0.00%

Federal Tax Charge: 0.25%

Premium Tax Charge: 2.00%

Administration Charge: \$0.00 for active employees. \$2.00 per bill for those continuing coverage after loss of eligibility unless monthly EFT or annual billing in place.

Partial Surrender Charge: \$25.00 or 2% of amount withdrawn, whichever is less.

SEPARATE ACCOUNT

The Minnesota Life Variable Universal Life Account.

SEPARATE ACCOUNT CHARGE

Mortality and Expense Risk Charge: 0.25%

ACCOUNT OPTIONS

Guaranteed Account

Sub-Account Options:

Advantus Series Fund, Inc.	Fidelity® Variable Insurance Products Funds	Ivy Funds Variable Insurance Portfolios, Inc. (formerly known as W&R Target Funds, Inc.)	Janus Aspen Series
<ul style="list-style-type: none"> • Bond Portfolio – Class 2 Shares • Index 400 Mid-Cap Portfolio – Class 2 Shares • Index 500 Portfolio – Class 2 Shares • International Bond Portfolio – Class 2 Shares • Money Market Portfolio • Mortgage Securities Portfolio – Class 2 Shares • Real Estate Securities Portfolio – Class 2 Shares 	<ul style="list-style-type: none"> • VIP Contrafund® Portfolio: Initial Class Shares • VIP Equity-Income Portfolio: Initial Class Shares • VIP High Income Portfolio: Initial Class Shares 	<ul style="list-style-type: none"> • Ivy Funds VIP Balanced • Ivy Funds VIP Core Equity • Ivy Funds VIP Growth • Ivy Funds VIP International Value • Ivy Funds VIP Micro Cap Growth • Ivy Funds VIP Small Cap Growth • Ivy Funds VIP Small Cap Value • Ivy Funds VIP Value 	<ul style="list-style-type: none"> • Janus Aspen Series Forty Portfolio – Service Shares • Janus Aspen Series Overseas Portfolio – Service Shares (formerly known as International Growth Portfolio)

Definitions

When we use the following words, this is what we mean:

account value

The sum of the values under the separate account, the guaranteed account and the loan account of a certificate. They are identified as the separate account value, the guaranteed account value, and the loan account value, respectively.

actively at work

To be actively at work for the purposes of this policy, the eligible person must be currently working at the employer's normal place of business at least the number of his or her scheduled hours a week. A person is not considered actively at work if not at work due to illness or injury.

age

Age at last birthday.

certificate anniversary

The same day in each succeeding year as the certificate date.

certificate date

The first day of the calendar month on or following a certificate's effective date of coverage. This is the date from which we determine monthly anniversaries, certificate months and certificate years.

certificate month

A calendar month in which insurance is provided under a certificate of this policy.

certificate year

A period of twelve consecutive certificate months, measured from the certificate date and each successive certificate anniversary, during which coverage is provided under a certificate of this policy.

eligible insured

A person who meets the requirement on the specifications page attached to this policy.

face amount

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

fund

The mutual fund or separate investment portfolio within a series mutual fund which we designate as an eligible investment for the separate account and its sub-accounts.

general account

All assets of Minnesota Life other than those in the separate account or in other separate accounts established by us.

guaranteed account value

Assets other than the loan account value that are held in our general account and attributable to a certificate issued under this policy, and others of its class.

insured

An eligible insured who becomes insured under a certificate issued under this policy.

issue date

The date coverage under this policy may become effective. The issue date is shown on the policy specifications page attached to this policy.

lapse

A lapse of a certificate means the insurance coverage under that certificate has terminated due to non-payment of a premium during its grace period in an amount that, after the deduction of percentage-of-premium charges, is sufficient to cover the monthly deductions due at the time the notice was sent.

loan account

The portion of the general account which is attributable to loans under certificates issued under this policy and others of its class.

loan account value

The sum of all outstanding loans and accrued policy loan interest credited under a given certificate issued under this policy.

maturity date

The 95th birthday of the insured.

monthly anniversary

The same date in each succeeding month as the certificate date.

net cash value

The account value under a certificate issued under this policy, less any outstanding policy loans and accrued policy loan interest charged and any charges over due. It is the amount an owner may obtain through surrender of that certificate.

net premium

The premium less policy charges assessed against the premium. The net premium is the amount or amounts which are allocated to the guaranteed account and/or the separate account on behalf of an insured.

owner

An owner of a certificate issued under this policy.

policy anniversary

The same day and month in each succeeding year as the policy date.

policy date

The first day of the calendar month on or following the issue date of the policy.

policyholder

The owner of this group policy as specified and identified on the specifications page attached to this policy.

separate account

The separate investment account created by us to receive and invest net premiums received for a certificate issued under this policy. The particular separate account for this policy is the Variable Universal Life Account. We established this separate account for this class of policies under Minnesota Law. The separate account is composed of several sub-accounts. We own the assets of the separate account. However, those assets not in excess of separate account liabilities are not subject to claims arising out of any other business in which we engage.

separate account value

The sum of all sub-account values.

sub-account

One or more sub-accounts constituting the separate account.

sub-account value

The current number of sub-account units credited to a certificate issued under this policy multiplied by the current sub-account unit value.

unit

A measure of the owner's interest in a sub-account of the separate account.

valuation date

Any date on which a fund is valued.

valuation period

The period between successive valuation dates measured from the time of one determination to the next.

we, our, us

Minnesota Life Insurance Company.

General Information**What is your agreement with us?**

The policy and the policyholder's application contain the entire contract between the policyholder and us. Any statements the policyholder makes in the application or an insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement the policyholder makes will not be used to void this policy nor defend against a claim under this policy unless the statement is contained in the policyholder's application. Any statement an insured makes will not be used to void the insured's insurance unless the statement is contained in the application attached to the insured's certificate.

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

What is the effective date of an eligible insured's insurance?

Upon receipt of your application for insurance under this policy from an eligible insured, the effective date of the insured person's insurance will be the later of:

- (1) the date on which we approve that person's application; and
- (2) the date on which the first premium contribution is paid for that person.

The effective date is shown on the specifications page of the owner's certificate.

May this policy be amended?

This policy may be amended at any time the policyholder and we agree to amend it. The consent of the insureds is not required to amend this policy or any certificates issued under it. Any amendment will be without prejudice to any claim in connection with a loss sustained prior to the effective date of the amendment.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit depends on whether Option A or Option B is selected by the policyholder as the death benefit option under this policy. The death benefit option selected by the policyholder will be the death benefit option for all certificates issued under this policy. Once elected, the death benefit option shall remain unchanged.

The amount of the death benefit for Option A will be determined as follows:

- (1) The face amount of insurance on the insured's date of death while the policy is in force; plus
- (2) the amount of the cost of insurance for the portion of the certificate month from the date of death to the end of the certificate month; plus
- (3) any outstanding policy loans and accrued policy loan interest charged; less
- (4) any unpaid monthly deductions determined as of the date of the insured's death.

The amount of the death benefit for Option B will be determined as follows:

- (1) The face amount of insurance on the insured's date of death while the policy is in force; plus
- (2) the amount of the owner's account value as of the date we receive due proof of death satisfactory to us; plus
- (3) the amount of the cost of insurance for the portion of the certificate month from the date of death to the end of the certificate month; plus
- (4) any monthly deductions taken under the certificate since the date of death; less
- (5) any outstanding policy loans and accrued policy loan interest charged; less
- (6) any unpaid monthly deductions determined as of the date of the insured's death.

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

We intend that each certificate under this policy qualify as a life insurance policy as defined by Section 7702 of the Internal Revenue Code, as amended. We reserve the right to either increase the face amount of insurance on the life of the insured for which a certificate has been issued hereunder, return any excess net cash value or limit the amount of premium contributions we will accept on behalf of any certificate issued hereunder in order to maintain such qualification.

Can the owner change the death benefit option?

No.

What is the face amount of insurance on the life of the insured?

The face amount of insurance on the life of the insured is as shown on the specifications page of the owner's certificate.

May the face amount of insurance change?

Yes. The owner may apply for a change through a written request in compliance within the limitations on the specifications page attached to the policy and to the certificate. If an increase in the current face amount is applied for, we reserve the right to require evidence of insurability from the insured.

If a decrease in the current amount is requested, we will grant the request. However, the amount of insurance on the insured may not be reduced to less than the amount shown on the specifications page attached to this policy. If, following a decrease in face amount, the certificate would not comply with the maximum premium limitations required by federal law, the decrease may be limited or net cash value may be returned to the owner (at the owner's election), to the extent necessary to meet these requirements.

When will changes in the face amount of insurance become effective?

Decreases in the face amount of insurance are effective on the monthly certificate anniversary on or following receipt of the written request by us. However, if the owner requests that the decrease become effective on a specified future date, we will make the decrease effective on the monthly anniversary on or next following the date requested.

Increases are effective on the monthly anniversary on or following the date we approve the change, or any other date mutually agreed upon between the policyholder and us.

When will the death benefit be paid?

We will pay the death benefit upon due proof satisfactory to us that the insured died while insured under a certificate issued hereunder. Under Option A, we will pay interest on the death benefit from the date of the insured's death until the date of payment.

Under Option B, we will pay interest on the face amount of insurance from the date of the insured's death until the date of payment. We will pay interest on any charges taken under this certificate since the date of death from the date the charge was taken until the date of payment.

Interest will be at an annual rate determined by us, but never less than the greater of three percent per year compounded annually, or the rate required by law.

Death benefit proceeds will ordinarily be paid within seven days after we receive all information required for such payment, including due proof of the insured's death.

Payment of Proceeds

To whom will we pay the death benefit?

We will pay the death benefit proceeds to the surviving beneficiary specified on the certificate owner's application or as subsequently changed.

What happens if one or all of the beneficiaries die before the insured?

If a beneficiary dies before the insured, that beneficiary's interest in this policy ends with that beneficiary's death. Only those beneficiaries who survive the insured will be eligible to share in the proceeds. If no beneficiary survives the insured or if a beneficiary is not named, we will pay the proceeds according to the following order of priority:

- (1) the insured's lawful spouse, if living; otherwise
- (2) the personal representative of the insured's estate.

May the owner change the beneficiary?

Yes. If the owner has reserved the right to change the beneficiary, the owner may file a written request with us to change the beneficiary. If the owner has not reserved the right to change the beneficiary, the written consent of the irrevocable beneficiary will be required. The owner's written request will not be effective until it is recorded in our home office records. After it has been so recorded, it will take effect as of the date the owner signed the request.

However, if the insured dies before the request has been so recorded, the request will not be effective as to those proceeds we have paid before the owner's request was so recorded.

Can death benefit proceeds be paid in other than a single sum?

Yes. An owner may request that we pay the death benefit proceeds under one of the following settlement options. We may also use any other method of payment that is agreeable to the owner and us. A settlement option may be selected only if the payments are to be made to a natural person in that person's own right.

What are the settlement options available?

Each settlement option is paid in fixed amounts as described below. If the owner of the certificate requests a settlement option, he or she will be asked to sign an agreement covering the election which will state the terms and conditions of the payments. The payments do not vary with the performance of the separate account.

- (1) **Interest Payments:** Payment of interest on the proceeds at such times and for a period as may be agreed upon between the owner of a certificate and us. Withdrawal of proceeds may be made in amounts of at least \$500. At the end of the

period, any remaining proceeds will be paid in either a single sum or under any other method we approve.

- (2) **Fixed Period Annuity:** An annuity payable in monthly installments for a specified number of years, from one to twenty years.
- (3) **Life Annuity:** An annuity payable monthly for the lifetime of the annuitant and ending with the last monthly payment due prior to the annuitant's death.
- (4) **Payments of a Specified Amount:** Monthly payments of a specified amount until the proceeds and interest are fully paid.

Can a beneficiary request a payment under a settlement option?

Yes. A beneficiary may select a settlement option, but only after the insured's death. However, an owner or insured may provide that the beneficiary will not be permitted to change the elected settlement option.

Premiums

When and how often are premiums due?

A premium must be paid to put a certificate issued hereunder in force. This initial premium must be of an amount that, after the deduction of percentage-of-premium charges, will cover the first month's deductions plus \$0. A premium must also be paid at such time when there is insufficient net cash value to pay the monthly deductions necessary to keep the certificate in force. Premiums paid after the initial premium may be in any amount of \$1 or greater.

Is there a grace period for the payment of premiums?

Certificates issued under this policy have a 61-day grace period. The grace period will start on the day we mail the owner a notice of lapse. This will notify the owner that the certificate will lapse if the premium amount specified in the notice is not paid by the end of the grace period and the net cash value is insufficient to cover the monthly deductions. We will mail this notice on any certificate monthly anniversary date when the net cash value for the insured under the certificate is insufficient to cover the monthly deductions for that insured. The certificate of insurance will remain in effect during the 61-day grace period. If sufficient premium is not paid by the end of the grace period, the insured's coverage with insufficient net cash value will lapse at the end of that 61-day period. The grace period does not apply to the first premium payment.

What is the amount of the death benefit during the grace period?

The death benefit amount stated above will be paid if death occurs during the grace period.

Policy Charges

What type of charges are there under this policy?

Charges under this policy are those which we assess against the premiums and the account value under each certificate and the separate account assets attributable to the policy.

What charges are assessed against premiums?

Against premiums paid, we will assess: (1) a sales load, (2) a federal tax charge, and (3) a state premium tax charge as percentage-of-premium charges.

- (1) The sales load is for distribution expenses for this class of policies. This sales load charge shall not exceed 5 percent of each premium paid.
- (2) The federal tax charge is to compensate us for the corporate federal income taxes that result from a sale of this policy. The federal tax charge is 1.25 percent of each premium paid if the policy is deemed to be an individual contract under the Omnibus Budget Reconciliation Act of 1990, as amended, and 0.25 percent if deemed a group contract under that Act.
- (3) The state premium tax charge is the average premium tax we pay to state and local governments for this class of policies. This charge is currently two percent. The charge is not guaranteed and may be increased in the future, but only as necessary to cover our premium taxes.

What charges are assessed against the net cash value of the certificates issued under the policy?

Against the net cash value of any certificate issued under this policy, we assess as monthly deductions: (1) the administration charge; (2) the cost of insurance charge; and (3) the charge for any additional benefits provided by rider. We also will assess against the net cash value a transaction charge at the end of the day on which the transaction occurs.

- (1) The administration charge is for administrative expenses, including those attributable to the records we create and maintain for this policy. The maximum administration charge is \$4 per month. This charge will be assessed on the certificate date and on each succeeding monthly anniversary.
- (2) The cost of insurance charge is for providing the death benefit under each certificate issued under this policy. The charge is calculated by multiplying the net amount at risk under each certificate by a rate which varies with the insured's age and rate class. The rate is guaranteed not to exceed rates determined on the basis of 125 percent of the 1980 Commissioners Standard Ordinary Mortality Table. The net amount at risk for each certificate is the difference between the death benefit and the account value. This charge

will be assessed on the certificate date and on each succeeding certificate monthly anniversary.

The policy charges described as Table A attached herein are maximum cost of insurance charges.

- (3) The charge for any additional benefits provided by rider, if any, are deducted as part of the monthly cost of insurance deduction.
- (4) A transaction charge will be assessed for each partial withdrawal to cover the administrative costs incurred in processing the partial withdrawal. The amount of the charge is the lesser of \$25 or two percent of the amount withdrawn. We may also assess a charge for any transfer of funds between sub-accounts. The amount charged will not exceed \$10. Any transaction charge will be assessed at the end of the day on which the transaction occurs.

Charges will be assessed against the net cash value of each certificate. They will be assessed against the guaranteed account value and the separate account value in the same proportion that those values bear to each other and, as to the separate account value, from each sub-account in the proportion that the sub-account value of each sub-account bears to the separate account value.

What charges are assessed against separate account assets?

We assess a mortality and expense risk charge against the separate account assets of any certificate issued under this policy. We also reserve the right to charge or make provision for income taxes payable by us based on separate account assets.

What is the mortality and expense risk charge?

This charge is for assuming the risks that the cost of insurance charge will be insufficient to cover actual mortality experience and that the other charges will not cover our expenses in connection with the policy. The mortality and expense risk charge is deducted from the separate account assets daily at an annual rate not to exceed 0.25 percent of the separate account assets.

Separate Account

How was the separate account established?

We established the separate account in accordance with certain provisions of the Minnesota insurance law.

What is the purpose of the separate account?

The purpose of the separate account is to hold assets attributable to the variable portion of this policy and others of its class.

What separate account options are available?

The separate account is divided into sub-accounts. Those available to this policy are listed on the specifications page

attached to this policy. Net premiums will be allocated to the various sub-accounts of the separate account or any other sub-accounts which we may add in the future, as elected by the owner of each certificate issued under the policy. We reserve the right to add, combine or remove any sub-accounts of the separate account.

What are the investments of the separate account?

For each sub-account, there is a fund for the investment of that sub-account's assets. The assets of the sub-accounts are invested in the funds at net asset value. If investment in a fund should no longer be possible or if we determine it becomes inappropriate for the policies of this class, we may substitute another fund. Substitution may be with respect to both existing policy values and future premiums. The investment policy of the separate account may not be changed, however, without the approval of the regulatory authorities of the State of Minnesota. If required, that approval process will be on file with the regulatory authorities of the state in which this policy is delivered.

What changes may we make to the separate account?

We reserve the right to transfer assets of the separate account which we determine to be associated with the class of policies to which this policy belongs, to another separate account. If such a transfer is made, the term "separate account" as used in this policy, shall then mean the separate account to which the assets are transferred. A transfer of this kind may require the advance approval of state regulatory authorities.

We reserve the right to, when permitted by law:

- (1) restrict or eliminate any voting right of owners or other persons who have voting rights as to the separate account; and
- (2) combine the separate account with one or more other separate accounts; and
- (3) to de-register the separate account under the Investment Company Act of 1940.

How are net premiums allocated?

They are allocated either to the guaranteed account and/or to the sub-accounts of the separate account. Initially, the allocation elected is indicated in the application for a certificate of insurance issued hereunder. Allocations may be changed for future premiums. The owner may do this by giving us a written request. A change will not take effect until it is recorded by us in our home office.

Allocations must be expressed in whole percentages. The allocation to any alternative must be at least ten percent of the net premium. We reserve the right to restrict the allocation of premium. If we do so, no more than fifty percent of the net premium may be allocated to the guaranteed account.

We reserve the right to delay the allocation of net premiums to named sub-accounts. Such a delay will be

for a period of 30 days after issuance of a certificate under this policy. This right will be exercised by us only when we believe economic conditions make such a delay necessary to reduce market risk during the free look period of the certificate. If we exercise this right, net premiums will be allocated to the money market sub-account until the end of that period.

What is a transfer?

A transfer is a reallocation of the net cash value between the guaranteed account and the separate account or among the sub-accounts of the separate account for a given owner.

May the owner make transfers of amounts under this certificate?

Yes. Transfers from a sub-account of the separate account may be made in writing or by telephone. For transfers out of the separate account or among the sub-accounts of the separate account, we will credit and cancel units based on the sub-account unit values as of the end of the valuation period during which the owner's written or telephone request is received at our home office. For transfers out of the guaranteed account, a dollar amount will be transferred based on the owner's guaranteed account value at the time of transfer.

Are there limitations on transfers?

Yes. Only one transfer may be made each certificate month for each certificate issued hereunder. The amount to be transferred to or from a sub-account of the separate account or the guaranteed account must be at least \$250. If the balance in the guaranteed account or in the sub-account from which the transfer is to be made is less than \$250, the entire account value attributable to that sub-account or the guaranteed account must be transferred. If a transfer would reduce the account value in the sub-account from which the transfer is to be made to less than \$250, we reserve the right to include that remaining amount in the sub-account with the amount transferred.

The maximum amount of net cash value to be transferred out of the guaranteed account to the sub-accounts of the separate account may be limited to twenty percent (or \$250 if greater) of the guaranteed account value. Transfers to or from the guaranteed account may be limited to one such transfer per certificate year. We may further restrict transfers by requiring that the request is received by us or postmarked in the 30-day period before or after the last day of the certificate anniversary. Requests for transfers which meet these conditions would be effective after we approve and record them at our home office.

How are units determined?

The number of units credited with respect to each net premium payment is determined by dividing the portion of the net premium payment allocated to each sub-account by the then current unit value for that sub-account. This determination is made as of the end of the valuation period during which the premium is received at our home

office. Once determined, the number of units will not be affected by changes in the unit value.

How are units increased or decreased?

The number of units credited to a sub-account under an owner's certificate will be increased by the allocation of subsequent net premiums, policy experience credits, loan repayments, loan interest credits and transfers to that sub-account. The number of units credited to a sub-account under an owner's certificate will be decreased by deductions to that sub-account, policy loans and loan interest charged, transfers from that sub-account and partial surrenders from that sub-account. The number of sub-account units will decrease to zero on a certificate termination.

How is a unit valued?

The unit value will increase or decrease on each valuation date. The amount of any increase or decrease will depend on the net investment experience of the sub-accounts of the separate account. The value of a unit for each sub-account was originally set at \$1.00 on the first valuation date. For any subsequent valuation date, its value is equal to its value on the preceding valuation date multiplied by the net investment factor for that sub-account for the valuation period ending on the subsequent valuation date.

What is net investment factor for each sub-account?

The net investment factor is a measure of the net investment experience of a sub-account during the valuation period.

The net investment factor for a valuation period is: the gross investment rate for such valuation period, less a deduction for the charges under this policy which are assessed against separate account assets. The gross investment rate is equal to:

- (1) The net asset value per share of a fund share held in the sub-account of the separate account determined at the end of the current valuation period; plus
- (2) the per share amount of any dividend or capital gain distributions by the fund if the "ex-dividend" date occurs during the current valuation period; divided by
- (3) the net asset value per share of that fund share held in the sub-account determined at the end of the preceding valuation period.

Account Values

Will the owner have access to the net cash value?

Yes. The owner has access to the certificate's net cash value. The net cash value is the account value of the certificate issued under this policy, less any outstanding policy loans and accrued policy loan interest charged and any charges overdue.

How is the account value determined?

It is determined separately for each certificate and separately for the separate account value and loan account value. The separate account value will include all sub-accounts of the separate account.

The separate account value is the sum of units of each sub-account, credited to the certificate, multiplied by the accumulation unit value for that sub-account. Once determined, the number of units credited to a sub-account under an owner's certificate will not be affected by changes in the unit value. However, the number of units will be increased by the allocation of subsequent net premiums, policy experience credits, loan repayments, loan interest credits and transfers to that sub-account. The number of units credited to a sub-account under an owner's certificate will be decreased by deductions to that sub-account, policy loans and loan interest charged, transfers from that sub-account and partial surrenders from that sub-account. The number of sub-account units will decrease to zero on a certificate termination.

Is the separate account value guaranteed?

The separate account value of each insured is not guaranteed.

The guaranteed account value of each insured is guaranteed by us. It cannot be reduced by the investment experience of the guaranteed account.

Is interest credited on the guaranteed account value?

Yes. Interest is credited on the guaranteed account value of each insured under this policy. Interest is credited daily at a rate of not less than three percent per year, compounded annually. We guaranteed this minimum rate for the life of the policy.

May additional interest be credited on the guaranteed account?

Yes. As conditions permit, we may credit additional amounts of interest to the guaranteed account value.

Surrenders and Withdrawals

May a certificate be surrendered?

Yes. The owner of a certificate may request the surrender of a certificate at any time while the insured under that certificate is living.

What is the surrender value of the certificate?

The surrender value of a certificate is the net cash value.

The determination of the surrender value is made as of the end of the valuation period during which we receive the surrender request at our home office.

Is a partial surrender permitted?

Yes. The owner may make a partial surrender of the net cash value of a certificate. The amount of a partial surrender must be \$100 or more and it cannot exceed the amount available as a policy loan. A partial surrender will cause a decrease in the face amount equal to the amount surrendered under those certificates issued with a level death benefit, Option A. A partial surrender has no effect on the face amount of an Option B death benefit. However, since the account value is reduced by the amount of the partial surrender, the death benefit under Option B will be reduced by this same amount at the time of the partial surrender. We reserve the right to change the minimum amount or limit the number of times the owner may make a partial surrender.

May the owner direct us as to how partial surrenders will be taken from the net cash value?

Yes. The owner may tell us the sub-accounts from which a partial surrender is to be taken or whether it is to be taken in whole or in part from the guaranteed account as to the certificate of any insured. If the owner does not, partial surrenders will be deducted from the guaranteed account value and separate account value in the same proportion that those values bear to each other and, as to the separate account value, from each sub-account in the proportion that the sub-account value of each such sub-account bears to the separate account value.

How will the owner know the status of a certificate?

Each year we will send the owner of each certificate a report. This report will show the status of the certificate. It will include the account value, the face amount as of the date of the report, the premiums paid during the year and their allocation, policy charges, policy loan activity and the net cash value. The report will be sent without cost to the owner. If the policyholder owns all of the certificates, a consolidated report will be sent. The report will be as of a date within two months of its mailing.

Policy Loans

Can the owner borrow against the net cash value?

Yes. The owner may borrow an amount of at least \$100 and up to the maximum loan amount. This amount is determined as of the date we receive the request for a loan. We will require the owner's written or telephone request for a policy loan. The policy and its certificate will be the only security required for a loan. We will charge interest on the loan in arrears.

When a loan is to come from the guaranteed account value, we have the right to postpone payment of a loan for up to six months.

What is the maximum loan amount available for a policy loan on any certificate?

The total amount available for a loan under any certificate is (a) minus (b), where (a) is ninety percent of the account value and (b) is any outstanding policy loans plus accrued

policy loan interest charged. The maximum loan amount will be determined as of the date we receive the owner's written or telephone request for a loan at our home office.

What is the effect of a policy loan?

When a loan is taken on a certificate, we will reduce the net cash value of the certificate by the amount borrowed. This determination will be made as of the end of the valuation period during which the loan request is received at our home office. The amount borrowed continues to be a part of the account value, as the amount borrowed becomes part of the loan account value where it will accrue loan interest credits and will be held in our general account.

How does a policy loan reduce net cash value on this certificate?

Unless the owner directs us otherwise, the policy loan will be taken from this certificate's guaranteed account value and separate account value in the same proportion that those values bear to each other and, as to the separate account value, from each sub-account in the proportion that the sub-account value of each such sub-account bears to the separate account value. The number of units to be canceled will be based upon the value of the units as of the end of the valuation period during which the loan request is received at our home office.

The net cash value of any certificate may decrease between premium due dates. The net cash value will decrease by the same amount of any decrease in account value or increase in the amount borrowed or in the interest due on the loan of the certificate. If a certificate has a policy loan and no net cash value, the certificate will lapse.

What is the interest rate on policy loans?

The interest rate charged on a policy loan will be eight percent per year.

As the interest charged on a policy loan accrues, the net cash value decreases. Interest is due at the end of the certificate month. If the total interest accrued at the end of the certificate month is not paid, this interest will be added to the loan amount borrowed and charged the same rate of interest as the loan.

What is the rate of interest credited to a certificate as a result of a loan?

Interest credits which accrue on the loan account value shall be at a rate not less than six percent per year.

When are interest credits on a policy loan allocated to a certificate's guaranteed account value?

Interest credits are allocated to the guaranteed account value at the time of a loan repayment.

When and in what amount should loan repayments be made?

A policy loan and the interest charged on the loan may be repaid in full or in part at any time before the insured's death so long as the insurance coverage under the certificate is in force. The loan may also be repaid within 60 days after the date of the insured's death, if we have not paid any of the death benefits under that certificate. Any loan repayment must be at least \$100 unless the balance due is less than \$100.

How do loan repayments affect the loan account values and the guaranteed account value?

Loan repayments increase the net cash value of a certificate by the amount of the loan repayment. The loan repayment will be applied first to the interest charged on the principal amount borrowed. Any remaining portion of the repayment will then reduce the original loan principal amount.

When a loan repayment is made, the interest credits in the loan account value are transferred to the general account value in the same proportion that loan interest charged has been reduced due to the loan repayment. Also, an amount equal to the amount of loan principal repaid is transferred from the loan account value to the general account value.

What happens if a loan on a certificate is not repaid?

If a certificate has a policy loan, the certificate will remain in force so long as it has net cash value. If it does not have sufficient cash value, it will lapse.

In this event, to keep a certificate in force, the owner will have to make a loan repayment. We will give the owner notice of intent to terminate a certificate and the loan repayment required to keep it in force. The time for repayment will be within 61 days after our mailing of the warning notice of lapse.

Termination

When does this group policy terminate?

The policyholder may terminate this group policy by giving us 31 days prior written notice. In addition, we may terminate the group policy or any of its provisions on 61 days prior written notice. No individual may become insured under this group policy after the effective date of such a notice of termination. After termination of the policy, the certificates issued thereunder may be allowed to convert to individual coverage as described below under the "Conversion Privilege" section.

When does a certificate of insurance under this group policy terminate?

The insurance on the life of an insured will terminate on the earliest of:

- (1) 61 days after we mail a warning notice of lapse on a certificate monthly anniversary in which the net

cash value is insufficient to pay for the monthly deductions and no premium is paid during the grace period;

- (2) the date the group policy terminates, if no conversion or continuation is made effective;
- (3) the date an owner surrenders the certificate or requests that we terminate the insurance;
- (4) the 95th birthday of the insured.

Will the owner of a certificate receive notice prior to the termination of insurance?

If the owner's insurance will be terminated because the net cash value is less than that required to pay the monthly deductions, we will give the owner at least 61 days prior written notice before terminating the insurance.

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

Insurance terminated due to the insufficiency of the net cash value to pay for the monthly deductions may be reinstated. Reinstatement must occur while the insured is living and any time within three years from the date of lapse. Reinstatement is made by payment of an amount that, after the deduction of percentage-of-premium charges, is large enough to cover all monthly deductions which have accrued on that certificate up to the effective date of reinstatement plus the monthly deductions for the two months following the effective date of reinstatement. If any policy loans and policy loan interest charged is not repaid, this indebtedness will be reinstated along with the insurance. No evidence of the insured's insurability will be required during the first 31 days following lapse, but will be required from the 32nd day to 3 years from the date of lapse.

Conversion Privilege

Is there a conversion privilege to an individual policy?

Yes. If the life insurance provided by a certificate under this policy ceases because of termination of employment or of membership in the class or classes eligible for coverage under the group policy, or if the group policy terminates or is amended so as to terminate the insurance, an owner under this policy may convert the insurance under the group policy to an individual policy of life insurance with us subject to the following:

- (1) The owner's written application to convert to an individual policy and the first premium for the individual policy must be received in our home office within 31 days of the date the insurance terminates under the group policy.
- (2) The owner may convert all or a part of the group insurance in effect on the date that his or her coverage is terminated to an individual life insurance policy offered by us, except a policy of term insurance. We will issue the individual policy on the policy forms we then use for the plan of insurance the owner has requested. The premium charge for this insurance will be based

upon the insured's age as of his or her nearest birthday.

- (3) If the insured should die within 31 days of the date that insurance terminated under the group policy, the full amount of insurance that could have been converted under this policy will be paid.

In the case of termination of the group policy, we may require that an insured under this certificate be so insured for at least five years prior to the termination date in order to qualify for the above conversion privilege.

Can group insurance coverage be continued once the owner's eligibility ends?

If the owner's eligibility under this group policy ends, the current group coverage may continue unless the certificate is no longer in force or the limitations below are true:

- (1) The group policy has terminated; or
- (2) There is less than \$10 in the certificate's net cash value after deduction of charges for the month in which eligibility ends.

The insurance amount will not change unless the owner requests a change. We reserve the right to alter the administration fee not to exceed \$4 per month and the monthly cost of insurance up to the maximum in Table A if the insurance is continued.

Additional Information

Will this policy receive experience credits?

Each year we will determine if this policy will receive an experience credit. Experience credits, if received, will be added to the account value of a certificate issued under this policy or, if elected by the owner, may be paid in cash. An experience credit applied to the account value will be allocated to the guaranteed account value or the sub-accounts of the separate account in accordance with the owner's current instructions for the allocation of net premiums. In the absence of such instructions, experience credits will be allocated to the guaranteed account and the separate account in the same proportion as those values bear to each other and, as to the separate account value, to each sub-account in the proportion that the sub-account value of each such sub-account bears to the separate account value.

May an owner assign any interest under the certificate issued under this policy?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless:

- (1) It is made as a written instrument;
- (2) The owner files the original instrument or a certified copy with us at our home office; and
- (3) We send the owner an acknowledged copy.

We are not responsible for the validity of any assignment. 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.

What if an insured's age is misstated?

If the age of the insured has been misstated, the death benefit and account value will be adjusted. The adjustment will be the difference between two amounts accumulated with interest. These two amounts are:

- (1) the monthly cost of insurance charges that were paid; and
- (2) the monthly cost of insurance charges that should have been paid based on the insured's correct age.

The interest rates used are the rates that were used in accumulating the guaranteed account values.

When does an insured's insurance become incontestable?

After the insurance has been in force during the insured's lifetime for a two year period from the certificate date, we cannot contest the insurance for any loss that is incurred more than two years after the certificate date, unless the net cash value has dropped below the amount necessary to pay the insured's cost of insurance on the insured's life. However, if there has been an increase in the amount of insurance 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.

Is there a suicide exclusion?

If an insured, whether sane or insane, dies by suicide, within two years of the certificate date, our liability will be limited to an amount equal to the premiums paid for that insured. If there has been an increase in the face amount of insurance 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 cost of insurance charge attributable to such increase.

If the insured is a citizen of Colorado, Missouri or North Dakota, the duration of this suicide provision is for one year instead of two years.

Are insurance and related records of the policyholder's policy open for inspection?

Yes. The policyholder's records shall be open to inspection by us, at all reasonable times, for any purposes relating to the provisions of this policy.

Will the insured receive a certificate of participation?

Within 30 days of the effective date of an owner's insurance, we will furnish the policyholder with a certificate of insurance for delivery to the owner.

Does the owner have any additional voting rights?

Yes. If the owner has separate account units under this policy, the owner may direct us with respect to the voting rights of fund shares held by us and attributable to this policy.

Could the payment of policy proceeds be postponed?

Normally, we will pay any policy proceeds within seven days after our receipt of all the documents required for such a payment. Other than the death proceeds, which are determined as of the date of death of the insured, the amount of payment will be determined as of the end of the valuation period during which a request is received at our home office. If such payments are based upon policy values which do not depend on the investment performance of the separate account, however, we reserve the right to defer policy payments, including policy loans, for up to six months from the date of the owner's request. In that case, if we postpone a payment other than a policy loan payment for more than 31 days, we will pay the owner interest at the greater of three percent per year or the rate required by law for the period beyond that time that payment is postponed.

For payments based on account values which do depend on the investment performance of the separate account, we may defer payment only: (a) for any period during which the New York Stock Exchange is closed for trading (except for normal holiday closing); or (b) when the Securities and Exchange Commission has determined that a state of emergency exists which may make such payment impractical.

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.

Could any payments made under this policy be subject to claims of creditors?

To the extent permitted by law, neither this policy, certificates issued under this policy, nor any payment thereunder will be subject to the claims of creditors or to any legal process.

When will the policy be issued?

The policy will be issued upon receipt of a signed policy application signed by a duly authorized officer of the group sponsor and acceptance by a duly authorized officer of Minnesota Life at our home office.

Who has ownership of the group policy?

The policyholder shown on the specification page attached to this policy owns the group policy. The group policy may be changed or ended by agreement between us and the policyholder without the consent of, or notice to, any person claiming rights or benefits under the policy. However, unless the policyholder is the owner of all certificates issued under the group policy, the policyholder does not have any ownership interest in the certificates issued under the group policy. The rights and benefits under the certificates are that of the owners of the certificates, and that of the insureds and beneficiaries as set forth in this policy and in the certificates.

Are policy changes limited?

We reserve the right to limit the number of policy changes to one per certificate year and to restrict such changes in the first certificate year. For this purpose, changes include increases or decreases in the face amount of insurance.

The following rates are the maximum rates that could be charged.

TABLE A

MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Maximum Monthly Cost of Insurance Rate
On a Smoker Distinct Basis
Per \$1,000 Net Amount at Risk

Attained Age*	Maximum Monthly Rate		Attained Age*	Maximum Monthly Rate		Attained Age*	Maximum Monthly Rate	
	Non-Smokers	Smokers		Non-Smokers	Smokers		Non-Smokers	Smokers
0	0.254	0.254	35	0.174	0.265	70	3.427	5.191
1	0.102	0.102	36	0.184	0.285	71	3.797	5.648
2	0.098	0.098	37	0.197	0.310	72	4.230	6.171
3	0.096	0.096	38	0.210	0.338	73	4.724	6.757
4	0.093	0.093	39	0.225	0.369	74	5.273	7.405
5	0.088	0.088	40	0.243	0.406	75	5.864	8.100
6	0.084	0.084	41	0.261	0.445	76	6.491	8.815
7	0.079	0.079	42	0.281	0.488	77	7.149	9.540
8	0.077	0.077	43	0.302	0.534	78	7.845	10.278
9	0.076	0.076	44	0.324	0.584	79	8.600	11.058
10	0.076	0.076	45	0.350	0.636	80	9.439	11.904
11	0.082	0.082	46	0.377	0.691	81	10.384	12.841
12	0.091	0.091	47	0.407	0.749	82	11.456	13.886
13	0.104	0.104	48	0.439	0.813	83	12.649	15.034
14	0.118	0.118	49	0.474	0.882	84	13.943	16.241
15	0.129	0.163	50	0.514	0.958	85	15.311	17.473
16	0.139	0.179	51	0.559	1.043	86	16.737	18.705
17	0.147	0.192	52	0.611	1.140	87	18.205	19.973
18	0.152	0.202	53	0.671	1.249	88	19.710	21.295
19	0.156	0.208	54	0.736	1.367	89	21.271	22.625
20	0.158	0.212	55	0.808	1.492	90	22.908	24.006
21	0.157	0.212	56	0.885	1.624	91	24.659	25.457
22	0.154	0.210	57	0.967	1.760	92	26.588	27.118
23	0.152	0.208	58	1.056	1.903	93	28.870	29.192
24	0.149	0.204	59	1.156	2.056	94	31.894	32.006
25	0.146	0.199	60	1.268	2.228			
26	0.144	0.197	61	1.395	2.424			
27	0.143	0.197	62	1.544	2.650			
28	0.143	0.198	63	1.714	2.904			
29	0.144	0.202	64	1.903	3.184			
30	0.146	0.208	65	2.110	3.480			
31	0.149	0.215	66	2.332	3.788			
32	0.153	0.223	67	2.568	4.104			
33	0.159	0.235	68	2.823	4.434			
34	0.166	0.249	69	3.105	4.792			

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

TABLE A

MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Maximum Monthly Cost of Insurance Rate
On a Uni-Smoker Basis
Per \$1,000 Net Amount at Risk

<u>Attained Age*</u>	<u>Maximum Monthly Rate</u>	<u>Attained Age*</u>	<u>Maximum Monthly Rate</u>	<u>Attained Age*</u>	<u>Maximum Monthly Rate</u>
	<u>Uni-Smokers</u>		<u>Uni-Smokers</u>		<u>Uni-Smokers</u>
0	0.254	35	0.214	70	3.835
1	0.102	36	0.229	71	4.214
2	0.098	37	0.246	72	4.654
3	0.096	38	0.265	73	5.157
4	0.093	39	0.287	74	5.712
5	0.088	40	0.312	75	6.310
6	0.084	41	0.339	76	6.941
7	0.079	42	0.368	77	7.599
8	0.077	43	0.398	78	8.289
9	0.076	44	0.431	79	9.033
10	0.076	45	0.465	80	9.857
11	0.082	46	0.502	81	10.784
12	0.091	47	0.541	82	11.835
13	0.104	48	0.583	83	13.006
14	0.118	49	0.629	84	14.270
15	0.134	50	0.681	85	15.605
16	0.148	51	0.739	86	16.991
17	0.159	52	0.805	87	18.421
18	0.168	53	0.879	88	19.895
19	0.174	54	0.960	89	21.422
20	0.176	55	1.047	90	23.024
21	0.177	56	1.138	91	24.740
22	0.176	57	1.234	92	26.640
23	0.173	58	1.334	93	28.901
24	0.171	59	1.444	94	31.905
25	0.167	60	1.568		
26	0.166	61	1.709		
27	0.166	62	1.871		
28	0.166	63	2.055		
29	0.169	64	2.259		
30	0.172	65	2.478		
31	0.178	66	2.711		
32	0.184	67	2.956		
33	0.193	68	3.217		
34	0.202	69	3.507		

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

Policy Rider Waiver Agreement

MINNESOTA LIFE

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

General Information

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

What does the waiver of premium benefit provide?

If an insured becomes totally and permanently disabled, as hereinafter defined, while under age 65, upon receipt of due proof of such disability, the insured's insurance under the group policy (including all applicable riders) will be continued in force, subject to the following provisions and without payment of premiums for such insured during the uninterrupted continuance of such total and permanent disability.

What is “total” disability?

Total disability is a disability which occurs while the insured's insurance is in force and which results from an accidental injury or a disease that continuously prevents the insured from engaging in an occupation. The insured must be under the care of a licensed physician other than the insured. During the first 24 months of total disability, “occupation” means the insured's regular occupation. After 24 months, it means any occupation for which the insured is reasonably fitted by education, training, or experience.

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

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

What is “permanent” disability?

Total disability will be considered permanent only after it has existed for at least six months.

How long will insurance be continued?

If the insured becomes totally and permanently disabled, insurance will be continued:

- (1) until the insured's normal retirement age under the 1983 Social Security Act; or
- (2) until the date the insured is no longer totally and permanently disabled; or
- (3) until the date the insured terminates or surrenders his or her insurance;

whichever occurs first.

However, the termination of the group policy shall have no effect on the claim of any insured who is disabled, as set forth in this agreement, at the time the group policy terminates.

What will be considered due proof of disability?

The insured must furnish evidence satisfactory to us that his or her total disability:

- (1) commenced while his or her insurance under the group policy was in force; and
- (2) commenced prior to the insured's 65th birthday; and
- (3) was continuous for six months or more.

We will, from time to time, also require additional proof satisfactory to us that the insured continues to be totally and permanently disabled. We may also require the insured to submit to one or more medical examinations at our expense. However, we will not require a medical examination of the insured more frequently than once a year if the total disability has continued for two years.

Are there any limitations?

This benefit will not be effective if the insured's total disability results directly from intentionally self-inflicted injuries or from an act of war while the insured is serving in the military, naval or air forces of any country at war, declared or undeclared.

When must we be notified?

We must receive written notice of the insured's total disability at our home office:

- (1) while the insured is living and totally disabled; and
- (2) not later than one year after the termination of the insured's insurance under the group policy; and
- (3) within one year of the date the insured requests as the date for the commencement of this benefit.

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

What is the insured's cost for this benefit?

The cost of this benefit is included in the planned monthly premium amount shown on the specifications page attached to the insured's certificate.

What if the insured's insurance under the group policy lapses?

If the insured's insurance lapses before notice of the insured's total and permanent disability is received at our home office, the insured's insurance will be continued only if the notice is received within one year after his or her

insurance lapses. Also, the total disability must have commenced prior to the date the net cash value became zero or during the grace period allowed.

When is the benefit under this agreement incontestable?

This agreement is subject to the incontestability provision of the group policy for each insured.

Can insurance that was continued under this agreement be converted?

Yes. Insurance under the group policy may be converted during the insured's lifetime and within 31 days after he or she ceases to be totally and permanently disabled.

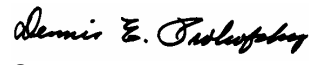
Is this benefit retroactive?

Yes. The cost of insurance, cost of riders, and administration fees falling due before we approve the insured's total disability claim will be deducted from his or her account value. If the insured's claim for benefits under this agreement is approved, those charges which were deducted after the total and permanent disability began will be credited to the insured's account value.

Will the insured's account be credited with premium contributions as a result of this benefit?

No. Except for interest which accrues on the account value, the account value will not increase while insurance is being continued under this agreement. Nothing contained herein will prohibit an insured from making premium contributions.

This agreement is effective as of the effective date shown on the insured's profile page.


Secretary


President

Accelerated Benefits Agreement

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

MINNESOTA LIFE

General Information

This agreement amends the group policy to which it is attached and is subject to all its terms and conditions.

What does this agreement provide?

This agreement provides for the accelerated payment of the death benefits provided under the group policy.

If the insured has a terminal condition, as defined in this agreement, the insured may request an accelerated benefit. If we agree to pay an accelerated benefit, the cash values, loan values and the death benefit under the insured's certificate will be reduced.

Definitions

When we use the following words, this is what we mean:

death benefit

The face amount of the insured's certificate less any existing loans or indebtedness under the certificate and less any term insurance provided by an additional benefit agreement.

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this agreement. We will calculate the accelerated benefit amount by multiplying the death benefit by the accelerated benefit factor.

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 insured or a member of the insured's immediate family.

immediate family

The insured's spouse, child, parent, grandparent, grandchild, brothers and sisters and their spouses.

Terminal Condition

What is a terminal condition?

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 licensed physician. We reserve the right

to ask for independent medical verification of a terminal condition.

Payment of Accelerated Benefit

How do we calculate the accelerated benefit factor?

When we calculate this factor, we will consider the insured's age and sex, and the option applied for. 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;
- (2) the insured's life expectancy.

How do we calculate the accelerated benefit?

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

Is there a processing charge?

Yes. We will subtract a processing charge of up to \$150 from the accelerated benefit before we pay that 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 other than as extended term insurance and all premiums due must be fully paid.
- (2) Application must be made in writing and in a form which is satisfactory to us. We will tell an applicant what form is required.
- (3) The certificate must not be assigned.
- (4) The certificate must not have an irrevocable beneficiary.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit under this agreement is not intended to cause the insured to involuntarily reduce the death proceeds ultimately payable to the named beneficiary. An accelerated benefit will be made available on a voluntary basis only. Therefore:

- (1) If an insured is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, the insured is not eligible for this benefit.
- (2) If an insured is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement, the insured is not eligible for this benefit.

How will we pay the accelerated benefit?

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

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

Yes. We reserve the right to set a minimum death benefit to be eligible for an accelerated benefit under this agreement. If we do so, it will be at least \$10,000.

The maximum death benefit to be eligible for an accelerated benefit is 100% of the insured's death benefit.

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

If an insured elects to receive accelerated benefits which total the entire accelerated benefit available under this agreement, the insured's coverage and all other benefits under the certificate based on the insured's life will end. Any insurance under an insured's certificate on the life of someone other than the insured will stay in effect; we will waive all future premiums for that insurance, subject to the provisions of the insured's coverage and of any riders thereto.

Does an insured have to take the entire accelerated benefit?

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

The insured may reapply for the payment of the remaining accelerated benefit at any time. However, we may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit. We reserve the right to charge an additional processing charge.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced. The face amount, cash values and outstanding loans under the certificate will be reduced in the same proportion as the reduction in the death benefit resulting from receipt of accelerated benefits.

If an insured elects to receive only a part of the accelerated benefit amount available under this agreement, the remaining death benefit under the certificate must be at least \$25,000.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to the insured unless the insured validly assigns them otherwise. If the insured dies before all payments have been made, we will pay the remainder to the beneficiary under the certificate in one lump sum. The one sum we pay will be the present value of the payments that remain, using the interest rate we use to determine the payments.

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.


Termination of Agreement

When does this agreement terminate?

This agreement will end at the earliest of:

- (1) the date any premium due under the insured's certificate remains unpaid at the end of the grace period; or
- (2) the date we receive written request to cancel this agreement; or
- (3) the date an insured's certificate matures, is surrendered, terminated or continued in force as extended term or reduced paid-up insurance; or
- (4) the date of the insured's death; or
- (5) when the group policy is surrendered, matures or ends.

This agreement is effective as of the effective date shown on the specifications page attached to the insured's certificate.


Secretary


President

Policyholder Contribution Rider

MINNESOTA LIFE

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

General Information

This rider 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 the policyholder contribution rider provide?

This rider allows a policyholder to pay for a portion or all of the monthly charges under the policy without affecting the account value under the policy which may accumulate due to employee paid net premiums.

Premiums

How will premiums be allocated?

The portion of the net premium paid by the policyholder which is to cover the charges designated by the policyholder will be paid through the guaranteed account. The remaining portion of the premium will be allocated to the guaranteed account and/or to the sub-accounts of the separate account, according to the allocation elected in the application for coverage, or as subsequently changed by the owner.

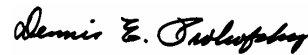
How will charges be assessed against the account value?

The charges which are to be paid by the policyholder will be deducted from the guaranteed account value on the same day the policyholder paid premium designated to cover those charges is received. Any remaining charges to be assessed against the account value will be deducted on the certificate date and on each succeeding certificate monthly anniversary according to the terms set forth in the group policy to which this rider is attached.

Termination

This rider will terminate on the earlier of:

- (1) the date the policyholder requests termination of this rider; and
- (2) the date the group policy terminates.



Secretary



President

Variable Group Universal Life Partial Surrender Amendment

MINNESOTA LIFE

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

This amendment is to be attached to and become part of Group Policy No. 55056-G issued by Minnesota Life Insurance Company to Superior Court of California, County of San Bernardino. This amendment is effective as of August 1, 2011. Continued payment of premiums shall constitute acceptance of the conditions stated in this amendment.

Under the “**Surrenders and Withdrawals**” section of the policy, the provision entitled “**Is a partial surrender permitted?**” has been amended in its entirety to read:

Is a partial surrender permitted?

Yes. The owner may make a partial surrender of the net cash value of a certificate. The amount of a partial surrender must be \$100 or more and cannot exceed 100% of the net cash value of the certificate. A partial surrender will cause a decrease in the face amount equal to the amount surrendered under those certificates issued with a level death benefit, Option A. A partial surrender has no effect on the face amount of an Option B death benefit. However, since the account value is reduced by the amount of the partial surrender, the death benefit under Option B will be reduced by this same amount at the time of the partial surrender. We reserve the right to change the minimum amount or limit the number of times the owner may make a partial surrender.

Agreed to by Minnesota Life Insurance Company.



Secretary



President

Group 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. 55056-G issued by Minnesota Life Insurance Company to Superior Court of California, County of San Bernardino. This amendment is effective as of August 1, 2011. The Variable Group Universal Life Insurance Policy is amended as follows:

1. For any eligible insured who first becomes insured under the policy on or after August 1, 2011, the Tables A at the end of the policy are replaced with the attached Tables A.
2. For any eligible insured who first becomes insured under the policy on or after August 1, 2011, item (2) of the section of the policy entitled "What charges are assessed against the net cash value of the certificates issued under the policy?" is replaced with the following:
 - (2) The cost of insurance charge is for providing the death benefit under each certificate issued under this policy. The charge is calculated by multiplying the net amount at risk under each certificate by a rate which varies with the insured's age and rate class. The rate is guaranteed not to exceed rates determined on the basis of 200 percent of the 2001 Commissioners Standard Ordinary Mortality Table. The net amount at risk for each certificate is the difference between the death benefit and the account value. This charge will be assessed on the certificate date and on each succeeding certificate monthly anniversary.



Secretary



President

TABLE A

MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Maximum Monthly Cost of Insurance Rate
on a Nicotine-Distinct Basis
per \$1,000 Net Amount at Risk

Attained Age*	Maximum Monthly Rate		Attained Age*	Maximum Monthly Rate		Attained Age*	Maximum Monthly Rate	
	Non-Nicotine	Nicotine		Non-Nicotine	Nicotine		Non-Nicotine	Nicotine
0	0.110	0.110	35	0.180	0.327	70	3.943	6.258
1	0.072	0.072	36	0.190	0.347	71	4.360	6.800
2	0.052	0.052	37	0.202	0.370	72	4.842	7.418
3	0.040	0.040	38	0.213	0.397	73	5.352	8.050
4	0.035	0.035	39	0.227	0.425	74	5.898	8.732
5	0.033	0.033	40	0.243	0.460	75	6.493	9.480
6	0.035	0.035	41	0.263	0.502	76	7.162	10.305
7	0.037	0.037	42	0.288	0.552	77	7.932	11.247
8	0.037	0.037	43	0.317	0.612	78	8.815	12.312
9	0.038	0.038	44	0.350	0.678	79	9.798	13.477
10	0.072	0.072	45	0.385	0.747	80	10.907	14.775
11	0.045	0.045	46	0.422	0.817	81	12.130	16.190
12	0.055	0.055	47	0.453	0.880	82	13.418	17.640
13	0.063	0.063	48	0.482	0.933	83	14.810	19.168
14	0.082	0.082	49	0.517	1.002	84	16.347	20.862
15	0.100	0.100	50	0.560	1.083	85	18.015	22.700
16	0.117	0.130	51	0.613	1.187	86	19.857	24.697
17	0.130	0.153	52	0.677	1.310	87	21.887	26.868
18	0.137	0.170	53	0.750	1.453	88	24.018	29.090
19	0.140	0.182	54	0.840	1.622	89	26.198	31.282
20	0.142	0.193	55	0.940	1.800	90	28.175	33.138
21	0.142	0.203	56	1.045	1.988	91	30.035	34.770
22	0.143	0.212	57	1.148	2.163	92	32.183	36.653
23	0.145	0.223	58	1.252	2.333	93	34.655	38.783
24	0.147	0.237	59	1.370	2.530	94	37.483	41.360
25	0.150	0.248	60	1.512	2.763			
26	0.157	0.262	61	1.682	3.045			
27	0.162	0.272	62	1.878	3.365			
28	0.160	0.273	63	2.090	3.705			
29	0.158	0.275	64	2.313	4.048			
30	0.157	0.277	65	2.545	4.387			
31	0.157	0.280	66	2.783	4.722			
32	0.160	0.287	67	3.035	5.067			
33	0.165	0.298	68	3.302	5.422			
34	0.172	0.312	69	3.598	5.812			

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

TABLE A

MINNESOTA LIFE INSURANCE COMPANY

Guaranteed Maximum Monthly Cost of Insurance Rate
on a Uni-Nicotine Basis
per \$1,000 Net Amount at Risk

<u>Attained Age*</u>	<u>Maximum Monthly Rate Uni-Nicotine</u>	<u>Attained Age*</u>	<u>Maximum Monthly Rate Uni-Nicotine</u>	<u>Attained Age*</u>	<u>Maximum Monthly Rate Uni-Nicotine</u>
0	0.110	35	0.198	70	4.200
1	0.072	36	0.210	71	4.623
2	0.052	37	0.223	72	5.112
3	0.040	38	0.238	73	5.625
4	0.035	39	0.255	74	6.178
5	0.033	40	0.273	75	6.785
6	0.035	41	0.297	76	7.462
7	0.037	42	0.325	77	8.242
8	0.037	43	0.358	78	9.135
9	0.038	44	0.395	79	10.127
10	0.072	45	0.435	80	11.243
11	0.045	46	0.477	81	12.475
12	0.055	47	0.512	82	13.767
13	0.063	48	0.543	83	15.157
14	0.082	49	0.582	84	16.695
15	0.100	50	0.628	85	18.363
16	0.118	51	0.688	86	20.203
17	0.133	52	0.758	87	22.225
18	0.142	53	0.842	88	24.348
19	0.147	54	0.940	89	26.508
20	0.148	55	1.048	90	28.452
21	0.152	56	1.165	91	30.273
22	0.153	57	1.277	92	32.385
23	0.155	58	1.387	93	34.815
24	0.158	59	1.513	94	37.615
25	0.163	60	1.663		
26	0.172	61	1.845		
27	0.177	62	2.053		
28	0.177	63	2.278		
29	0.175	64	2.515		
30	0.175	65	2.760		
31	0.175	66	3.008		
32	0.178	67	3.270		
33	0.183	68	3.545		
34	0.190	69	3.850		

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

MINNESOTA LIFE

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

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