YOUR GROUP TERM LIFE INSURANCE PLAN

For Employees of Bickford Senior Living Group, LLC

All Eligible Full Time Employees

GROUP TERM LIFE INSURANCE CERTIFICATE RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: Bickford Senior Living Group, LLC

GROUP POLICY NUMBER: 70107-6GAT2

POLICY EFFECTIVE DATE: July 1, 2017

POLICY ANNIVERSARY DATE: July 1

GOVERNING JURISDICTION: Kansas

ReliaStar Life Insurance Company certifies that we have issued the group Policy listed above to the Policyholder. The Policy is available for you to review if you contact the Policyholder for more information. Subject to the provisions of this Certificate, we certify that eligible Employees are insured for the benefits described in this Certificate.

This Certificate summarizes and explains the parts of the Policy which apply to you, if you are an eligible Employee as defined. The Certificate is part of the group Policy but by itself is not a policy. This Certificate replaces any other Certificates we may have given you under the Policy. Your coverage may be changed under the terms and conditions of the Policy. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. Your rights and benefits under the Policy will not be less than those stated in your Certificate.

For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address.

In this Certificate, "you" and "your" refer to an Employee who is eligible for coverage under the Policy; "we", "us" and "our" refer to ReliaStar Life Insurance Company.

READ THIS CERTIFICATE CAREFULLY! Insurance benefits may be subject to certain requirements, reductions, limitations and exclusions.

GROUP TERM LIFE INSURANCE

Term life insurance provides a benefit to a named beneficiary upon the death of a person insured under a policy, with benefits payable only if a loss occurs within its term. Group insurance covers a group of persons under a single policy issued to a group policyholder.

Premiums for Basic Life Insurance are Noncontributory by insured Employees.

Signed for ReliaStar Life Insurance Company at its home office in Minneapolis, Minnesota on the Policy effective date.

Carolyn M. Johnson President

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Jennifer M. Ogren Secretary

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Policyholder's Contact Information: Bickford Senior Living Group, LLC, 13795 S Mur-Len Road, Olathe, Kansas 66062 913-782-3200

Kansas Insurance Department Phone Number: (785) 296-3071

SCHEDULE OF BENEFITS

EMPLOYER(S): Bickford Senior Living Group, LLC

GROUP POLICY NUMBER: 70107-6GAT2

ELIGIBLE CLASS(ES)

All Eligible Employees in Active Employment with the Employer in the United States.

You must be an Employee of the Employer and in an eligible class.

Temporary and seasonal workers are excluded from coverage.

MINIMUM HOURS REQUIREMENT

All Eligible Employees 30 hours per week.

ELIGIBILITY WAITING PERIOD FOR SALARIED EMPLOYEES WITH NAMED OCCUPATIONS; SUPERVISORS, DIRECTORS, OWNERS, COORDINATORS, BRANCH SUPPORT, CRDs

Persons in an eligible class on or before the Policy effective date: End of the month in which you complete a continuous period of 30 days of Active Employment.

Persons entering an eligible class after the Policy effective date: End of the month in which you complete a continuous period of 30 days of Active Employment.

ELIGIBILITY WAITING PERIOD FOR ALL OTHER FULL TIME SALARIED AND HOURLY EMPLOYEES

Persons in an eligible class on or before the Policy effective date: End of the month in which you complete a continuous period of 60 days of Active Employment.

Persons entering an eligible class after the Policy effective date: End of the month in which you complete a continuous period of 60 days of Active Employment.

CREDIT FOR PRIOR SERVICE

We will apply any prior period of work with the Employer toward the Eligibility Waiting Period to determine your eligibility date.

BASIC LIFE INSURANCE

Basic Life Insurance is Noncontributory by Employees.

Eligible Class(es) Amount

All Eligible Full Time Employees

1 times your Basic Yearly Earnings Minimum amount \$1,000

An insurance amount that does not equal an increment of \$1,000 is rounded to the next higher \$1,000.

MAXIMUM AMOUNT OF BASIC LIFE INSURANCE

\$50,000

GUARANTEED ISSUE AMOUNT OF BASIC LIFE INSURANCE

\$50,000

BENEFIT REDUCTIONS

Your insurance amount will decrease as follows:

- To 65% of the original amount on your 65th birthday.
- To 40% of the original amount on your 70th birthday. To 20% of the original amount on your 75th birthday.

Reduced insurance amounts are not rounded.

DEFINITIONS

Active Employment or **Active Employee** means you are working for the Employer for earnings that are paid regularly and you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

Your work site must be one of the following:

- The Employer's usual place of business;
- An alternative work site at the direction of the Employer, including your home; or
- A location to which your job requires you to travel.

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

Basic Yearly Earnings means the yearly salary or wage you receive for work done for the Employer as of the later of the Policy effective date, or the immediately preceding Policy anniversary date, or your hire date. It does not include bonuses, commissions or overtime pay.

Beneficiary means the person(s) or entity to whom we will pay the life insurance benefits in accordance with the BENEFICIARY and PAYMENT OF PROCEEDS provisions.

Certificate means this document that describes the benefits and rights of insured Employees under the Policy. It may include riders, endorsements or amendments.

Contributory means insurance for which insured Employees are required to pay any part of the Premium.

Eligibility Waiting Period means the continuous period of time (shown in the SCHEDULE OF BENEFITS) that you must be in Active Employment in an eligible class before you are eligible for coverage under the Policy.

Employee means a person who is a citizen or legal resident of the United States in Active Employment with the Employer in the United States.

Employer means the Policyholder and includes any division, subsidiary or affiliated company named in the Policy.

Evidence of Insurability means your affirmation, on a form acceptable to us, of various factors that we will use to determine if you are approved for coverage. Those factors may include, but are not limited to, your medical history and treatment, driving record, and/or family medical history. We may also, at our expense, request additional information to determine your eligibility for coverage.

Guaranteed Issue Amount means the benefit amount (as shown on the SCHEDULE OF BENEFITS) for which you are eligible to enroll without providing Evidence of Insurability, according to the EVIDENCE OF INSURABILITY provision.

Noncontributory means insurance for which insured Employees are not required to pay any part of the Premium.

Policy means the Written group insurance contract between us and the Policyholder, including the Certificates issued to insured Employees. It may include riders, endorsements or amendments.

Policyholder means the entity to whom the Policy is issued, as shown on the first page of this Certificate.

Premium(s) means the amount the Policyholder and/or you must pay to us for the insurance provided under the Policy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

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Written or Writing means consistent with applicable I	a record which is on aw.	or transmitted by paper,	electronic or telephonic	media, and which is

GENERAL PROVISIONS

ELIGIBILITY

If you are an Employee in an eligible class (shown on the SCHEDULE OF BENEFITS), the date you are eligible for coverage is the later of the following:

- The Policy effective date.
- The day after you complete your Eligibility Waiting Period.

ENROLLMENT

No enrollment is required for Noncontributory coverage.

EVIDENCE OF INSURABILITY

Evidence of Insurability is required for coverage under the conditions described below. Coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of the increase. We must approve any required Evidence of Insurability before coverage becomes effective.

Basic Life Insurance	Evidence Required
Coverage on the Policy effective date continued from the Policyholder's prior plan	Any amount over the Guaranteed Issue Amount.
Initial eligibility after the Policy effective date	Any amount over the Guaranteed Issue Amount.
Increases due to salary, job or class changes	Any amount of total coverage that exceeds the Guaranteed Issue Amount.

EFFECTIVE DATE OF COVERAGE

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for coverage.

TERMINATION OF COVERAGE

Your coverage under the Policy ends on the earliest of the following dates:

- The date the Policy terminates.
- The date coverage for all Active Employees under the Policy terminates.
- The date you are no longer in an eligible class.
- The date your eligible class is no longer covered.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the Policy grace period.
- The last day you are in Active Employment.

We will pay benefits for a loss that occurs while you are covered under the Policy.

CONVERSION

You may convert your life insurance, without Evidence of Insurability, to an individual life insurance policy if any part of your life insurance under the Policy stops for one of the following reasons:

- Your coverage ends according to the TERMINATION OF COVERAGE provision.
- Any continuation of insurance under the Policy ends.
- Your coverage reduces due to BENEFIT REDUCTIONS as described on the SCHEDULE OF BENEFITS.
- Your coverage reduces due to your change from one eligible class to another.

Your coverage reduces due to a Policy change.

Only life insurance is eligible for conversion. The maximum amount of life insurance you are eligible to convert cannot be greater than the amount of life insurance you had prior to termination. Conversion does not include any additional benefits such as accelerated death benefits, accidental death and dismemberment benefits, or waiver of premium benefits. Any amounts of coverage for which you remain eligible under the Policy are not eligible for conversion.

To convert your life insurance, you must apply and pay the first premium to us within 31 days of the date any part of your life insurance under the Policy terminates (the "conversion period"). You will be given Written notice, in person or at your last known address, of your conversion right at least 15 days before the date any part of your life insurance ends. Your right to convert will expire on the later of 16 days after you are given such notice or the end of the conversion period, but in no event will your right to convert extend beyond 60 days after the expiration of the conversion period. Any extension of time allowed for returning the completed application and first premium will not change the length of the conversion period itself.

You may apply to convert the entire amount of life insurance that is terminating under the Policy, or a lesser amount. The maximum amount of life insurance coverage you are eligible to convert will be reduced by any amount of life insurance for which you become eligible under any group policy within 31 days after the beginning of the conversion period. Premiums for the conversion policy will be based on our rates then in use, the form and amount of insurance, your class of risk, and your attained age at the beginning of the conversion period. The conversion policy may be any individual life insurance policy then customarily offered by us for conversion, other than term insurance. The conversion policy will not include any additional benefits. When we accept your application and first premium, the conversion policy will become effective on the 32nd day after the date the life insurance under the Policy terminated.

During the conversion period, your life insurance will continue under the terms of the Policy. If you die within the conversion period, any life insurance amount that you were entitled to convert will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

If you have made an absolute assignment of your insurance, only the current owner may apply for conversion.

INCONTESTABILITY

Any statement made by you is considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written statement of insurability which has been Signed by you and a copy of such statement of insurability has been given to you or to the Beneficiary. Except for fraud, we will not use such statement relating to insurability to contest life insurance after it has been in force for two years during your lifetime. Except for fraud, we will not use such statement to contest an increase or benefit addition to such insurance, after the increase or benefit has been in force for two years during your lifetime. Fraud in the procurement of coverage under the Policy is only contestable after the coverage has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

The statement on which any contest is based must be material to the risk accepted or the hazard assumed by us.

CLERICAL ERROR

Clerical error or omission by us or by the Policyholder will not:

- Prevent you from receiving coverage, if you are entitled to coverage under the terms of the Policy.
- Cause coverage to begin or continue for you when the coverage would not otherwise be effective.

If the Policyholder gives us information about you that is incorrect, we will do both of the following:

- Use the facts to decide whether you are eligible for coverage under the Policy and in what amounts.
- Make a fair adjustment of the Premium.

An error will not end insurance validly in effect, nor will it continue insurance validly ended.

MISSTATEMENT OF AGE

If Premiums are based on your age and you have misstated your age, then your correct age will be used to determine if insurance is in effect and, as appropriate, the Premium and/or benefits will be adjusted. We may require satisfactory proof of your age before paying any claim.

ASSIGNMENT

You may make an absolute assignment of ownership of your insurance under the Policy to any person or entity by sending us Written notice on a form that we accept. An absolute assignment transfers all your duties, rights, title and interest under the Policy to the new owner. The new owner can make any changes allowed under the Policy and Certificate.

An absolute assignment form is available from the Employer or us. Any assignment form must be Signed by both the current owner and the new owner. The Signed form must be received and accepted by us in order to be valid. An accepted assignment will take effect on the date the form is Signed by you, unless otherwise specified in the Signed form. An assignment does not affect any payment we make or action we take before receiving the Signed form. An assignment does not change the insurance or the Beneficiary designation.

If you want to continue an absolute assignment made under the Employer's prior group life insurance policy, a statement of intent form is available from the Employer or us. The form must be Signed by both you and the assignee. The Signed form must be received and accepted by us in order to be valid. A statement of intent does not affect any payment we make or action we take before receiving the Signed form. A statement of intent does not change the insurance or the Beneficiary designation.

We assume no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

BENEFICIARY

The Beneficiary is named by you to receive any proceeds payable at your death. While your coverage is in force, you may change the Beneficiary designation by Written request on a form that is acceptable to us. A Beneficiary designation form is available from the Employer or us. An accepted designation will take effect as of the date it is Signed, unless you specify otherwise in the Signed designation, but will not affect any payment we make or action we take before receiving the Signed form. If you have made an absolute assignment of your insurance, only the current owner may change the Beneficiary designation.

If an irrevocable Beneficiary is named, the Beneficiary designation can only be changed with the consent of the irrevocable Beneficiary.

There can be one or more Beneficiaries. If two or more Beneficiaries are named and their shares are not specified in the Beneficiary designation, then the Beneficiaries will share any insurance proceeds equally. If a primary Beneficiary does not survive you, their share will be payable to the remaining primary Beneficiaries. One or more contingent Beneficiaries may be named to receive the proceeds in the event that all of the primary Beneficiaries named do not survive you.

Please refer to the LIFE INSURANCE BENEFITS section of the Certificate for information about payment.

AGENCY

For purposes of the Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Certificate which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

ENTIRE CONTRACT

Coverage for insured Employees is provided under a contract of group term insurance between us and the Policyholder. The entire contract consists of all of the following:

- The Policy issued to the Policyholder including Part A and Part B.
- The Certificates which are made part of Part B under the Policy.
- Any riders, endorsements and/or amendments issued.
- The Policyholder's Signed application, a copy of which is attached to the Policy when issued.

CHANGES TO POLICY OR CERTIFICATE

The terms and provisions of the Policy and this Certificate may be changed at any time without the consent of you or anyone else with a beneficial interest in the Policy. We will issue riders, endorsements or amendments to effect such changes, and only those forms Signed by one of our executive officers will be valid. We will only make changes consistent with the standards of the Interstate Insurance Product Regulation Commission or the applicable regulatory body in the governing jurisdiction. We will provide a copy of the rider, endorsement or amendment to the Policyholder for attachment to the Policy, and also for the Employees if the change affects the Certificate(s).

Riders, endorsements and amendments are subject to prior approval by the Interstate Insurance Product Regulation Commission or the appropriate regulatory body in the governing jurisdiction. A rider, endorsement or amendment will not affect the insurance provided under the Certificate(s) until the effective date of the change, unless retroactivity is required by the applicable regulatory body.

No agent, representative or employee of ours or of any other entity, except one of our executive officers, may approve a change to or waive the terms of the Policy.

LIFE INSURANCE BENEFITS

We pay a death benefit to the Beneficiary if we receive Written proof that you died while your insurance under the Policy is in force. The death benefit is the amount of life insurance for your class as shown on the SCHEDULE OF BENEFITS in effect on the date of your death minus any amount paid under the Accelerated Death Benefit Rider.

NOTICE OF CLAIM AND PROOF OF LOSS

A claim form is available from the Employer or us. The process for completing the claim form and submitting the claim form will be explained in the claim form paperwork. Proof of loss, including any attachments indicated on the claim form as required, should be sent directly to us at the address indicated on the form. We may also require information from the Employer in order to verify eligibility.

Proof of loss consists of a certified copy of your death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds.

We will review the claim and proof of loss we receive in order to determine our liability and the correct payee(s). If we approve the claim, we will pay the benefits subject to the terms of this Certificate.

AUTOPSY

We reserve the right to make a reasonable request for an autopsy at our expense where permitted by law.

PAYMENT OF PROCEEDS

To be eligible to receive proceeds, the Beneficiary must be living on the date of your death.

If there is no eligible Beneficiary, we will pay the proceeds to the first survivor(s), who is living on the date of your death, in the following order:

- 1. Your spouse or domestic partner.
- 2. Your natural and adopted children.
- 3. Your parents.
- 4. Your estate.

If the Beneficiary or survivor is eligible to receive proceeds but dies before receiving them, we will pay the proceeds to that person's estate.

"Spouse" means your lawful spouse. It includes your domestic partner or civil union partner who is recognized as equivalent to a spouse in the state with governing jurisdiction. It also includes your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum. Other methods of payment may be made available to the Beneficiary at the time of claim.

Any payment we make in good faith will discharge our liability to the extent of such payment.

PAYMENT OF INTEREST

We pay interest on the death benefit proceeds, accruing from the date of your death up to the date of payment. The minimum interest rate payable will be the interest rate applicable for funds left on deposit with us as of the date of death.

Interest will accrue at an annual rate of 10% plus the interest rate applicable for funds left on deposit beginning with the date that is 31 calendar days from the latest of the dates below and continuing up to the date of payment:

- The date we receive due proof of loss following death.
- The date we receive sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the proceeds.
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of this resolution is provided to us. Legal impediments to payment include but are not limited to: the establishment of guardianships and conservatorships; the appointment and qualification of

trustees, executors and administrators; and the submission of information required to satisfy state or federal reporting requirements.

LEGAL ACTION

The time period during which any person can start legal action regarding any claim under the Policy is subject to applicable law in the governing jurisdiction. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to your coverage.

DENIALS AND APPEALS FOR PLANS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

If we deny a claim in whole or in part (an "adverse benefit determination"), we will provide Written notice of the adverse benefit determination to the claimant as soon as possible, but no more than 90 days after receipt of the claim unless an extension is needed. An extension of 90 days will be allowed for processing the claim if special circumstances are involved. The claimant will be given notice of any such extension before the end of the initial 90-day period. The notice will state the special circumstances involved and the date a decision is expected. If an extension is needed due to the claimant's failure to submit information necessary to decide a claim, the extension period will be tolled from the date on which notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

A notice of an adverse benefit determination will be Written in an understandable manner and include the following:

- The specific reason(s) for the adverse benefit determination.
- Reference to the specific provision on which the determination is based.
- A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
- A description of the claim review procedure and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action following an adverse benefit determination on review.

The claimant may request a review of an adverse benefit determination (an "appeal") at any time during the 60 day period following receipt of the notice of the determination. We will consider an appeal upon Written application of the claimant or his or her duly authorized representative. As part of the appeal the claimant also has the right, upon request and free of charge, to reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits. The claimant may, in the course of this appeal, review relevant documents and submit to us Written comments, documents, records and other information relevant to the claimant's claim for benefits.

Following our review of the appeal, we will provide the claimant with a Written decision of the final determination of the claim. This decision will be issued as soon as possible, but no more than 60 days after the receipt of the appeal unless an extension is needed. An extension of 60 days will be allowed for making this decision if special circumstances are present. The claimant will be given notice of any such extension before the end of the 60-day period. The notice will state the special circumstances involved and the date a decision is expected. If an extension is needed due to the claimant's failure to submit information necessary to decide a claim, the extension period will be tolled from the date on which notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

If we send an adverse benefit determination following our review of the appeal, the notice of the determination will be Written in an understandable manner and include the following:

- The specific reason(s) for the adverse benefit determination.
- Reference to the specific provision on which the determination is based.
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits.
- A statement of the claimant's right to bring a civil action.

EXCLUSIONS AND LIMITATIONS

We pay a death benefit for all causes of death.

WAIVER OF PREMIUM RIDER RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: Bickford Senior Living Group, LLC

GROUP POLICY NUMBER: 70107-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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DEFINITIONS

Doctor means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

Total Disability or **Totally Disabled** means that due to an injury or sickness you are unable to perform the material duties of your regular job, and you are unable to perform for remuneration or profit any other job for which you are fit by education, training or experience. If you are also insured under a group long term disability income policy issued by us to the Policyholder and while coverage for Active Employees under both policies remains in force, then you will automatically meet the definition of Total Disability under this rider during the same period that we are paying you long term disability income benefits under the other policy.

Waiting Period means the 90 day period immediately following the date you stop Active Employment during which you are continuously Totally Disabled. If you return to work for a total of 30 days or less during the Waiting Period and then stop work again due to the same Total Disability, your Waiting Period will not be interrupted. If we pay you an Employee benefit under the Accelerated Death Benefit Rider, you will automatically satisfy the Waiting Period requirement under this rider.

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

EFFECTIVE DATE OF RIDER

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.

- The date this rider is terminated for the eligible class of Employees to which you belong.
- The date life insurance coverage is being continued under the terms of the Portability Rider.

This rider will not terminate while Premiums are being waived under the terms of this rider.

TERMINATION OF COVERAGE

The TERMINATION OF COVERAGE provision in your Certificate is revised to add this item to the terms under which your coverage ends:

• The date Premiums are no longer being waived under the Waiver of Premium Rider, if you are not in an eligible class on that date.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

WAIVER OF PREMIUM BENEFIT

If you become Totally Disabled while covered under this rider and meet the other conditions below, we will waive Premiums due under the Policy and continue insurance during your Total Disability, according to the terms of this rider. When we waive Premiums, the amount of continued life insurance equals the amount that would have been provided if you had not become Totally Disabled. That amount will reduce or stop according to the Certificate and riders in effect on the date Total Disability began. Premiums that are waived are not deducted from any proceeds that may become payable.

Continued life insurance includes the following if effective on the date before your Total Disability began:

- Employee life insurance.
- your coverage under the Accelerated Death Benefit Rider.

Continued life insurance does not include:

- the AD&D Rider.
- the Portability Rider.
- any continuation rider(s).

Any rider or coverage that is not eligible for waiver of premium under this rider will terminate on the date that coverage would otherwise end due to your termination of Active Employment. See the CONVERSION provision of the Certificate and riders for more information about conversion.

Continued insurance is subject to all other terms of the Policy.

CONDITIONS FOR WAIVER OF PREMIUM

All of the following conditions must be met in order to waive Premiums:

- Total Disability begins before your 60th birthday.
- You are covered under this rider on the date your Total Disability begins.
- You are continuously Totally Disabled for the entire Waiting Period. Premiums due during the Waiting Period are subject to the continuation provision(s) of any riders.
- All Premiums due for life insurance and this rider are paid to us through the date we approve your claim for waiver
 of Premium or the date the continuation period under any rider ends, whichever is earlier. Premiums due are
 payable by the Policyholder or you as applicable.
- You provide notice of claim and proof of Total Disability to us as described below.

NOTICE OF CLAIM AND PROOF OF TOTAL DISABILITY

You must send us written notice of claim while you are living, while you are Totally Disabled, and within 9 months of the date your Total Disability begins. Failure to give notice within 9 months will not invalidate or reduce any claim if it is

shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Notice of claim includes proof of your Total Disability. Proof of your Total Disability includes information from your Doctor, at your expense, regarding your condition and your inability to work. We may require additional information from the Employer in order to verify eligibility. We may also require you to be interviewed by our authorized representative. Proof of your Total Disability, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s). Claim forms are available from the Employer or us.

We have the right to request a second or third medical opinion, at our expense, in order to determine if you are Totally Disabled. Any second medical opinion may include a physical examination by a Doctor or other medical practitioner of our choice. In the case of conflicting medical opinions, Total Disability will be determined by a third medical opinion that is provided by a Doctor who is mutually acceptable to you and us.

If you meet the definition of Total Disability due to your receipt of long term disability income benefits under a policy issued by us to the Policyholder, and then your benefits or coverage under that other policy terminate for any reason, or coverage for Active Employees under the group life Policy terminates, then you will need to provide us with proof of your Total Disability under the terms of this rider in order to continue your eligibility under this rider.

If you die within 12 months of the date your Total Disability began and all of the following are true:

- You didn't previously submit a claim under this rider, and
- You would otherwise have met the CONDITIONS FOR WAIVER OF PREMIUM, and
- Life insurance for you would still have been in force under the Policy on the date of your death if a claim for waiver of Premium had been approved,

then the Beneficiary can submit a claim for death benefit proceeds along with notice of claim under this rider and proof that your Total Disability continued without interruption from the last day you were in Active Employment until your death. For your death, completion of the entire Waiting Period is not required.

EFFECTIVE DATE OF WAIVER OF PREMIUM

When we approve your claim, Premiums are waived as of the date after the Waiting Period ends. We will refund any unearned Premiums we receive to the Policyholder or to you, as appropriate. We will notify you in writing when your claim is approved.

We will notify you and the Employer if we deny your claim. If we deny your claim, conversion is available as described in the CONVERSION provision of the Certificate and riders.

If we approve a claim for which notice of claim was provided to us more than 12 months after the date your Total Disability began, then any refund of unearned Premiums will not exceed 12 months of Premiums dating back from the date the notice of claim was received by us.

If you converted life insurance due to your termination of Active Employment and then a claim under this rider is approved, the conversion policy must be surrendered without claim. We will cancel the conversion policy as of the date of issue and refund any premiums paid. We will retain any beneficiary designation you made under your conversion policy as the Beneficiary under the group Policy, unless you change the Beneficiary as described under the BENEFICIARY provision in the Certificate. If the conversion policy is not surrendered without claim, then Premiums will not be waived under this rider. The same coverage(s) that would otherwise end due to your termination of Active Employment may not be both continued under this rider and converted.

After your claim is approved, we may periodically request additional proof of your continuing Total Disability, but not more frequently than once every six months.

TERMINATION OF WAIVER OF PREMIUM

We will stop waiving Premiums on the earliest of the following dates:

- The date you are no longer Totally Disabled.
- The date you do not give us proof of Total Disability as requested.
- Your 65th birthday.

If Premiums are no longer waived, insurance under the Policy will stay in force only if all of the following conditions are met:

- Life insurance is in force for Active Employees under the Policy, and
- · You are in an eligible class for coverage under the Policy, and
- · Your Premium payments are resumed.

The amount of insurance will be subject to the Certificate and riders in effect on the date your Premium payments are resumed.

You will not be eligible for portability under any Portability Rider on the date we stop waiving your Premiums.

CONVERSION AFTER TERMINATION OF WAIVER OF PREMIUM

When Waiver of Premium under this rider ends, and if you are not otherwise eligible for insurance under the Policy, then conversion will be available as described in the CONVERSION provision of the Certificate and riders.

DENIALS AND APPEALS FOR PLANS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

If we deny a claim in whole or in part (an "adverse benefit determination"), we will provide written notice of the adverse benefit determination to you as soon as possible, but no more than 45 days after receipt of the claim unless an extension is needed. An extension of 30 days will be allowed for processing the claim for matters beyond our control. You will be given notice of any such extension before the end of the initial 45-day period. If, before the end of the 30-day extension period, we are still unable to render a decision on the claim for matters beyond our control, a second extension of 30 days will be allowed for processing the claim. You will be given notice of any such second extension before the end of the first 30-day extension period. The notice(s) will state the circumstances requiring the extension and the date a decision is expected. The notice(s) will also specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. If additional information is needed, you will have 45 days to provide the specified information. If an extension is needed due to your failure to submit information necessary to decide a claim, the extension period will be tolled from the date on which notification of the extension is sent to you until the date on which you respond to the request for additional information.

A notice of an adverse benefit determination will be written in an understandable manner and include the following:

- The specific reason(s) for the adverse benefit determination.
- Reference to the specific provision on which the determination is based.
- A description of additional information, if any, which would enable you to receive the benefits sought and an explanation of why it is needed.
- A description of the claim review procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action following an adverse benefit determination on review.
- A statement that if an internal rule, guideline, protocol or other similar criterion was relied upon in making the
 adverse benefit determination, a copy of such rule, guideline, protocol or other criterion will be provided free of
 charge to you upon request.

You may request a review of an adverse benefit determination (an "appeal") at any time during the 180 day period following receipt of the notice of the determination. We will consider an appeal upon written application of you or your duly authorized representative. As part of the appeal you also have the right, upon request and free of charge, to reasonable access to and copies of all documents, records and other information relevant to your claim. This includes the identification of any medical or vocational experts whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. You may, in the course of this appeal, review relevant documents and submit to us written comments, documents, records and other information relevant to your claim.

Our review of the appeal will be conducted by someone who is neither the individual who made the original adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. If the determination was based in whole or in part on a medical judgment, our review of the appeal will include consultation with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will be someone who is neither an individual who was consulted in connection with the original adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

Following our review of the appeal, we will provide you with a written decision of the final determination of the claim. This decision will be issued as soon as possible, but no more than 45 days after the receipt of the appeal unless an extension is needed. An extension of 45 days will be allowed for making this decision if special circumstances are present. You will be given notice of any such extension before the end of the 45-day period. The notice will state the special circumstances involved and the date a decision is expected. If an extension is needed due to your failure to submit information necessary to decide a claim, the extension period will be tolled from the date on which notification of the extension is sent to you until the date on which you respond to the request for additional information.

If we send an adverse benefit determination following our review of the appeal, the notice of the determination will be written in an understandable manner and include the following:

- The specific reason(s) for the adverse benefit determination.
- Reference to the specific provision on which the determination is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.
- A statement of your right to bring a civil action.
- A statement that if an internal rule, guideline, protocol or other similar criterion was relied upon in making the
 adverse benefit determination, a copy of such rule, guideline, protocol or other criterion will be provided free of
 charge to you upon request.
- The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

Carolyn M. Johnson President

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Jennifer M. Ogren Secretary

ACCELERATED DEATH BENEFIT RIDER RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: Bickford Senior Living Group, LLC

GROUP POLICY NUMBER: 70107-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

THE AMOUNT OF LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID. THE RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE A TAXABLE EVENT. YOU SHOULD SEEK ADDITIONAL INFORMATION ABOUT THE TAX STATUS OF THE PAYMENT FROM A PERSONAL TAX ADVISOR.

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SCHEDULE OF BENEFITS

Accelerated Death Benefit

You must have at least \$5,000 of life insurance coverage in force.

DEFINITIONS

Doctor means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

Institution means any hospital, convalescent hospital, health clinic, nursing home, extended care facility, or other institution devoted to the care of sick, infirm, or aged persons.

Qualifying Event means either of the following:

- Terminal Illness.
- A medical condition that is reasonably expected to require continuous confinement in an Institution and you are expected to remain there for the rest of your life.

Terminal Illness means a medical condition that is expected to result in your death within 12 months and from which there is no reasonable chance of recovery.

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

EFFECTIVE DATE OF RIDER

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

This rider will not terminate while this rider is being continued under the terms of another rider.

Termination of this rider will not prejudice the payment of benefits for a Qualifying Event that occurred while this rider was in force.

CONVERSION

When this rider terminates, conversion of this rider is not available.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

ACCELERATED DEATH BENEFIT

Accelerated death benefit proceeds is the amount we pay to you, while you are living, if you have a Qualifying Event. The accelerated death benefit proceeds are paid only once. This payout is the only settlement option available prior to your death.

The benefit is the amount of the accelerated death benefit shown on the SCHEDULE OF BENEFITS in effect on the date you request accelerated death benefit proceeds.

CONDITIONS FOR THE ACCELERATED DEATH BENEFIT

To receive a benefit payment under this rider, all of the following conditions must be met:

- Any required life insurance Premium is paid through the date you request proceeds under this rider.
- You request proceeds in writing while you are living and before you attain age 65. If you are unable to request payment yourself, your legal representative may request it on your behalf.
- You are insured for life insurance benefits under the Policy.
- You are insured for the minimum amount of life insurance as shown on the SCHEDULE OF BENEFITS in order to be eligible for benefits under this rider.
- The benefit percentage elected will equal no less than \$10,000.
- You provide to us written proof from a Doctor that you have a Qualifying Event.
- You provide to us written consent for payment from any irrevocable beneficiary and, in community property states, from your spouse.

NOTICE OF CLAIM AND PROOF OF LOSS

You must send us written notice of claim while you are living and within 90 days of the date the Qualifying Event is diagnosed. Failure to give notice within 90 days will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Notice of claim includes proof of loss. Proof of loss includes information from your Doctor, at your expense, regarding your medical condition. We may require additional information from the Employer in order to verify eligibility. Proof of loss, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s). A claim form is available from the Employer or us.

We have the right to request a second or third medical opinion, at our expense, in order to determine if you are eligible under the terms of this rider. Any second medical opinion may include a physical examination by a Doctor designated by us. In the case of conflicting medical opinions, eligibility will be determined by a third medical opinion that is provided by a Doctor who is mutually acceptable to you and us.

When you request proceeds under this rider and upon payment of the benefit proceeds, you will be provided with a disclosure demonstrating the effect of the acceleration on the death benefit and Premium, and any other effects on coverage. This disclosure will also be provided to any assignee of record or irrevocable beneficiary of record.

BENEFIT PAYMENT

We pay the benefit proceeds to you immediately upon receipt of due written proof of loss. If you are not the current owner of coverage under the Certificate or riders on the date proceeds are requested under this rider, then while you are living the benefit proceeds are payable to the current owner.

For coverage continued by your Spouse after your death or divorce, any benefit proceeds under this rider are payable to your Spouse. If your Spouse is not the current owner of coverage under the Spouse Life Insurance Rider and Children's Life Insurance Rider on the date accelerated death benefit proceeds are requested, then the benefit proceeds are payable to the current owner.

Benefit proceeds received for Terminal Illness will be paid as a lump sum.

For a Qualifying Event other than Terminal Illness, you may elect to receive the benefit proceeds as a lump sum or in monthly installments. You may elect monthly installments equal to 1-20% of the full amount of the benefit payable under this rider. The minimum monthly installment is \$500. Monthly installments are paid once every 30 days until the full accelerated benefit amount has been paid out. Each monthly installment paid will reduce the remaining death benefit by the same amount.

Any payment we make in good faith will discharge our liability to the extent of such payment.

If you die after you request proceeds under this rider but before any proceeds are received, then the accelerated death benefit claim will be cancelled and any death benefit will be payable under the terms of the Certificate and riders. If any monthly installments are remaining at the time of death, the remaining amount will be payable as a death benefit under the terms of the Certificate and riders.

EFFECTS ON COVERAGE

When we pay this benefit, coverage is affected in the following ways:

- Your Life Insurance amount is reduced by the accelerated death benefit proceeds paid under this rider.
- Your life insurance amount that may be converted is reduced by the accelerated death benefit proceeds paid under this rider.
- You will not be eligible to increase your Contributory life insurance amount.
- Premium is based upon the life insurance amount in force prior to any proceeds paid under this rider. Such Premium must be paid, unless waived under the Waiver of Premium Rider, to keep the life insurance coverage in force.
- Your remaining life insurance amount is subject to future BENEFIT REDUCTIONS, if any, as shown on the SCHEDULE OF BENEFITS in the Certificate or riders.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a Qualifying Event.

If any death benefit remains after payment of the accelerated death benefit, coverage under the AD&D Rider will be unaffected by the payment of an accelerated death benefit.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

Carolyn M. Johnson President

Welgth Tolmson

Jennifer M. Ogren Secretary

CONTINUATION OF INSURANCE RIDER RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: Bickford Senior Living Group, LLC

GROUP POLICY NUMBER: 70107-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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DEFINITIONS

Leave of Absence means you are absent from Active Employment for a period of time under a leave granted in writing by the Employer that is in accordance with the Employer's formal leave policies. Your normal vacation time is not considered a Leave of Absence.

Temporary Layoff means you are absent from Active Employment for a period of time for which continuation of life insurance is available under the Employer's written plan for temporary layoffs, and the layoff is not intended to be permanent.

Total Disability or **Totally Disabled** means that due to an injury or sickness you are unable to perform the material duties of your regular job, and you are unable to perform any other job for which you are fit by education, training or experience.

GENERAL PROVISIONS

ELIGIBILITY FOR RIDER

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

EFFECTIVE DATE OF RIDER

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

TERMINATION OF RIDER

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

CONTINUATION OF INSURANCE

If you stop Active Employment due to:

- Employer-approved Leave of Absence, or
- Total Disability, or
- Temporary Layoff

then life insurance coverage may be continued under the Policy beyond the date you are no longer in Active Employment, limited to the time period(s) described below.

During this continued coverage period, the amount of continued insurance equals the amount in effect the day prior to the continuation period. That amount will reduce or stop according to the Certificate and riders in effect the day prior to the continuation period.

Premiums are due during the continuation period on the same basis as on the day prior to the continuation period. Contact the Employer for more information.

If an eligible claim occurs while coverage is being continued under this rider, then benefits will be paid as described in the Certificate and riders.

FAMILY AND MEDICAL LEAVE

If you are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 and any amendments ("FMLA") or applicable state family and medical leave law ("State FML"), and the Employer's human resource policy provides for continuation of life insurance during an FMLA or State FML Leave of Absence, then your life insurance coverage may be continued until the end of the later of:

- The leave period permitted by FMLA.
- The leave period permitted by state FML.

This continuation of coverage includes all riders that were in effect on the date before the FMLA or State FML Leave of Absence began.

SICKNESS OR INJURY

If you are on a Leave of Absence due to your sickness or injury, including Total Disability, then your life insurance coverage may be continued until the last day of the month which is on or next follows the date which is 12 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before the Leave of Absence began.

TEMPORARY LAYOFF

If you stop Active Employment due to a Temporary Layoff, then your life insurance coverage may be continued until the last day of the month which is on or next follows the date which is 3 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before you stopped Active Employment.

OTHER LEAVE OF ABSENCE

If you are on a Leave of Absence for any other reason, then your life insurance coverage may be continued until the last day of the month which is on or next follows the date which is 3 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before the Leave of Absence began.

CONCURRENT LEAVES OF ABSENCE

If you would be eligible for more than one type of continuation under this rider during any one period that you are not in Active Employment, we will consider such periods to be concurrent for the purpose of determining how long your coverage may continue under the Policy.

TERMINATION OF CONTINUATION

Coverage continued under this rider will end on the earliest of the following:

- The end of the continuation period as indicated above.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you are eligible under the Policy as an Active Employee.
- The date of your death.
- The date you become covered under another group life insurance policy as an employee or member.
- The date Premiums are waived under the Waiver of Premium Rider.
- The date the Policy terminates.
- The date coverage for all Active Employees under the Policy terminates.

In no event will coverage for you be continued beyond the date coverage would otherwise end according to the termination provision(s) of the Certificate and riders.

When this continuation ends, other than by waiver of Premium, insurance under the Policy will stay in force only if all of the following conditions are met:

- Life insurance is in force for Active Employees under the Policy, and
- You are in an eligible class for coverage under the Policy, and
- Your Premium payments are resumed.

The amount of insurance will be subject to the Certificate and riders in effect on the date your Premium payments are resumed.

CONVERSION FOLLOWING TERMINATION OF CONTINUATION

When continuation under this rider ends other than for nonpayment of Premium or waiver of premium, and if you are not otherwise eligible for insurance under the Policy, then conversion will be available as described in the CONVERSION provision of the Certificate and riders.

RETURN TO ACTIVE EMPLOYMENT

If coverage is not continued during an FMLA or State FML Leave of Absence, and you return to Active Employment immediately following the end of the FMLA or State FML Leave of Absence and while coverage is in force for Active Employees under the Policy, then your coverage may be reinstated effective the date you return to Active Employment. The amount(s) of coverage will be subject to the SCHEDULE OF BENEFITS in effect on the date you return to Active Employment. We will not apply a new Eligibility Waiting Period or require Evidence of Insurability for the same or lesser amount(s) of coverage.

If coverage is not continued during your Leave of Absence for active military service, and you return to Active Employment while coverage is in force for Active Employees under the Policy, then your coverage may be reinstated in accordance with USERRA and applicable state law.

If coverage is not continued during any other period that is eligible for continuation under the Policy, and you return to Active Employment while coverage is in force for Active Employees under the Policy, then the terms of the Certificate and riders will apply.

DENIALS AND APPEALS FOR PLANS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) - FOR TOTAL DISABILITY CLAIMS ONLY

If we deny a claim in whole or in part (an "adverse benefit determination"), we will provide written notice of the adverse benefit determination to you as soon as possible, but no more than 45 days after receipt of the claim unless an extension is needed. An extension of 30 days will be allowed for processing the claim for matters beyond our control. You will be given notice of any such extension before the end of the initial 45-day period. If, before the end of the 30-day extension period, we are still unable to render a decision on the claim for matters beyond our control, a second extension of 30 days will be allowed for processing the claim. You will be given notice of any such second extension

before the end of the first 30-day extension period. The notice(s) will state the circumstances requiring the extension and the date a decision is expected. The notice(s) will also specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. If additional information is needed, you will have 45 days to provide the specified information. If an extension is needed due to your failure to submit information necessary to decide a claim, the extension period will be tolled from the date on which notification of the extension is sent to you until the date on which you respond to the request for additional information.

A notice of an adverse benefit determination will be written in an understandable manner and include the following:

- The specific reason(s) for the adverse benefit determination.
- Reference to the specific provision on which the determination is based.
- A description of additional information, if any, which would enable you to receive the benefits sought and an explanation of why it is needed.
- A description of the claim review procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action following an adverse benefit determination on review.
- A statement that if an internal rule, guideline, protocol or other similar criterion was relied upon in making the
 adverse benefit determination, a copy of such rule, guideline, protocol or other criterion will be provided free of
 charge to you upon request.

You may request a review of an adverse benefit determination (an "appeal") at any time during the 180 day period following receipt of the notice of the determination. We will consider an appeal upon written application of you or your duly authorized representative. As part of the appeal you also have the right, upon request and free of charge, to reasonable access to and copies of all documents, records and other information relevant to your claim. This includes the identification of any medical or vocational experts whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. You may, in the course of this appeal, review relevant documents and submit to us written comments, documents, records and other information relevant to your claim.

Our review of the appeal will be conducted by someone who is neither the individual who made the original adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. If the determination was based in whole or in part on a medical judgment, our review of the appeal will include consultation with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will be someone who is neither an individual who was consulted in connection with the original adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

Following our review of the appeal, we will provide you with a written decision of the final determination of the claim. This decision will be issued as soon as possible, but no more than 45 days after the receipt of the appeal unless an extension is needed. An extension of 45 days will be allowed for making this decision if special circumstances are present. You will be given notice of any such extension before the end of the 45-day period. The notice will state the special circumstances involved and the date a decision is expected. If an extension is needed due to your failure to submit information necessary to decide a claim, the extension period will be tolled from the date on which notification of the extension is sent to you until the date on which you respond to the request for additional information.

If we send an adverse benefit determination following our review of the appeal, the notice of the determination will be written in an understandable manner and include the following:

- The specific reason(s) for the adverse benefit determination.
- Reference to the specific provision on which the determination is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.
- A statement of your right to bring a civil action.
- A statement that if an internal rule, guideline, protocol or other similar criterion was relied upon in making the
 adverse benefit determination, a copy of such rule, guideline, protocol or other criterion will be provided free of
 charge to you upon request.
- The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

Carolyn M. Johnson President

Welgth Tolmson

Jennifer M. Ogren Secretary

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: Bickford Senior Living Group, LLC

GROUP POLICY NUMBER: 70107-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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SCHEDULE OF BENEFITS

BASIC EMPLOYEE AD&D INSURANCE

Basic Employee AD&D Insurance is Noncontributory by Employees.

Eligible Class(es) **Full Amount**

All Eligible Employees Equal to the amount of Basic Employee Life Insurance

MAXIMUM AMOUNT OF BASIC EMPLOYEE AD&D INSURANCE

The Basic Employee AD&D Insurance amount will not exceed the Basic Employee life insurance amount in force.

EMPLOYEE BENEFIT REDUCTIONS

Your insurance amount will decrease as follows:

- To 65% of the original amount on your 65th birthday.
 To 40% of the original amount on your 70th birthday.
- To 20% of the original amount on your 75th birthday.

Reduced insurance amounts are not rounded.

ACCIDENTAL DEATH BENEFIT

For: **Benefit Amount:**

Loss of life Full Amount of AD&D Insurance

ACCIDENTAL DISMEMBERMENT BENEFITS

For: **Benefit Amount:**

Loss of an Arm 50% of the Full Amount of AD&D Insurance Loss of a Leg 50% of the Full Amount of AD&D Insurance Loss of a Hand 50% of the Full Amount of AD&D Insurance Loss of a Foot 50% of the Full Amount of AD&D Insurance

OTHER ACCIDENTAL LOSS BENEFITS

For:

Loss of Sight in both eyes

Loss of Sight in one eye

Loss of Speech

Loss of Hearing

Paralysis of all four limbs

Benefit Amount:

100% of the Full Amount of AD&D Insurance
50% of the Full Amount of AD&D Insurance
50% of the Full Amount of AD&D Insurance
100% of the Full Amount of AD&D Insurance

Paralysis of three limbs 75% of the Full Amount of AD&D Insurance
Paralysis of two limbs 50% of the Full Amount of AD&D Insurance
Paralysis of one limb 25% of the Full Amount of AD&D Insurance

Coma 2% of the Full Amount of AD&D Insurance to a maximum of

\$24,000

Only one Full Amount is payable for any combination of the losses listed above per Covered Person. For example: if the Covered Person has a loss for which the Benefit Amount paid was 50% of the Full Amount of that Covered Person's AD&D Insurance, then the Benefit Amount for that Covered Person's next loss will be no more than 50% of the Full Amount.

ADDITIONAL ACCIDENT BENEFITS

Benefit:	Additional Amount:
Safety Belt use	Equal to 10% of the full Benefit Amount for loss of life to a maximum of \$10,000
Airbag use	Equal to 5% of the full Benefit Amount for loss of life to a maximum of \$5,000
Transportation/Repatriation	Equal to 2% of the full Benefit Amount for loss of life to a maximum of \$2,000
Child Care (per child)	Equal to 5% of the full Benefit Amount for loss of life annually up to a total of \$10,000 for all children
Child education (per student)	Equal to 5% of the full Benefit Amount for loss of life up to a total of \$3,000 for all students per academic year for up to 4 years.
Spouse education	Equal to 5% of the full Benefit Amount for loss of life up to a total of \$3,000 per academic year for up to 4 years
Occupational assault	Equal to 100% of the full Benefit Amount for the loss to a maximum of \$10,000

DEFINITIONS

Accidental Injury means a bodily injury sustained by a Covered Person, which is a direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while the Covered Person's insurance under this rider is in force. Accidental Injury includes bodily injury caused by exposure to the elements when the exposure is a direct result of an accident.

Airbag means a passenger restraint system properly installed in the Automobile in which the Covered Person was riding at the time of the Accidental Injury, which inflates for added protection to the head and chest areas.

Automobile means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes.

Child Care means any facility or private care that:

- is licensed as child care by the state,
- · provides non-medical care and supervision for children, and
- is not operated by you or a member of your immediate family.

Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused, as determined by a Doctor, and which continues for a period of 30 days.

Covered Person means:

 You, if you are covered for life insurance under the Policy and you are enrolled for Contributory coverage under this rider.

Doctor means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

Loss of a Foot means the foot is permanently severed from the body at or above the ankle but below the knee.

Loss of a Hand means the hand is permanently severed from the body at or above the wrist, but below the elbow. Loss of a Hand includes loss of the thumb and index finger of the same hand where the thumb and index finger are permanently severed through or above the metacarpophalangeal joints (i.e. the third joint from the tip of the finger or the second joint from the tip of the thumb).

Loss of a Leg means the leg is permanently severed from the body at or above the knee.

Loss of an Arm means the arm is permanently severed from the body at or above the elbow.

Loss of Hearing means the entire and irrevocable loss of hearing in both ears, as determined by a Doctor.

Loss of Sight means permanent and uncorrectable loss of sight in an eye, as determined by a Doctor. The visual acuity must be 20/200 or worse in the eye, or the field of vision must be less than 20 degrees.

Loss of Speech means the entire and irrevocable loss of speech as determined by a Doctor.

Paralysis means the total impairment of voluntary movement and sensory function of a limb (arm or leg), without severance, and the paralysis is determined by a Doctor to be permanent, complete and irreversible.

Safety Belt means a passenger restraint system properly installed in the Automobile in which the Covered Person was riding at the time of the Accidental Injury, which consists of a belt or strap.

GENERAL PROVISIONS

ELIGIBILITY

If you are working for the Employer in an eligible class (shown in the Certificate's SCHEDULE OF BENEFITS), you are eligible for this rider on the latest of the following dates:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

ENROLLMENT

If you are eligible for AD&D coverage, you must enroll for any Contributory AD&D coverage before the coverage will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment.

No enrollment is required if the Policy replaces a group policy issued by us or by another insurance company, and you were covered under the prior policy on the day before that policy was replaced by our Policy. The amount of Contributory AD&D coverage that becomes effective on our Policy effective date will be at the same level as under the prior policy, subject to the terms of our Policy including any maximum coverage amounts under our Policy.

EFFECTIVE DATE

Each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder's address on the date the Covered Person is eligible for coverage.

TERMINATION

This rider will terminate on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The end of the period for which Premiums for this rider are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you voluntarily cancel this rider in Writing, as allowed by the Employer unless prohibited by federal and state law.
- The date you retire from Active Employment with the Employer.
- The date a claim is approved under the Waiver of Premium Rider.

Termination will not prejudice the payment of benefits for a covered loss caused by an Accidental Injury that occurs while the Covered Person is insured under this rider.

CONVERSION

When coverage under this rider terminates, conversion of AD&D coverage to an individual policy is not available.

INCONTESTABILITY

Any statement made by you is considered a representation and not a warranty. Except for fraud, we will not use such statement to contest insurance under this rider after it has been in force for two years during the Covered Person's lifetime. Except for fraud, we will not use such statement to contest an increase or benefit addition to such insurance, after the increase or benefit has been in force for two years during the Covered Person's lifetime. Fraud in the procurement of coverage under the Policy is only contestable after the coverage has been in force for two years from its effective date when permitted by applicable law in the governing jurisdiction.

The statement on which any contest is based must be material to the risk accepted or the hazard assumed by us.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

AD&D BENEFITS

We will pay an AD&D benefit according to the SCHEDULE OF BENEFITS if a Covered Person suffers a covered loss (as described below) as the result of an Accidental Injury. The Covered Person must be insured under this rider on the date of the Accidental Injury, and the cause of the loss must not be excluded.

If any benefit described below indicates that it is payable to you if living, and you are not the current owner of coverage under the Certificateor riders on the date of the loss, then those benefit proceeds are payable to the current owner. See the Portability Rider for information about the eligible Beneficiary for continued coverage after your death or divorce.

Accidental Death

A benefit is payable to the Beneficiary if an Accidental Injury causes a Covered Person's death within 180 days of the Accidental Injury. See the Certificate and riders for more information about the Beneficiary.

We will presume that the Covered Person died as a result of Accidental Injury if all of the following are true:

- The conveyance in which the Covered Person was traveling (including but not limited to an automobile, airplane, ship or train) disappears, sinks or is wrecked.
- The body of the Covered Person is not found.
- A reasonable period of time, but not more than 365 days has lapsed from the later of the date the conveyance was scheduled to arrive at its destination or the date the Covered Person was reported missing to the authorities.

If we pay an Accidental Death benefit due to the Covered Person's disappearance and it is later found that the Covered Person is alive, the benefits paid must be refunded to us.

Accidental Dismemberment

A benefit is payable if an Accidental Injury causes a Covered Person's loss of a covered limb or appendage within 180 days of the Accidental Injury. The types of and benefit amounts for covered Accidental Dismemberment losses are shown on the SCHEDULE OF BENEFITS. Accidental Dismemberment benefits are payable to you if living, otherwise to the Beneficiary.

If Accidental Injury causes more than one loss to the same covered limb or appendage, only the largest benefit for the loss will be payable.

Other Accidental Loss

A benefit is payable if an Accidental Injury causes a Covered Person's loss as described below. The benefit amounts for these covered losses are shown on the SCHEDULE OF BENEFITS. These benefits are payable to you if living, otherwise to the Beneficiary.

Loss of Sight: The Covered Person has a Loss of Sight in one or both eyes, and the Loss of Sight is continuous for 180 days following the date the Loss of Sight began.

Loss of Speech: The Covered Person has a Loss of Speech that is continuous for 180 days following the date the Loss of Speech began.

Loss of Hearing: The Covered Person has a Loss of Hearing in both ears, and the Loss of Hearing is continuous for 180 days following the date the Loss of Hearing began.

Paralysis: The Covered Person has Paralysis of one or more limbs. Only one Paralysis benefit is payable per Accidental Injury.

Coma: The Covered Person is in a Coma that is continuous for 30 days following the date the Coma began.

Additional Accident Benefits

When a benefit is payable under this rider for Accidental Death, Accidental Dismemberment or Other Accidental Loss, an Additional Accident Benefit may be payable under the terms described below. The additional benefit amounts are shown on the SCHEDULE OF BENEFITS. These benefits are payable to you if living, otherwise to the Beneficiary.

Safety Belt use: The Accidental Injury causing death occurs while the Covered Person is riding in an Automobile equipped with Safety Belts, and the Covered Person was wearing a properly fastened Safety Belt at the time of the Accidental Injury.

If the accident report or other accident records can't verify the Safety Belt use, and payment of this benefit would not otherwise be excluded, then a flat benefit amount of \$1,000 is payable.

This benefit is not payable if the death was caused or contributed to by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a Doctor, by the Covered Person or by the driver of the Automobile in which the Covered Person was riding.

Airbag use: The Accidental Injury causing death occurs while the Covered Person is riding in an Automobile equipped with an Airbag for the Covered Person's seat in which the Airbag for the Covered Person's seat operated properly upon impact at the time of the Accidental Injury. The Covered Person must also have been wearing a properly fastened Safety Belt at the time of the Accidental Injury.

If the accident report or other accident records can't verify the Airbag use, and payment of this benefit would not otherwise be excluded, then a flat benefit amount of \$1,000 is payable.

This benefit is not payable if the death was caused or contributed to by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a Doctor, by the Covered Person or by the driver of the Automobile in which the Covered Person was riding.

Transportation/Repatriation: The Covered Person's accidental death occurs at least 100 miles from the Covered Person's primary residence.

Child Care: Your dependent child under age 13 is enrolled in Child Care within 31 days of the date of your death for which a benefit is payable under this rider. You or the Beneficiary must provide proof annually that your child remains eligible. Benefits will stop when your child is no longer eligible.

If you do not have an eligible dependent child, a flat benefit amount of \$1,000 is payable.

Child education: Your dependent child is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 365 days following the date of your death for which a benefit is payable under this rider. To be considered full-time, your child's full-time school attendance must be 6 months or more in each annual period following the loss. Benefits are payable at the end of each annual period following the loss. You or the Beneficiary must provide proof annually that your child remains eligible. Benefits will stop when your child is no longer eligible.

A dependent child for this benefit has the same meaning as a Child under the Children's Life Insurance Rider.

Spouse education: Your spouse is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 365 days following the date of your death for which a benefit is payable under this rider. To be considered full-time, your spouse's full-time school attendance must be 6 months or more in each annual period following the death. Benefits are payable at the end of each annual period following the death. The Beneficiary must provide proof annually that your spouse remains eligible. Benefits will stop when your spouse is no longer eligible.

A spouse for this benefit has the same meaning as a Spouse under the Spouse Life Insurance Rider.

Occupational assault: Your loss for which a benefit is payable under this rider is the result of an intentional and unlawful act of physical violence directed at you by another person while you were performing assigned duties of your employment with the Employer. A report of criminal activity must be filed by you or on your behalf with the appropriate law enforcement authority within 48 hours of the assault. No occupational assault benefit is payable for your insured Spouse's or Child's loss. If an occupational assault benefit and a felonious assault benefit would be otherwise payable for the same loss, then only the larger of the benefits will be payable.

NOTICE OF CLAIM AND PROOF OF LOSS

You or the Beneficiary must send us written notice of claim within 90 days after the date of loss. Failure to give notice within 90 days will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Notice of claim includes proof of loss. Proof of loss for a death claim consists of a certified copy of the Covered Person's death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds. Proof of loss for any other claim consists of information from the Covered Person's Doctor, at your expense, regarding the Covered Person's loss that is covered under this rider. We may require additional information from the Employer in order to verify eligibility. Proof of loss, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s). A claim form is available from the Employer or us.

We will review proof of loss we receive in order to determine our liability and the correct payee(s).

PHYSICAL EXAMINATION

We may require the Covered Person to be examined, at our expense, by one or more Doctors or other medical practitioners of our choice. We can require an examination as often as it is reasonable to do so for the duration of a claim.

DENIALS AND APPEALS FOR PLANS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) - APPLICABLE TO ALL OTHER CLAIMS

Refer to the Certificate provision.

EXCLUSIONS

Benefits under this rider are not payable for any loss caused or contributed to by any of the following:

- Suicide or attempted suicide, or intentionally self-inflicted injury, regardless of mental capacity.
- Disease or infirmity of mind or body, or medical and surgical treatment for such disease or infirmity.
- An infection, other than an infection that is a direct result or consequence of an Accidental Injury.
- War or any act of war, whether declared or undeclared, other than acts of terrorism.
- Accidental Injury that occurs while on full-time active duty as a member of the armed forces of any country or subdivision thereof. We will refund, upon written notice of such service, any Premium that has been accepted under this rider for any period not covered as a result of this exclusion.
- Active participation in a riot, insurrection or terrorist activity.
- · Committing or attempting to commit a felony.
- Participation in an illegal occupation or activity.
- Intoxication as defined by the jurisdiction where the accident occurred.
- Voluntary intake or use by any means of any drug, other than those prescribed or administered by a Doctor and taken in accordance with the Doctor's instructions or an over-the-counter drug taken in accordance with the manufacturer's instructions.
- Voluntary intake or use by any means of poison, gas or fumes, unless a direct result of an occupational accident.
- Travel in or descent from an aircraft, if the Covered Person acted in a capacity other than as a passenger.
- Travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond the earth's atmosphere.
- · Riding in or driving an air, land or water vehicle in a race, speed or endurance contest.

Benefits under this rider are not payable for loss caused or contributed to by a Covered Person's Accidental Injury that occurs while the Covered Person is incarcerated.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

Carolyn M. Johnson President

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Jennifer M. Ogren Secretary