

YOUR LIFETIME LIFE INSURANCE PLAN

For Employees of
Bruce Oakley, Inc.

GROUP TERM LIFE INSURANCE CERTIFICATE

RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401
800-955-7736

POLICYHOLDER: Bruce Oakley, Inc.
GROUP POLICY NUMBER: 75278-9GLL
POLICY EFFECTIVE DATE: January 1, 2026
POLICY ANNIVERSARY DATE: January 1
GOVERNING JURISDICTION: Arkansas

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 TO ATTAINED AGE 121

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 life insurance are Contributory by insured Employees.

RIGHT TO EXAMINE CERTIFICATE

You may cancel your coverage for any reason within 30 days after your receipt of your initial Certificate of coverage under the Policy, provided no benefits have been paid. Contact the Policyholder to cancel your coverage and receive any Premium refund.

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



Jay S. Kaduson
President



Melissa A. O'Donnell
Secretary

TABLE OF CONTENTS

Section	page
Cover Page.....	1
Table of Contents.....	2
Schedule of Benefits.....	3
Definitions.....	5
General Provisions.....	6
Life Insurance Benefits.....	12
Exclusions.....	14

State Notices

This Certificate only insures residents of the following U.S. jurisdictions: Alabama, Arkansas, Florida, Illinois, Louisiana, Maine, Mississippi, Missouri, Nevada, New York, Oklahoma, Tennessee, Texas, and Washington

Florida residents:

The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida.

SCHEDULE OF BENEFITS

EMPLOYER: Bruce Oakley, Inc.

GROUP POLICY NUMBER: 75278-9GLL

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.

Insured Employees who are continuing coverage under the PORTABILITY provision are also an eligible class.

Insured Employees whose coverage is being continued as vested term insurance are also an eligible class.

MINIMUM HOURS REQUIREMENT

Employees: 30 hours per week

ELIGIBILITY WAITING PERIOD

Persons in an eligible class on or before the Policy effective date: End of 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 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.

WHO PAYS FOR THE COVERAGE

You pay the cost of your coverage.

LIFE INSURANCE

Eligible Class(es)	Amount
All Eligible Employees	Choice of \$5,000 to \$125,000 in \$5,000 increments

The coverage amount(s) for insured Employees who are continuing coverage under the PORTABILITY provision will be the same as the amount(s) for the eligible class of Active Employees to which the insured Employee previously belonged.

VESTING PERIOD FOR VESTED TERM INSURANCE

10 Years

MAXIMUM AMOUNT OF LIFE INSURANCE

\$125,000

BENEFIT REDUCTIONS

Your insurance amount will decrease on the later of the following as described:

- To 50% of the original amount on Attained Age 70.
- To 50% of the original amount after Certificate year 25 except never later than Attained Age 100.

All coverage amounts including vested term insurance available and any reduced insurance amounts are shown on the SCHEDULE OF CERTIFICATE COVERAGE form or forms issued to a covered Employee.

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.

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.

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.

Attained Age means your age, on your last birthday, as of the CERTIFICATE ANNIVERSARY DATE shown on your SCHEDULE OF CERTIFICATE COVERAGE.

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

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 as 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, and who is in Active Employment with the Employer in the United States. The term includes a person whose coverage is being continued under the PORTABILITY provision or as a vested term insurance, even if the person is no longer in Active Employment with the Employer.

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

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

Policyholder means the entity to which 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 or electronic or telephonic media, and which is consistent with applicable law.

Vesting Period is the number of years that Premiums must be paid for your coverage before vested term insurance becomes available in the event of discontinuation of Premium payments. The Vesting Period is shown on the SCHEDULE OF BENEFITS.

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

GENERAL PROVISIONS

ELIGIBILITY

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

- The Policy effective date.
- The date you enter an eligible class.
- The day after you complete your Eligibility Waiting Period.

ENROLLMENT

If you are eligible for coverage, you must enroll for any coverage before it will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment. While the Policyholder is administering coverage for Active Employees under the Policy, you may enroll when you become newly eligible, or following a qualifying life event as allowed by the Employer, or during an enrollment period chosen by the Employer and approved by us.

EFFECTIVE DATE OF COVERAGE

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date you are eligible for coverage, if you enroll for coverage on or before that date.
- The first day of the month that is on or next follows the date you enroll for coverage.
- The first day of the month that is on or next follows the date you return to Active Employment, if you are not in Active Employment when your coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved non-medical leave of absence and paid time off for non-medical-related absences.

SCHEDULE OF CERTIFICATE COVERAGE

We will issue one or more SCHEDULE OF CERTIFICATE COVERAGE forms to you regarding your coverage under this Certificate showing life insurance coverage amounts and vested term insurance coverage.

PREMIUMS

Once set, Premium for your life insurance remains level through the years for which Premiums are due as reflected on the SCHEDULE OF CERTIFICATE COVERAGE. Premiums for accelerated death benefits for long term care may be adjusted to reflect current Premium rates in effect on any Premium due date. If we change the Premium rates for accelerated death benefits for long term care, we will notify you or the current coverage owner at least 31 days in advance of the change. See the rider for more information on this benefit.

Premiums due on any Premium due date are determined by the amount of life insurance provided and any additional benefits under the Policy on such date, calculated using the appropriate Premium rate(s) which are in effect subject to any Premium adjustment, if applicable. We may use any reasonable method to compute the Premiums due under the Policy.

Premium adjustments include, but are not limited to, changes in coverage and Premium rates charged for those benefits, as well as changes made to adjust Premiums based on the provisions in the MISSTATEMENT OF AGE and MISSTATEMENT OF TOBACCO USE STATUS provisions.

While the Policyholder is administering your coverage under the Policy, the Policyholder is responsible for remitting all Premiums due to us.

If you are continuing your coverage under the PORTABILITY provision, all Premiums due for your coverage, including riders, must be sent by you or the current coverage owner to us on or before their due dates. Premiums are due on the first day of each quarterly period that your coverage is in force. You may request a different billing frequency after the first Premium payment. Premiums must be paid in United States dollars to our home office.

Each time you enroll for an increase in coverage, you will need to provide your current tobacco use status.

Once Premiums are paid through Attained Age 100, no additional Premium is due while your coverage remains in force.

See the VESTED TERM INSURANCE BENEFIT provision for coverage available upon discontinuance of Premium payments prior to Attained Age 100.

GRACE PERIOD

While the Policyholder is administering coverage for Active Employees under the Policy, the Policyholder has a grace period of 60 days for the payment of any Premium due except the first Premium payment. During the Policyholder's grace period, coverage under the Policy will remain in force. If the full Premium payment is not received by us by the end of the grace period, we will take over Policy administration as described in the POLICY ADMINISTRATION CHANGE provision.

If you are continuing your coverage under the PORTABILITY provision, you have a grace period of 60 days for the payment of any Premium due. During your grace period, your coverage will remain in force. If the full Premium payment is not received by us by the due date, we will give Written notification to you or the current coverage owner that if the Premium is not paid by the end of the grace period, then all coverage will end on the last day of the grace period, subject to any vested term insurance benefits available. If we fail to give such Written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving Written notice of such intent to you or the current coverage owner, and such notice will specify that all coverage will terminate if the Premium remains unpaid, subject to any vested term insurance benefits available.

A pro rata Premium payment is required for any period your coverage was in force during the grace period.

POLICY ADMINISTRATION CHANGE

We or the Policyholder may change the Policy administration from the Policyholder to us at any time. This includes an automatic Policy administration change if the Policyholder fails to remit all Premium due by the end of the Policyholder's grace period. After a change in Policy administration to us, the Policyholder will no longer collect and remit Premiums to us, and the Policyholder will no longer administer coverage under the Policy. No new Employees will be added to the Policy after a Policy administration change to us. As described under the PORTABILITY provision, we will bill you directly for the Premiums due for your coverage.

If both the Policyholder and we agree, the Policyholder may resume administering the Policy after a Policy administration change to us. The Policyholder will then resume previous responsibilities of administration, including payment of Premiums to us for Active Employees.

COVERAGE ADMINISTRATION CHANGE

The Policyholder will stop administering your coverage under the Policy on the earliest of the following dates:

- The first day of the month following the date you are no longer in an eligible class of Active Employees.
- The first day of the month following the date you are no longer in Active Employment.
- The date we take over Policy administration as described in the POLICY ADMINISTRATION CHANGE provision.

PORTABILITY

When your coverage stops being administered by the Policyholder, we will bill you directly for the Premiums due for your coverage, including any riders. Continued Premium payment is required to keep your coverage in force. You may decrease the continued coverage amount based on the available amounts on the SCHEDULE OF BENEFITS. You may not increase the continued coverage amount. All coverage continued under this provision will be considered Contributory.

Coverage continuing as vested term insurance will also be continued under this provision and stay in force at the amount available when Premium payments discontinued.

TERMINATION OF COVERAGE

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

- The last day of the month during which you voluntarily cancel your coverage.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the PREMIUMS and GRACE PERIOD provisions, and the VESTED TERM INSURANCE BENEFIT provision of this Certificate.
- The date that all life insurance coverage under this Certificate is paid as an accelerated death benefit.
- Your first Certificate coverage anniversary on or after the date you turn age 121.

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

REINSTATEMENT

If your coverage terminates, it may not be put back in force (reinstated) under the Policy. If the Policyholder is administering coverage for Active Employees under the Policy, you may be eligible to enroll for new coverage subject to the terms of 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 reduces or stops due to any of the following:

- A Policy change, if you are not eligible to add or increase Contributory term life insurance under the Policy.
- BENEFIT REDUCTIONS as described on the SCHEDULE OF BENEFITS.

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

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 in force prior to termination. Any amounts of coverage for which you remain eligible under the Policy are not eligible for conversion. Conversion does not include any additional benefits such as accelerated death benefits or waiver of Premium.

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 or the current coverage owner will be given Written notice, in person or at the last known address, of this conversion right at least 15 days before the date any part of your life insurance ends. The right to convert will expire on the later of 16 days after you or the current owner are given such notice or the end of the conversion period, but in no event will the 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.

Application for conversion may be for the entire amount of life insurance that is terminating under the Policy, or a lesser amount. The maximum amount of life insurance coverage eligible for conversion 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. When we accept the application and first premium, the conversion policy will become effective on the 32nd day after the date the life insurance under the Policy terminated or reduced.

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 was eligible for conversion will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

REPRESENTATIONS NOT WARRANTIES

All statements made by the Policyholder and you are considered representations and not warranties.

INCONTESTABILITY

We will not use any statements made by you to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written application or enrollment form relating to your insurability and which has been

Signed by you and a copy 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. 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 being covered, 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.
- End insurance validly in effect.

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.

MISSTATEMENT OF AGE

If 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.

MISSTATEMENT OF TOBACCO USE STATUS

If Premiums are based on your tobacco use status and you have misstated your tobacco use status, then we will adjust the Premium according to the correct tobacco use status. The amount payable upon your death will be the amount that the Premium would have purchased using the correct tobacco use status. During the first two years your coverage under the Policy is effective, we will make this adjustment instead of contesting your insurance for this misstatement.

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, including changing the Beneficiary designation.

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 ensure 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.

CONSUMER NOTICE

Our nearest servicing office is in Minneapolis, Minnesota.

Address: 250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

Telephone Number: 877-236-7564

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department

1 Commerce Way, Suite 102

Little Rock, Arkansas 72202

(501) 371-2640 or (800) 852-5494

ENTIRE CONTRACT

Coverage for insured Employees is provided under a contract of group term life 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 and endorsements issued.
- The Policyholder's Signed application, a copy of which is attached to the Policy when issued.
- The SCHEDULE OF CERTIFICATE COVERAGE and SCHEDULE OF COVERAGE FOR SPOUSE LIFE INSURANCE forms issued to insured Employees.

CONFORMITY WITH STATE AND FEDERAL LAWS

Any provision of the Policy that is contrary to the law of the governing jurisdiction or with any other applicable law is amended to meet the minimum requirements of the law.

ADDITIONAL SERVICES DISCLOSURE

In addition to the insurance coverage provided by the Policy, we may offer non-insurance benefits, such as employee assistance or wellness programs provided by third party vendors. Charges for these additional services and all or a portion of the cost for these additional services may be remitted to us by the Policyholder or directly billed to insureds as agreed to by the Policyholder. Third party vendors are solely liable for providing additional services. We will not be responsible for third party vendors providing or failing to provide the additional services to eligible individuals. Further, we will not be liable to eligible individuals for the negligent provision of the additional services by third party vendors. These services are subject to change and may be discontinued at any time.

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 or endorsements 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 applicable regulatory body in the governing jurisdiction. We will provide a copy of the rider or endorsement to the Policyholder for attachment to the Policy, and also for the Employees if the change affects the Certificate(s).

Riders and endorsements are subject to prior approval by the appropriate regulatory body in the governing jurisdiction. A rider or endorsement 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 the Policy or waive any 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 current death benefit is the amount of life insurance shown on your SCHEDULE OF CERTIFICATE COVERAGE form or forms in effect on the date of your death. Life insurance amounts are based on the amounts shown on this Certificate's SCHEDULE OF BENEFITS including any reductions.

The death benefit will include any Premium paid beyond the date of your death or will be reduced by any unpaid Premium due and unpaid at the date of your death.

While Premiums due are paid, your life insurance amount remains level until the later of Attained Age 70 or 25 Certificate years. After this initial period, the life insurance amount is reduced to 50% of the initial amount until Attained Age 121.

VESTED TERM INSURANCE BENEFIT

A vested term insurance benefit is the amount of life insurance available if you discontinue paying Premium after having paid Premium for a period of time. In order to be eligible for this benefit, Premium must be paid through the Vesting Period shown on the SCHEDULE OF BENEFITS. If you stop paying Premium and your coverage terminates during the Vesting Period, no vested benefit is available. After the Vesting Period, coverage may continue as a vested term insurance benefit. The amount of coverage available will vary depending on how long you paid Premium. If your coverage continues under this provision, the vested term insurance amount will be shown on your SCHEDULE OF CERTIFICATE COVERAGE.

Once coverage is continued as a vested term insurance benefit, additional Premium payments at a later date will not be accepted to increase coverage.

Vested term insurance will not include any additional benefit riders. See the Spouse Life Insurance Rider for any available vested term insurance for spouse coverage.

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.

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.
2. Your natural and adopted children.
3. Your grandchildren.
4. Your parents.
5. Your siblings.
6. Your estate.

"Spouse" in this provision means your lawful spouse.

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.

If the Beneficiary or survivor eligible to receive proceeds has a special needs trust established, we will make payment to that person's trust instead of to the person directly.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum which may include, but is not limited to, an interest bearing draft account. 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.

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.

OVERPAYMENTS

We have the right to recover any overpayment of proceeds made due to fraud or error in the claim process. We will notify the Beneficiary in Writing of any overpayments made and the method by which the repayment is to be made. We will not recover more money than the amount of the overpayment.

EXCLUSIONS

If you commit suicide while sane or insane within two years of the date your insurance starts, we will refund to the Beneficiary any Premiums paid instead of paying a death benefit. The two year period includes the period you were continuously covered under the Policy and any previous group term life policy(ies) issued to the Policyholder during your lifetime.

If you commit suicide while sane or insane within two years from the date an increase in life insurance became effective, we will pay a death benefit for the amount of insurance that was effective before the increase. We will refund to the Beneficiary any Premiums paid for the increased amount of insurance.

SPOUSE LIFE INSURANCE RIDER
RELIASTAR LIFE INSURANCE COMPANY
250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

POLICYHOLDER: Bruce Oakley, Inc.

GROUP POLICY NUMBER: 75278-9GLL

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.

CONTENTS

Section	Page
Schedule of Benefits.....	1
Definitions.....	2
General Provisions.....	2
Life Insurance Benefits.....	7
Exclusions.....	8

SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

SPOUSE LIFE INSURANCE

Eligible Class(es)	Amount
Spouse	Choice of \$5,000 to \$75,000 in \$5,000 increments

The coverage amount for Spouses of insured Employees who are continuing coverage under a PORTABILITY provision will be the same as the amount for the eligible class of Active Employees to which the insured Employee previously belonged.

VESTING PERIOD FOR VESTED TERM SPOUSE INSURANCE

10 Years

MAXIMUM AMOUNT OF SPOUSE LIFE INSURANCE

\$75,000

The Spouse life insurance amount may not exceed the Employee life insurance amount in force.

BENEFIT REDUCTIONS

The Spouse insurance amount will decrease on the later of the following as described:

- To 50% of the original amount on your Spouse's Attained Age 70.
- To 50% of the original amount after Spouse rider year 25 except never later than your Spouse's Attained Age 100.

All coverage amounts including vested term insurance available and any reduced insurance amounts are shown on the SCHEDULE OF SPOUSE RIDER COVERAGE form or forms issued to a covered Employee.

DEFINITIONS

Spouse means your lawful spouse.

GENERAL PROVISIONS

ELIGIBILITY

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

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

If your Spouse is covered under the Policy as an Employee, then your Spouse is not eligible for coverage under this rider.

ENROLLMENT

If you have a Spouse eligible for coverage under this rider, you must enroll for Spouse coverage before it will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment. While the Policyholder is administering coverage for Active Employees under the Policy, you may enroll for Spouse coverage when you become newly eligible, or following a qualifying life event as allowed by the Employer, or during an enrollment period chosen by the Employer and approved by us.

EFFECTIVE DATE OF COVERAGE

Your Spouse will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date your Spouse is eligible for coverage, if you enroll for Spouse coverage on or before that date.
- The first day of the month that is on or next follows the date you enroll for Spouse coverage.
- The first day of the month that is on or next follows the date you return to Active Employment, if you are not in Active Employment when your Spouse's coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved nonmedical leave of absence and paid time off for nonmedical-related absences.

SCHEDULE OF SPOUSE RIDER INSURANCE COVERAGE

We will issue one or more SCHEDULE OF SPOUSE RIDER COVERAGE forms to you regarding coverage under this rider for your Spouse showing the Spouse life insurance coverage amounts and vested term insurance coverage.

PREMIUMS

Once set, the Premium for your Spouse life insurance remains level through the years for which Premiums are due as reflected on your SCHEDULE OF CERTIFICATE COVERAGE. Premiums due on any Premium due date are determined by the amount of insurance provided by this rider on such date, calculated using the appropriate Premium rate(s) which are in effect subject to any Premium adjustment if applicable. We may use any reasonable method to compute the Premiums due for this rider.

Premium adjustments include but are not limited to changes in coverage and Premium rates charged for those benefits as well as changes made to adjust Premiums based on the provisions in the MISSTATEMENT OF AGE and MISSTATEMENT OF TOBACCO USE STATUS provisions.

While the Policyholder is administering your coverage under the Policy, the Policyholder is responsible for remitting all Premiums due to us.

Refer to the PREMIUMS provision in the Certificate if you are continuing coverage under the PORTABILITY provisions of the Certificate and this rider.

Refer to the PORTABILITY FOLLOWING DEATH OR DIVORCE provision of this rider if your Spouse is continuing coverage due to your death or divorce.

Each time you enroll for an increase in Spouse coverage, you will need to provide your Spouse's current tobacco use status.

Once Premiums are paid through your Spouse's Attained Age 100, your Spouse's coverage is fully paid for and no additional Premium is due.

See the VESTED TERM INSURANCE BENEFIT provision for coverage available upon discontinuance of Premium payments prior to your Spouse's Attained Age 100.

GRACE PERIOD

Refer to the GRACE PERIOD provision in the Certificate if you are continuing coverage under the Certificate's PORTABILITY provision.

If your Spouse is continuing coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision, your Spouse has a grace period of 60 days for the payment of any Premium due. During the grace period, your Spouse's coverage will remain in force. If the full Premium payment is not received by us by the due date, we will give Written notification to your Spouse or the current coverage owner that if the Premium is not paid by the end of the grace period, then all coverage under this rider will terminate on the last day of the grace period, subject to any vested term insurance available. If we fail to give such Written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving Written notice of such intent to your Spouse or the current coverage owner, and such notice will specify that all coverage under this rider will terminate if the Premium remains unpaid, subject to any vested term insurance available.

A pro rata Premium payment is required for any period your Spouse's coverage was in force during the grace period.

PORTABILITY

If you continue your life insurance under the Certificate's PORTABILITY provision, then your Spouse's coverage under this rider may also be continued at the same time. Continued Premium payment is required to keep your Spouse's coverage in force. You may decrease the continued Spouse coverage amount based on the available amounts on the SCHEDULE OF BENEFITS. You may not increase the continued Spouse coverage amount. Continued Spouse coverage under this provision is subject to all the terms of this rider. Coverage continuing as vested term insurance will also be continued under this provision and stays in force at the amount available when Premium payments discontinued.

PORTABILITY FOLLOWING DEATH OR DIVORCE

If you die or divorce, your Spouse may elect to continue Spouse coverage under this rider if certain conditions are met. Your Spouse must have been insured under this rider on the date of your death or divorce, and your Spouse must elect portability and pay the first premium within 31 days of the date of your death or divorce. For coverage continuing as vested insurance only election of portability is required within 31 days of the date of your death or divorce.

Your Spouse will be given notice of portability and conversion rights when your Spouse's life insurance ends due to death or divorce. Your Spouse's portability rights will expire on the later of 16 days after your Spouse is given such notice or the end of the conversion period, but in no event will your Spouse's portability rights extend beyond 60 days after the expiration of the conversion period.

Any amounts of life insurance for which an application for conversion has been received by us are not eligible for portability under this rider.

If your Spouse dies within 31 days of the date your Spouse becomes eligible for portability under this provision (the "conversion period"), any Spouse life insurance amount that was eligible for conversion will be payable according to the CONVERSION provision of this rider. Any unearned Premiums paid for portability will be refunded to the Beneficiary.

If your Spouse continues coverage under this provision, your Spouse will become the owner of their Spouse coverage under this rider. The SCHEDULE OF SPOUSE RIDER COVERAGE will be issued to your Spouse at this time. Your Spouse may decrease the continued Spouse coverage amount based on the amounts available on the SCHEDULE OF BENEFITS. Your Spouse may not increase the continued coverage amount. Coverage continued under this provision is subject to all the terms of this rider.

Premiums will be billed directly to your Spouse or the current owner as applicable. Continued premium payment is required to keep coverage in force. Once coverage is continued under this provision, the Premium for the continued coverage will be reflected on the SCHEDULE OF SPOUSE RIDER COVERAGE. Coverage continuing as vested term insurance will also be continued under this provision and stays in force at the amount available when Premium payments discontinued.

If your Spouse is continuing coverage under this provision, all Premiums due for this rider must be sent by your Spouse or the current coverage owner to us on or before their due dates. Premiums are due on the first day of each quarterly period that coverage is in force. Your Spouse may request a different billing frequency after the first premium payment. Premiums must be paid in United States dollars to our home office. Life insurance continues at level premiums. Premiums for accelerated death benefits for long term care may be adjusted to reflect current Premium rates in effect on any Premium due date. If we change the Premium rates for accelerated death benefits for long term care we will notify your Spouse or the current coverage owner at least 31 days in advance of the change. See the rider for more information on this benefit.

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

- 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 PREMIUMS, GRACE PERIOD and the VESTED TERM INSURANCE BENEFIT provisions of this rider.
- The date your Spouse voluntarily cancels coverage under this rider.
- The date your Spouse's coverage terminates under the TERMINATION OF RIDER COVERAGE provision.

TERMINATION OF RIDER COVERAGE

Coverage for your Spouse under this rider ends on the earliest of the following dates:

- The date your life insurance terminates. **Exception:** This does not affect any coverage already being continued by your Spouse under a PORTABILITY provision due to death or divorce.
- The date coverage under this rider is terminated for all Active Employees under the Policy. **Exception:** This does not affect any coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong. **Exception:** This does not affect any coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The last day of the month during which you voluntarily cancel coverage under this rider.
- The last day of the month during which your Spouse voluntarily cancels coverage under this rider, if your Spouse was continuing coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision.
- The last day of the month during which your Spouse is no longer an eligible Spouse as defined by this rider. See the PORTABILITY FOLLOWING DEATH OR DIVORCE provision in this rider.
- The end of the period for which Premiums for coverage under this rider are paid if the next Premium is not paid by its due date, subject to the PREMIUMS, GRACE PERIOD and the VESTED TERM INSURANCE BENEFIT provisions of this rider.
- The date that all Spouse coverage under this rider is paid as an accelerated death benefit.
- The first Spouse rider coverage anniversary on or after the date your Spouse turns age 121.

We will pay benefits for a loss that occurs while your Spouse is insured under this rider.

REINSTATEMENT

If your Spouse coverage under this rider terminates, it may not be put back in force (reinstated) under the Policy. If the Policyholder is administering coverage for Active Employees, you may be eligible to enroll for new Spouse life insurance coverage subject to the terms of the Certificate and this rider.

CONVERSION OF SPOUSE LIFE INSURANCE

You may convert Spouse life insurance, without evidence of insurability, to an individual life insurance policy if Spouse life insurance under this rider reduces or stops due to any of the following:

- Termination of your life insurance due to the payment of an accelerated death benefit.
- A Policy change, if you are not eligible to add or increase Spouse life insurance under this rider.
- BENEFIT REDUCTIONS as described on the SCHEDULE OF BENEFITS, other than when your Spouse is continuing coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision.

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

Your Spouse may convert Spouse life insurance, without evidence of insurability, to an individual life insurance policy if Spouse life insurance under this rider stops because your Spouse is no longer an eligible Spouse as defined, or because of your death.

Your Spouse who is continuing coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision may also convert any part of Spouse life insurance that reduces or stops due to BENEFIT REDUCTIONS as described on the SCHEDULE OF BENEFITS. If your Spouse has made an absolute assignment of Spouse insurance, only the current owner may apply for conversion under this condition.

Only life insurance is eligible for conversion. The maximum amount of life insurance eligible for conversion cannot be greater than the amount of Spouse life insurance in force prior to termination. Conversion does not include any additional benefits such as accelerated death benefits or waiver of Premium. Any amounts of coverage for which your Spouse remains eligible under the Policy are not eligible for conversion.

To convert Spouse life insurance, application must be made and the first premium paid to us within 31 days of the date any part of Spouse life insurance under this rider terminates (the "conversion period"). You or the current coverage owner will be given Written notice, in person or at the last known address, of this conversion right at least 15 days before the date any part of Spouse life insurance ends. The right to convert will expire on the later of 16 days after you or the current owner are given such notice or the end of the conversion period, but in no event will the 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.

Application for conversion may be for the entire amount of Spouse life insurance that is terminating under this rider, or a lesser amount. The maximum amount of Spouse life insurance coverage eligible for conversion will be reduced by any amount of Spouse 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 Spouse's class of risk, and your Spouse's 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. When we accept the 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, Spouse life insurance will continue under the terms of this rider. If your Spouse dies within the conversion period, any life insurance amount that was eligible for conversion will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

REPRESENTATIONS NOT WARRANTIES

All statements made by the Policyholder and you or your Spouse are considered representations and not warranties.

INCONTESTABILITY

We will not use any statements made by you or your Spouse to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written application or enrollment form relating to your Spouse's insurability and which has been Signed by you or your Spouse and a copy 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 Spouse'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 your Spouse'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.

CLERICAL ERROR

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

- Prevent your Spouse from being covered, if your Spouse is entitled to coverage under the terms of the Policy.
- Cause coverage to begin or continue when the coverage would not otherwise be effective.
- End insurance validly in effect.

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

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

MISSTATEMENT OF AGE

If you have misstated your Spouse's age, then your Spouse's correct age will be used to determine if insurance under this rider is in effect and, as appropriate, the Premium and/or benefits will be adjusted. We may require satisfactory proof of your Spouse's age before paying any claim.

MISSTATEMENT OF TOBACCO USE STATUS

If Premiums are based on your Spouse's tobacco use status and you have misstated your Spouse's tobacco use status, then we will adjust the Premium according to the correct tobacco use status. The amount payable upon your Spouse's death will be the amount that the Premium would have purchased using the correct tobacco use status. During the first two years your Spouse's coverage under this rider is effective, we will make this adjustment instead of contesting your Spouse's insurance for this misstatement.

ASSIGNMENT

Refer to the ASSIGNMENT provision in the Certificate.

If you previously made an absolute assignment of your insurance, the current owner's rights regarding your Spouse's insurance will terminate on the date of your death or divorce. Your Spouse as the new owner of Spouse coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision may make an absolute assignment of insurance, as described in the ASSIGNMENT provision of the Certificate.

BENEFICIARY

Other than as described below, you are the Beneficiary for proceeds that become payable under this rider at your Spouse's death. If you have made an absolute assignment of your insurance, then during your lifetime the current owner is the Beneficiary. You, or the current owner if ownership was assigned, are automatically the Beneficiary for these proceeds and this designation may not be changed. Please refer to the LIFE INSURANCE BENEFITS section for more information about payment.

BENEFICIARY FOR PORTABILITY FOLLOWING DEATH OR DIVORCE

For coverage continued under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision, the Beneficiary is named by your Spouse to receive any proceeds payable at your Spouse's death. While your Spouse's coverage is in force under this provision, your Spouse may change the Beneficiary by Written request on a form that is acceptable to us. A Beneficiary designation form is available from us. An accepted designation will take effect as of the date it is Signed but will not affect any payment we make or action we take before receiving the Signed form. If your Spouse has made an absolute assignment of insurance, only the current owner may change the Beneficiary designation for proceeds payable at your Spouse's death.

If an irrevocable Beneficiary is named for proceeds payable at your Spouse's death, the Beneficiary designation can only be changed with the consent of the irrevocable Beneficiary.

There can be one or more Beneficiaries for proceeds payable at your Spouse's death. 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 your Spouse, 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 your Spouse.

LIFE INSURANCE BENEFITS

We pay a death benefit to the Beneficiary if we receive Written proof that your Spouse died while Spouse insurance under this rider is in force. The current death benefit is the amount of life insurance shown on the SCHEDULE OF SPOUSE RIDER COVERAGE in effect on the date of your Spouse's death. Life insurance amounts are based on the amounts shown on this rider's SCHEDULE OF BENEFITS including any reductions.

The death benefit will include any premium paid beyond the date of your Spouse's death or will be reduced by any unpaid premium due and unpaid at the date of your Spouse's death.

Your Spouse's life insurance amount remains level until the later of your Spouse's Attained Age 70 or 25 rider years. After this initial period, the life insurance amount is reduced to 50% of the initial amount until your Spouse's Attained Age 121.

VESTED TERM INSURANCE BENEFIT

A vested term insurance benefit is the amount of life insurance available if you discontinue paying Premium after having paid Premium for a period of time. In order to be eligible for this benefit, Premium must be paid through the Vesting Period shown on the SCHEDULE OF BENEFITS. If you stop paying Premium and your Spouse's coverage terminates during the Vesting Period, no vested benefit is available. After the Vesting Period, your Spouse's coverage will continue as a vested term insurance benefit. The amount of coverage available will vary depending on how long you paid Premium. If your Spouse's coverage continues under this provision, the vested term insurance amount will be shown on the SCHEDULE OF SPOUSE RIDER COVERAGE.

Once coverage is continued as a vested term insurance benefit, additional Premium payments at a later date will not be accepted to increase coverage.

Vested term insurance will not include any additional benefit riders.

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.

Proof of loss consists of a certified copy of your Spouse's 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 rider.

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 Spouse's death. **Exception:** If your Spouse dies during the conversion period following your death and you would otherwise have been the Beneficiary, we will pay the proceeds to your estate.

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

If the Beneficiary eligible to receive proceeds has a special needs trust established, we will make payment to that person's trust instead of to the person directly.

If your Spouse was continuing coverage under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision and there is no eligible Beneficiary on the date of your Spouse's death, we will pay the proceeds to your Spouse's estate.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum which may include but is not limited to an interest bearing draft account. 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 Spouse's 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.

LEGAL ACTION

The time period during which any person can start legal action 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 Spouse's coverage.

OVERPAYMENTS

We have the right to recover any overpayment of proceeds made due to fraud or error in the claim process. We will notify the Beneficiary in Writing of any overpayments made and the method by which the repayment is to be made. We will not recover more money than the amount of the overpayment.

EXCLUSIONS

If your Spouse commits suicide while sane or insane within two years of the date Spouse insurance starts, we will refund to the Beneficiary any Premiums paid instead of paying a death benefit. The two year period includes the period your Spouse was continuously covered under this rider and any previous group life insurance policy(ies) or rider(s) issued to the Policyholder during your Spouse's lifetime.

If your Spouse commits suicide while sane or insane within two years from the date an increase in Spouse life insurance became effective, we will pay a death benefit for the amount of insurance that was effective before the increase. We will refund to the Beneficiary any Premiums paid for the increased amount of insurance.

Executed at our home office:
250 Marquette Avenue
Suite 900
Minneapolis, MN 55401



Jay S. Kaduson
President



Melissa A. O'Donnell
Secretary

CHILDREN'S TERM LIFE INSURANCE RIDER

RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

POLICYHOLDER: Bruce Oakley, Inc.

GROUP POLICY NUMBER: 75278-9GLL

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.

CONTENTS

Section	Page
Schedule of Benefits.....	1
Definitions.....	2
General Provisions.....	3
Life Insurance Benefits.....	8
Exclusions.....	9

SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

CHILDREN'S TERM LIFE INSURANCE

Eligible Children	Amount
From live birth to age 26	Choice of \$5,000 or \$10,000 or \$15,000 or \$20,000 or \$25,000

The coverage amount for Children of insured Employees who are continuing coverage under a PORTABILITY provision will be the same as the amount for the eligible class of Active Employees to which the insured Employee previously belonged.

MAXIMUM AMOUNT OF CHILDREN'S LIFE INSURANCE

\$25,000

The Children's life insurance amount may not exceed the Employee life insurance amount in force.

DEFINITIONS

Child or **Children** means a child from live birth but less than 26 years of age, and who is one of the following:

- Your natural or adopted child (including a child placed for adoption).
- Your stepchild.
- Your foster child or a child for whom you are a legal guardian.

The child must also meet all of the following conditions:

- Not be on full-time active duty in the armed forces of any country or subdivision thereof.
- Legally reside in the United States or its territories or possessions.
- Not be insured under the Policy as an Employee or Spouse.
- Not be insured by an individual policy that was issued under any conversion right of this rider.

This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office at our expense. If the Child becomes capable of self-sustaining employment and proof of the Child's incapacity can no longer be furnished to us, your Child's life insurance may be converted to an individual life insurance policy as described in the CONVERSION provision of this rider.

GENERAL PROVISIONS

ELIGIBILITY

If you are covered under the Policy, then your Children are eligible under 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.
- The date you acquire a Child by marriage, birth or adoption.

If your Child is covered under the Policy as an Employee, then your Child is not eligible for coverage under this rider.

If both you and your Spouse are covered under the Policy as an Employee, then only one of you may cover your Children under this rider.

ENROLLMENT

If you have a Child eligible for coverage under this rider, you must enroll for Children's coverage before it will become effective. We or the Employer will provide you with the forms or information needed to complete your enrollment. While the Policyholder is administering coverage for Active Employees under the Policy, you may enroll for Children's coverage when you become newly eligible, or following a qualifying life event as allowed by the Employer, or during an enrollment period chosen by the Employer and approved by us.

EFFECTIVE DATE OF COVERAGE

Your Children will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date your Children are eligible for coverage, if you enroll for Children's coverage on or before that date.
- The first day of the month that is on or next follows the date you enroll for Children's coverage.
- The first day of the month that is on or next follows the date you return to Active Employment, if you are not in Active Employment when your Children's coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved nonmedical leave of absence and paid time off for nonmedical-related absences.

If you have coverage under this rider and you acquire a new eligible Child due to birth, marriage or adoption, then the newly eligible Child will be covered automatically from the date of the event. No additional premium is required.

PREMIUMS

Premiums due on any Premium due date are determined by the amount of insurance provided by this rider on such date, calculated using the appropriate Premium rate(s) which are in effect subject to any Premium adjustment if applicable. We may use any reasonable method to compute the Premiums due for this rider.

While the Policyholder is administering your coverage under the Policy, the Policyholder is responsible for remitting all Premiums due to us.

Refer to the PREMIUMS provision in the Certificate if you are continuing coverage under the PORTABILITY provisions of the Certificate and this rider.

If your Spouse is continuing Children's coverage under the PORTABILITY FOLLOWING DEATH provision, all Premiums due for this rider must be sent by your Spouse or the current coverage owner to us on or before their due dates. Premiums are due on the first day of each quarterly period that coverage is in force. Your Spouse may request a different billing frequency after the first premium payment. The Premium must be paid in United States dollars to our home office. We may change the Premium rates for this rider at any time upon 31 days Written notice to your Spouse or the current coverage owner.

GRACE PERIOD

Refer to the GRACE PERIOD provision in the Certificate if you are continuing coverage under the Certificate's PORTABILITY provision.

If your Spouse is continuing Children's coverage under the PORTABILITY FOLLOWING DEATH provision, your Spouse has a grace period of 31 days for the payment of any Premium due. During the grace period, your Children's coverage will remain in force. If the full Premium payment is not received by us by the due date, we will give Written notification to your Spouse or the current coverage owner that if the Premium is not paid by the end of the grace period, then all coverage under this rider will terminate on the last day of the grace period. If we fail to give such Written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving Written notice of such intent to your Spouse or the current coverage owner, and such notice will specify that all coverage under this rider will terminate if the Premium remains unpaid.

A pro rata Premium payment is required for any period your Children's coverage was in force during the grace period.

PORTABILITY

If you continue your life insurance under the Certificate's PORTABILITY provision, then this rider may also be continued during portability. Continued Premium payment is required to keep this rider in force. You may decrease the continued coverage amount based on the available amounts on the SCHEDULE OF BENEFITS. You may not increase the continued coverage amount.

PORTABILITY FOLLOWING DEATH

If you die and your Spouse elects to continue Spouse coverage under the Spouse Life Insurance Rider, then this rider may also be continued by your Spouse. Children are eligible for coverage only if they would have been eligible under the terms of this rider prior to the death of the Employee.

Any amounts of life insurance for which an application for conversion has been received by us are not eligible for portability under this rider.

If your Spouse dies within 31 days of the date your Spouse becomes eligible for portability under this provision (the "conversion period"), any Children's life insurance amount that was eligible for conversion will be payable according to the CONVERSION provision of this rider. Any unearned Premiums paid for portability will be refunded to the Beneficiary.

If your Spouse continues coverage under this provision, your Spouse will become the owner of the Children's coverage under this rider. Your Spouse may decrease the continued Children's coverage amount based on the available amounts on the SCHEDULE OF BENEFITS. Your Spouse may not increase the continued coverage amount. Coverage continued under this provision is subject to all the terms of this rider.

Premiums will be billed directly to your Spouse or the current owner as applicable. Continued premium payment is required to keep coverage in force.

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

- 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 provision.
- The date your Spouse voluntarily cancels coverage under this rider.
- The date your Spouse's coverage terminates or continues as vested insurance.
- The date your Children's coverage terminates under the TERMINATION OF RIDER COVERAGE provision.

TERMINATION OF RIDER COVERAGE

Coverage for each of your Children under this rider ends on the earliest of the following:

- The last day of the month during which the Child is no longer an eligible Child as defined by this rider. Eligibility of a Child who is incapable of self-sustaining employment due to physical or intellectual disability ends when there is no longer evidence satisfactory to us that the incapacity is continuing.
- The date coverage for all your Children ends as described below.
- The date that all coverage under this rider for that Child is paid as an accelerated death benefit.

Coverage for all your Children under this rider ends on the earliest of the following:

- The date your life insurance terminates. See the PORTABILITY FOLLOWING DEATH provision if termination is due to death.
- The date your life insurance is continued as a vested term insurance benefit.
- The date coverage under this rider is terminated for all Active Employees under the Policy. **Exception:** This does not affect any Children's coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong. **Exception:** This does not affect any Children's coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The last day of the month during which you voluntarily cancel coverage under this rider.
- The last day of the month during which you no longer have any eligible Children as defined by this rider.
- The date your Spouse's life insurance terminates, if your Spouse was continuing Children's coverage under the PORTABILITY FOLLOWING DEATH provision.
- The end of the period for which Premiums for coverage under this rider are paid if the next Premium is not paid by its due date, subject to the GRACE PERIOD provision of this rider.
- The date that all coverage under this rider for all Children is paid as an accelerated death benefit.

We will pay benefits for a loss that occurs while your Child is insured under this rider.

REINSTATEMENT

If your Children's coverage under this rider terminates, it may not be put back in force (reinstated) under the Policy. If the Policyholder is administering coverage for Active Employees, you may be eligible to enroll for new Children's term life insurance coverage subject to the terms of the Certificate and this rider.

CONVERSION OF CHILDREN'S TERM LIFE INSURANCE

You may convert each Child's life insurance, without evidence of insurability, to an individual life insurance policy if your Child's life insurance under this rider reduces or stops due to any of the following:

- Termination of your life insurance due to the payment of an accelerated death benefit.
- A Policy change, if you are not eligible to add or increase Children's term life insurance under this rider.

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

Your Child may convert Children's life insurance, without evidence of insurability, to an individual life insurance policy if that Child's life insurance under this rider stops because your Child is no longer an eligible Child as defined, or because of your death. Your Child may also convert any part of Children's life insurance that stops due to your Spouse's death while your Spouse was continuing this rider under the PORTABILITY FOLLOWING DEATH provision. If a Child is too young to contract for life insurance, then a parent or a court-appointed guardian of the Child may apply for conversion of that Child's coverage.

If your Spouse is continuing Children's coverage under the PORTABILITY FOLLOWING DEATH provision, then your Spouse may convert Children's life insurance, without evidence of insurability, to an individual life insurance policy if Children's life insurance under this rider stops due the termination of your Spouse's life insurance coverage following the payment a Spouse accelerated death benefit. If your Spouse has made an absolute assignment of insurance, only the current owner may apply for conversion under this condition.

Only life insurance is eligible for conversion. Conversion does not include any additional benefits such as accelerated death benefits or waiver of Premium. Any amounts of coverage for which your Child remains eligible under the Policy are not eligible for conversion.

To convert Children's life insurance, application must be made and the first premium paid to us within 31 days of the date any part of a Child's life insurance under this rider terminates (the "conversion period"). You, your Child, their legal guardian or the current coverage owner (as applicable) will be given Written notice, in person or at the last known address, of this conversion right at least 15 days before the date any part of Children's life insurance ends. The right to convert will expire on the later of 16 days after you or the applicable person are given such notice or the end of the conversion period, but in no event will the 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.

Application for conversion may be for the entire amount of Children's life insurance that is terminating under this rider, or a lesser amount. The maximum amount of Children's life insurance coverage eligible for conversion will be reduced by any amount of Children's 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 Child's class of risk, and your Child's 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. When we accept the 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, Children's life insurance will continue under the terms of this rider. If your Child dies within the conversion period, any life insurance amount that was eligible for conversion will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

REPRESENTATIONS NOT WARRANTIES

All statements made by the Policyholder and you or your Child or the Child's legal guardian are considered representations and not warranties.

INCONTESTABILITY

We will not use any statements by you or your Child or the Child's legal guardian to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written application or enrollment form relating to your Child's insurability which has been Signed by you or your Child or the Child's legal guardian 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 Child'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 your Child'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.

CLERICAL ERROR

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

- Prevent your Child from being covered, if your Child is entitled to coverage under the terms of the Policy.
- Cause coverage to begin or continue when the coverage would not otherwise be effective.
- End insurance validly in effect.

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

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

ASSIGNMENT

Refer to the ASSIGNMENT provision in the Certificate.

If you previously made an absolute assignment of your insurance, the current owner's rights regarding your Children's insurance will terminate on the date of your death. Your Spouse as the new owner of Children's coverage under the PORTABILITY FOLLOWING DEATH provision may make an absolute assignment of insurance, as described in the ASSIGNMENT provision of the Certificate.

BENEFICIARY

Other than as described below, you are the Beneficiary for proceeds that become payable under this rider at your Child's death. If you have made an absolute assignment of your insurance, then during your lifetime the current owner is the Beneficiary. You, or the current owner if ownership was assigned, are automatically the Beneficiary for these proceeds and this designation may not be changed. Please refer to the LIFE INSURANCE BENEFITS section for more information about payment.

BENEFICIARY FOR PORTABILITY FOLLOWING DEATH

Your Spouse is the Beneficiary for coverage continued under the PORTABILITY FOLLOWING DEATH provision. This Beneficiary designation may not be changed. If your Spouse has made an absolute assignment of insurance, then during your Spouse's lifetime those proceeds are payable to the current owner.

LIFE INSURANCE BENEFITS

We pay a death benefit to the Beneficiary if we receive Written proof that an eligible Child died while Children's insurance under this rider is in force. The death benefit is the amount of Children's life insurance on that Child as shown on the SCHEDULE OF BENEFITS in effect on the date of your Child's death.

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.

Proof of loss consists of a certified copy of your Child's 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 rider.

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 Child's death. **Exception:** If your Child dies during the conversion period following your death and you would otherwise have been the Beneficiary, we will pay the proceeds to your estate.

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

If the Beneficiary eligible to received proceeds has a special needs trust established, we will make payment to that person's trust instead of to the person directly.

If your Spouse was continuing coverage under the PORTABILITY FOLLOWING DEATH provision and there is no eligible Beneficiary on the date of your Spouse's death, we will pay the proceeds to your Spouse's estate.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum which may include but is not limited to an interest bearing draft account. 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 Child's 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.

LEGAL ACTION

The time period during which any person can start legal action 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 Children's coverage.

EXCLUSIONS

If your Child commits suicide while sane or insane within two years of the date Children's insurance starts, we will refund to the Beneficiary any Premiums paid instead of paying a death benefit. The two year period includes the period your Child was continuously covered under this rider and any previous group term life insurance policy(ies) or rider(s) issued to the Policyholder during your Child's lifetime.

If your Child commits suicide while sane or insane within two years from the date an increase in Children's life insurance became effective, we will pay a death benefit for the amount of insurance that was effective before the increase. We will refund to the Beneficiary any Premiums paid for the increased amount of insurance.

Executed at our home office:
250 Marquette Avenue
Suite 900
Minneapolis, MN 55401



Jay S. Kaduson
President



Melissa A. O'Donnell
Secretary

CONTINUATION OF INSURANCE RIDER

RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

POLICYHOLDER: Bruce Oakley, Inc.

GROUP POLICY NUMBER: 75278-9GLL

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.

CONTENTS

Section	Page
Definitions.....	1
General Provisions.....	2
Continuation of Insurance.....	3

DEFINITIONS

Covered Person means:

- You, if you are covered for life insurance under the Policy.
- Your Spouse who is covered under the Spouse Life Insurance Rider.
- Your Children who are covered under the Children's Term Life Insurance Rider.

Doctor means a person other than you or any family member, who is licensed to practice medicine in the state in which treatment is received and is providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical doctor. 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.

Furlough means you remain an Employee of the Employer; however, the Employer requires or requests your absence from Active Employment for a limited period of time and for which continuation of life insurance is available under the Employer's formal policy for furloughs. A furlough is not intended to be permanent. Furlough also includes suspension of Active Employment caused by unanticipated plant closings that are not expected to be permanent. Furlough does not include a reduction in hours worked or a Temporary Layoff.

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. Normal vacation time is not considered a Leave of Absence.

Labor Strike 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 labor strikes.

Material Work Schedule Change means the Employer has reduced your normal working hours by imposing mandatory unpaid time, and as a result you no longer meet the required minimum hours for Active Employment under the Policy. A Material Work Schedule Change must be for a limited period of time, must not intended to be permanent, and continuation of life insurance must be available under the Employer's formal policy for such changes.

Quarantine means you are absent from Active Employment for a period of time during which you are placed in enforced isolation as recommended by public health authority guidance or ordered by a Doctor in connection with carrying or having been exposed to an infectious and contagious disease. Any absence from Active Employment due to Quarantine is subject to approval in writing by the Employer.

Severance means your Active Employment is terminated but continuation of life insurance is available under a severance plan provided by the Employer.

Temporary Layoff means you are absent from Active Employment and no longer an Employee of the Employer for a limited period of time for which continuation of life insurance is available under the Employer's formal policy 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 occupation, and you are unable to perform any other occupation for which you are fit by education, training or experience.

GENERAL PROVISIONS

ELIGIBILITY

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

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 COVERAGE

Your coverage under this rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date your life insurance is continued as a vested term insurance benefit.
- The date coverage under this rider is terminated for all Active Employees under the Policy.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong.

PORTABILITY

If you continue your life coverage under the Certificate's PORTABILITY provision, then this rider will not be continued during portability.

CONVERSION

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

CONTINUATION OF INSURANCE

If the Policyholder is administering your coverage under the Policy and you stop Active Employment due to:

- Employer-approved Leave of Absence, or
- Total Disability, or
- Furlough, or
- Temporary Layoff, or
- Quarantine, or
- Labor Strike, or
- Severance,

or you have a Material Work Schedule Change, then coverage may continue to be administered by the Policyholder beyond the date you are no longer in Active Employment or your hours were reduced, 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. Coverage will reduce, stop being administered by the Policyholder, or terminate 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. Continuation of coverage under this rider includes all riders that were in effect on the date before the continuation period began.

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

EMPLOYER-APPROVED LEAVE(S) OF ABSENCE

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 coverage for all Covered Persons may be continued under this rider until the end of the later of:

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

Sickness or Injury

If you are on a Leave of Absence due to your sickness or injury, including Total Disability, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the date your approved Leave of Absence ends.
- The last day of the month which is on or next follows the date which is 9 months after the date you stopped Active Employment.

Military Leave

If you are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and applicable state law, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the date your approved Leave of Absence ends.
- 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.

Sabbatical

If you are on a Leave of Absence for an Employer-approved sabbatical, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the date your approved Leave of Absence ends.
- 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.

Other Leave of Absence

If you are on a Leave of Absence for any other reason, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the date your approved Leave of Absence ends.
- 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.

FURLOUGH

If you stop Active Employment due to a Furlough, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the date your Furlough ends.
- 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.

TEMPORARY LAYOFF

If you stop Active Employment due to a Temporary Layoff, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the date your Temporary Layoff ends.
- 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.

QUARANTINE

If you stop Active Employment due to a Quarantine, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the last day of the Quarantine period.
- 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.

LABOR STRIKE

If you stop Active Employment due to a Labor Strike, then coverage for all Covered Persons may be continued under this rider until earliest of the following:

- The last day of the month which is on or next follows the end of the Labor Strike period.
- The last day of the month which is on or next follows the date which is 6 months after the date you stopped Active Employment.

SEVERANCE

If your Active Employment terminates and Severance is available, then coverage for all Covered Persons may be continued under this rider until the earliest of the following:

- The last day of the month which is on or next follows the end of the Severance continuation period.
- 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.

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 be continued under this rider.

MATERIAL WORK SCHEDULE CHANGE

If your hours are reduced due to an Employer forced reduction of hours as defined by the Employer, and as a result you are no longer in an eligible class of Active Employees under the Policy, then coverage for all Covered Persons may be continued under this rider until the last day of the month which is on or next follows the date which is 3 months after the date your hours were reduced.

TERMINATION OF CONTINUATION

Continuation of coverage under this rider will end on the earliest of the following:

- The end of the continuation period as indicated above.
- The effective date of a Policy administration change from the Policyholder to us.
- 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 provision in the Certificate.
- The date you are eligible under the Policy as an Active Employee.
- The date of your death.
- For your Spouse coverage, the date that coverage terminates under the terms of the Spouse Life Insurance Rider.
- For your Children's coverage, the date that coverage terminates under the terms of the Children's Term Life Insurance Rider.

PORTABILITY FOLLOWING TERMINATION OF CONTINUATION

When continuation under this rider ends, continued Premium payment will be required to keep coverage in force. If you are not eligible as an Active Employee under the Policy on the date your continuation of coverage under this rider ends, then your coverage can be continued under the Certificate's PORTABILITY provision. See the PORTABILITY and CONVERSION provisions of the Spouse Life Insurance Rider and Children's Term Life Insurance Rider for information about continuing or converting coverage after your death.

Executed at our home office:
250 Marquette Avenue
Suite 900
Minneapolis, MN 55401



Jay S. Kaduson
President



Melissa A. O'Donnell
Secretary

ACCELERATED DEATH BENEFIT RIDER FOR LONG-TERM CARE

RELIASTAR LIFE INSURANCE COMPANY
250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

POLICYHOLDER: Bruce Oakley, Inc.

GROUP POLICY NUMBER: 75278-9GLL

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.

THIS RIDER PROVIDES FOR THE ACCELERATION OF A PORTION OF THE EMPLOYEE'S AND/OR SPOUSE LIFE INSURANCE IN FORCE IF THE EMPLOYEE OR SPOUSE IS CERTIFIED AS CHRONICALLY ILL AND IS RECEIVING QUALIFIED LONG-TERM CARE SERVICES. ALL CONDITIONS OF THE RIDER MUST BE MET TO BE ELIGIBLE TO RECEIVE PAYMENT OF BENEFITS. THIS RIDER MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

THIS RIDER IS INTENDED TO BE QUALIFIED LONG-TERM CARE INSURANCE UNDER SECTION 7702B(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED ("INTERNAL REVENUE CODE"). The provisions of this rider and the Certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend this rider or the Certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this rider or the Certificate to any applicable changes in such tax qualification requirements. We will send you a copy of any such amendment, and you may accept or reject the amendment. If you reject the amendment, you must give us written notice, and your refusal may result in this rider no longer being tax-qualified or other adverse tax consequences.

Tax laws relating to accelerated benefits are complex. We are not responsible for any tax consequences of any benefits received under this rider. As with all tax matters, you should consult your personal tax advisor to assess the impact of benefits received under this rider.

RECEIPT OF AN ACCELERATED PORTION OF THE EMPLOYEE'S AND/OR SPOUSE LIFE INSURANCE MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID AND SUPPLEMENTAL SECURITY INCOME.

Guaranteed Renewable: As long as you pay Premiums on time and coverage under this rider is in force, it is renewable, subject to this rider's terms. See the PREMIUMS provision for additional details.

Right to Examine: You may cancel your coverage for any reason within 30 days after your receipt of your initial Certificate of coverage under the Policy, provided no benefits have been paid. Contact the Policyholder to cancel your coverage and receive any Premium refund.

CONTENTS

Section	Page
Schedule of Benefits.....	2
Definitions.....	2
General Provisions.....	5
Accelerated Death Benefit For Long-Term Care.....	7
Claims.....	10

SCHEDULE OF BENEFITS

Accelerated Death Benefit	Monthly Benefit	Lump Sum Benefit
You:	4% of the total amount of Employee life insurance in force prior to any reductions due to age.	25% of the total amount of Employee life insurance in force prior to any reductions due to age.
Your Spouse:	4% of the amount of Spouse life insurance in force prior to any reductions due to age.	25% of the amount of Spouse life insurance in force prior to any reductions due to age.

MAXIMUM AMOUNT OF ACCELERATED BENEFITS FOR LONG-TERM CARE

The total amount of accelerated benefits paid will not exceed the total amount of life insurance in force. Once the remaining amount of life insurance reaches zero, no further benefits will be paid. **Exception:** Additional benefits may be available under the EXTENSION OF ACCELERATED BENEFIT PAYMENTS provision. See the provision for more details. See the RESTORATION OF LIFE INSURANCE provision for information on how your life insurance amounts may be restored.

DEFINITIONS

Activities of Daily Living means any of the following:

- Bathing: washing oneself by sponge bath; or washing oneself in either a tub or shower, including the task of getting into or out of the tub or shower.
- Dressing: putting on and taking off all necessary items of clothing and any necessary braces, fasteners and artificial limbs.
- Eating: performing all major tasks of getting food into a person's body.
- Maintaining continence: controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters.
- Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene.
- Transferring: moving between a bed and a chair, or a bed and a wheelchair.

Adult Day Care means a program for 6 or more individuals providing social and health-related services provided during the day in a community group setting to support frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the home.

Adult Day Care Center means a facility which provides Adult Day Care and meets all the following:

- Is licensed, accredited or certified by the appropriate governing body, if required by the law of the jurisdiction in which it is located.
- Operates at least 5 days a week for at least six hours a day.
- Maintains a written record for each client which includes a plan of care and a record of all services provided.
- Has established procedures for obtaining appropriate aid in the event of a medical emergency.
- Has formal arrangements for providing services of a Doctor, a dietitian, a licensed physical therapist, a licensed speech therapist, and licensed occupational therapist.

- The staff includes enough full-time staff members to maintain a client-to-staff ratio of 8 or less to 1.
- Is not owned or operated by you or your immediate family.

Chronically Ill means being certified by a Doctor within the preceding 12-month period as either of the following:

- Unable to perform, without Substantial Assistance from another individual, at least 2 Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity.
- Requiring Substantial Supervision to protect oneself from threats to health and safety due to Severe Cognitive Impairment.

Covered Person means:

- You, if you are covered for life insurance under the Policy.
- Your Spouse who is covered under the Spouse Life Insurance Rider.

Doctor means a person other than you or any family member meeting the definition in 1861(r)(1) of the Social Security Act.

Elimination Period means the number of days at the beginning of a period of care for which benefits are not payable under this rider. The number of days is 90 consecutive days beginning on the first day of Qualified Long-Term Care Services for a Chronically Ill individual. During this 90 days:

- The Covered Person must be Chronically Ill.
- The Covered Person must meet be receiving Qualified Long-Term Care Services for the entire period without interruption.
- Charges must be incurred for the Qualified Long-Term Care Services.

Home Health Care means medical and non-medical services provided in a person's residence. Such services must be given according to a written diagnosis and plan of care or individual assessment and plan of care and must be provided outside of a hospital or Long-Term Care Facility.

Services may include assistance with Activities of Daily Living and respite care services as well as nursing services under the direction of a registered nurse, including the service of a home health aide; physical, speech, respiratory and occupational therapy; nutritional services provided by a registered dietitian; personal care services, homemaker services, and similar non-medical services; medical social services; and other similar medical services and health-related support services.

Home Health Care Agency means an entity which provides care and services in a person's residence and meets all the following:

- Is primarily engaged in providing home health care services under policies and procedures established by a group of professionals, including at least one Doctor and one nurse and meets all the following:
- Is licensed by the appropriate licensing authority within the jurisdiction in which it is located.
- Is accredited as either a Home Health Care Agency or as a provider of Home Health Care services by the National League of Nursing, American Public Health Association or Joint Commission on Accreditation of Health Care Organizations or their successor organization; or is certified by Medicare as a Home Health Care Agency.
- Is not an agency owned or operated by you or a member of your immediate family.

Nursing Care means active nursing care and/or restorative rehabilitation services given to treat an unstable health condition. Nursing Care must include a care plan developed by a Doctor for recovery. The services must require the skills of licensed technical or professional personnel recognized by the American Medical Association and be provided in a Nursing Care Facility.

Nursing Care Facility means a facility which meets all the following:

- Is licensed according to the law of the jurisdiction in which it is located.
- Provides continuous 24 hours-a-day nursing care by or under the direction of a Doctor, registered graduate professional nurse (RN) or a licensed practical nurse (LPN).
- Maintains a daily medical record of each patient.
- Is not a facility owned by you or a member of your immediate family.

Long-Term Care Facility means a Nursing Care Facility or a Residential Care Facility. Long-Term Care Facility does not include:

- A hospital;
- A place that primarily treats drug addiction or alcoholism.
- A home for the aged or mentally ill.
- A community living center.
- A place that primarily provides domiciliary, residency or retirement care.
- A place owned or operated by you or a member of your immediate family.

Qualified Long-Term Care Services means qualified long-term care services as defined in section 7702B(c)(1) of the Internal Revenue Code which are:

- Adult Day Care or Home Health Care services that are received in an Adult Day Care Center or through a Home Health Care Agency; or
- Nursing Care or Residential Nursing Care provided in a Long-Term Care Facility.

Residential Nursing Care means care designed mainly to help a person with Activities of Daily Living which does not require the continuous attention of trained medical or paramedical personnel. Such care must be provided in a Residential Care Facility and may involve the preparation of special diets and the supervision or assistance in Activities of Daily Living.

Residential Care Facility means a facility which meets all the following:

- Is licensed according to the law of the jurisdiction in which it is located.
- Provides nursing care under the supervision of a registered graduate professional nurse (RN).
- Maintains a daily medical record of each patient.
- Is not a facility owned or operated by you or a member of your immediate family.

Severe Cognitive Impairment means a deterioration or loss of intellectual capacity that requires a person to be continually supervised for the protection of themselves and others. The impairment must be evidenced by a clinical diagnosis as well as results from standardized tests which reliably measure impairment in short or long-term memory, orientation to people, places or time, and deductive or abstract reasoning. Severe Cognitive Impairment includes Alzheimer's disease and similar forms of irreversible dementia.

Substantial Assistance means assistance from another party required to help a person perform an Activity of Daily Living, each time the person performs that activity, because of an inability to perform the entire activity alone.

Substantial Supervision means continual supervision by another person that is necessary to protect the cognitively impaired individual from threats to their health or safety. Supervision may include cuing by verbal prompting, gestures, or other demonstrations.

GENERAL PROVISIONS

ELIGIBILITY

If you are covered under the Policy, then you are eligible under 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

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

PREMIUMS

Premiums due are reflected on the SCHEDULE OF CERTIFICATE COVERAGE. Premiums for accelerated death benefits for long-term care may be adjusted for the class of insured Employees to which you belong to reflect current Premium rates in effect on any Premium due date. If we change the Premium rates for accelerated death benefits for long-term care, we will notify you or the current coverage owner at least 31 days in advance of the change.

Premiums due on any Premium due date are determined by the amount of life insurance provided and any additional benefits, including this rider, under the Policy on such date. Premiums are calculated using the appropriate Premium rate(s) which are in effect subject to any Premium adjustment, if applicable. We may use any reasonable method to compute the Premiums due under the Policy.

While the Policyholder is administering your coverage under the Policy, the Policyholder is responsible for remitting all Premiums due to us.

If you are continuing your coverage under the PORTABILITY provision, all Premiums due for your coverage, including this rider, must be sent by you or the current coverage owner to us on or before their due dates. Premiums are due on the first day of each quarterly period that your coverage is in force. You may request a different billing frequency after the first Premium payment. Premiums must be paid in United States dollars to our home office.

Once Premiums are paid through Attained Age 100, no additional Premium is due while your coverage remains in force.

See the NONFORFEITURE BENEFIT provision for coverage available under this rider upon discontinuance of Premium payments prior to Attained Age 100.

Please see the Policy and Certificate for additional information pertaining to GRACE PERIOD, REINSTATEMENT, and INCONTESTABILITY.

NONFORFEITURE BENEFIT

If you discontinue paying Premiums during the first 3 years of the Vesting Period, your coverage under this rider terminates. If you discontinue paying Premiums at any time during the Vesting Period after the first 3 years, you may be eligible for an accelerated benefit equal to one monthly indemnity benefit.

If you discontinue paying Premiums and you are eligible for the VESTED TERM INSURANCE BENEFIT under the Certificate, the portion of life insurance available to accelerate will be the vested term insurance amount shown on your SCHEDULE OF CERTIFICATE COVERAGE.

The conditions for accelerated death payments still apply. The RESTORATION OF LIFE INSURANCE benefit and the EXTENSION OF ACCELERATED BENEFIT PAYMENTS benefit are not available under this nonforfeiture benefit. The RESTORATION OF LIFE INSURANCE benefit is not available under this nonforfeiture benefit. The EXTENSION OF ACCELERATED BENEFIT PAYMENTS benefit is not available under this nonforfeiture benefit.

TERMINATION

Coverage for each Covered Person under this rider ends on the earliest of the following:

- The date your life insurance terminates. Exception: This does not affect any coverage already being continued by your Spouse under a PORTABILITY provision.
- The date all accelerated death benefits and any extension benefits available under the EXTENSION OF ACCELERATED BENEFITS PAYMENTS are paid for that Covered Person under this rider.
- The date an accelerated death benefit for Qualifying Event is paid for that Covered Person under the terms of another rider.
- The date coverage under this rider is terminated for all Active Employees under the Policy. Exception: This does not affect any coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong. Exception: This does not affect any coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The date of your death.
- For your Spouse, the date your Spouse life insurance terminates under the Spouse Life Insurance Rider.
- For your Spouse, the date your Spouse's life insurance is continued as a vested term insurance benefit.
- For your Spouse, the date of your Spouse's death.

We will pay benefits for a loss that occurs while the Covered Person is covered under this rider. Termination of coverage under this rider will not prejudice the payment of benefits for Qualified Long-Term Care Services that occurred while this rider was in force for that Covered Person.

PORTABILITY

If you or your Spouse continue coverage under a PORTABILITY provision in the Certificate or the Spouse Life Insurance Rider, then coverage under this rider will also be continued during portability. Continued coverage under this provision is subject to all the terms of this rider.

CONVERSION

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

ACCELERATED DEATH BENEFIT FOR LONG-TERM CARE

If a Covered Person is Chronically Ill and receiving Qualified Long-Term Care Services while covered under this rider, you may request an acceleration of a portion of the life insurance under the Policy. All conditions of the rider must be met, including satisfaction of the Elimination Period as defined, to be eligible to receive payment of benefits.

The portion of life insurance available is shown on the SCHEDULE OF BENEFITS.

If the conditions for an accelerated death benefit payment are met, the accelerated portion is paid out as a monthly indemnity benefit while you are Chronically Ill. In lieu of the monthly benefit you may request a one-time lump sum benefit. We will waive all premiums for your coverage under the Policy for as long as you continue to satisfy the criteria for eligibility for payment of benefits. If acceleration is requested for Spouse life insurance, continued Premium payments are required to keep all coverage in force.

If your Spouse requests acceleration after their coverage is continued under the PORTABILITY FOLLOWING DEATH OR DIVORCE provision of the Spouse Life Insurance Rider, premiums will be waived for the continued coverage for as long as your Spouse continues to satisfy the criteria for eligibility for payment of accelerated benefits.

CONDITIONS FOR AN ACCELERATED DEATH BENEFIT PAYMENT

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

- The Covered Person has not received accelerated death benefit proceeds under any other rider.
- Any required Premium due under the Policy is paid through the date you request proceeds under this rider.
- You request proceeds in Writing while the Covered Person is living. If you are unable to request proceeds yourself, your legal representative may make the request on your behalf.
- You provide to us Written proof from a Doctor that the Covered Person is Chronically Ill.
- You provide to us Written proof that the Covered Person has used Qualified Long-Term Care Services while you are Chronically Ill.
- The Covered Person has satisfied the Elimination Period.
- You provide to us Written consent for payment from any irrevocable beneficiary and, in community property states, from your spouse.

MONTHLY ACCELERATED DEATH BENEFIT PAYMENT

Benefit proceeds will be paid in monthly installments while the Covered Person continues to meet the eligibility requirements. If the Covered Person continues to be Chronically Ill, monthly installments are paid once every 30 days until the remaining amount of life insurance reaches zero. See the PROOF OF LOSS AND MAINTAINING ELIGIBILITY provision regarding continued certification of being Chronically Ill.

Once the remaining amount of life insurance reaches zero, no further benefits will be paid. During the time an accelerated death benefit is being paid in monthly installments, any reduction or termination of coverage that occurs under the terms of the Certificate or riders will not affect the remaining monthly installments that are payable.

ONE-TIME LUMP SUM ACCELERATED DEATH BENEFIT PAYMENT

In lieu of a monthly accelerated death benefit, you may request a one-time lump sum accelerated death benefit payment. The portion of life insurance available as a lump sum benefit is shown on the SCHEDULE OF BENEFITS.

EFFECTS ON COVERAGE

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

- On the date of the first benefit payment under this rider for your Qualified Long-Term Care Services, your life insurance amount is reduced by the total amount of accelerated death benefit proceeds payable. See the RESTORATION OF LIFE INSURANCE provision.
- We will waive all premiums for your coverage under the Policy for as long as you continue to satisfy the criteria for eligibility for payment of benefits or until the date coverage terminates under the terms of the Certificate or any riders. If Premiums are already being waived under another rider, the waiver under that other rider will end.
- On the date of the first benefit payment under this rider for your Spouse, your Spouse life insurance amount is reduced by the total amount of accelerated death benefit proceeds payable. See the RESTORATION OF LIFE INSURANCE provision.

- Premiums for the Spouse Life Insurance Rider are based on the life insurance amount in force prior to any proceeds paid under an Accelerated Death Benefit Rider. Such Premium must be paid, unless waived under the terms of another rider, to keep the rider in force.
- On the date of the first benefit payment under this rider, any amount of life insurance eligible for conversion is reduced by the total amount of accelerated death benefit proceeds payable.
- You will not be eligible to increase the Covered Person's life insurance amount.
- If an accelerated death benefit is paid for your Qualified Long-Term Care Services, you will not be eligible to increase any coverage amounts or add any riders, if available.
- The Covered Person's remaining life insurance amount after all accelerated benefits are paid, if any, is subject to future BENEFIT REDUCTIONS, as shown on the SCHEDULE OF BENEFITS in the Certificate or riders.
- You will not be able to reinstate the Covered Person's coverage to its full amount in the event of a recovery from a Chronic Illness.

You will receive a new SCHEDULE OF CERTIFICATE COVERAGE when your life insurance amount changes. You will receive a new SCHEDULE OF SPOUSE RIDER COVERAGE when your Spouse life insurance amount changes.

Payment of an accelerated death benefit under this rider will not affect the amount of life insurance on other insured persons under the Policy, if any. However, if your life insurance terminates due to the payment of an accelerated death benefit, then coverage for all insured persons will terminate. This does not affect coverage already being continued by your Spouse under a PORTABILITY provision. Conversion of life insurance for your Spouse is described in the Spouse Life Insurance Rider. Conversion of life insurance for your Children is described in the Children's Term Life Insurance Rider.

RESTORATION OF LIFE INSURANCE

If you qualify for accelerated benefits under this rider, this benefit restores your life insurance amounts while your coverage under the Certificate and this rider are in force. The restored life insurance amounts will equal 90% of the amount of life insurance in force prior to being reduced by the monthly accelerated death benefit payments. At no point will the life insurance amount exceed the amount shown on SCHEDULE OF CERTIFICATE COVERAGE for your Attained Age.

The initial restoration shall be made following the first period for which accelerated death benefits are paid. Subsequent restoration shall be made on a periodic basis coinciding with the monthly payment of benefits while you are Chronically Ill. The aggregate amount of the restored life insurance amounts will never exceed 100% of the aggregate reduction in life insurance amounts for accelerated death benefits paid.

If you requested a lump sum option in lieu of monthly payments, the restored life insurance will equal 90% of the amount of life insurance in force prior to the lump sum payment. The restoration will be made immediately following the one-time payment.

The restored life insurance amounts will be subject to BENEFIT REDUCTIONS, if any and termination as described in the Certificate.

If your Spouse qualifies for accelerated benefits under this rider, Spouse life insurance amounts will be restored under this benefit while your Spouse's coverage under the Spouse Life Insurance Rider, and this rider are in force. The restored Spouse life insurance amounts will equal 90% of the amount of Spouse life insurance in force prior to being reduced by the monthly accelerated death benefit payments. At no point will the Spouse life insurance amount exceed the amount shown on SCHEDULE OF SPOUSE RIDER COVERAGE for your Spouse's Attained Age.

The initial restoration shall be made following the first period for which accelerated death benefits are paid. Subsequent restoration shall be made on a periodic basis coinciding with the monthly payment of benefits. The aggregate amount of the restored Spouse life insurance amounts will never exceed 100% of the aggregate reduction in Spouse life insurance amounts for accelerated death benefits paid.

If you requested a lump sum option in lieu of monthly payments, the restored Spouse life insurance will equal 90% of the amount of Spouse life insurance in force prior to the lump sum payment. The restoration will be made immediately following the one-time payment.

The restored Spouse life insurance amounts will be subject to BENEFIT REDUCTIONS, if any and termination as described in the Spouse Life Insurance Rider. Premiums for the Spouse Life Insurance Rider are based on the full amount of life insurance under that rider before any accelerated death benefits were paid. Such Premium must be paid, unless waived under the terms of another rider, to keep the rider in force.

If the Covered Person who is the Chronically III or the payee dies before the monthly installments are completed, the monthly payments will be cancelled and the restored life insurance amount will be payable as a death benefit to the Beneficiary according to the terms of the Certificate and Spouse Life Insurance Rider.

Note: The restored life insurance does not increase the amount available as an accelerated death benefit under any rider.

EXTENSION OF ACCELERATED BENEFIT PAYMENTS

If a Covered Person has received monthly payments for accelerated death benefit proceeds under this rider and benefit payments have been exhausted, this benefit increases your life insurance amount and extends the monthly accelerated benefit payment(s). We will initially increase your life insurance by the amount of two monthly installments and then accelerate one monthly installment to you. Thereafter, we will increase your life insurance amount by one monthly installment and then accelerate the same amount to you. Extension of monthly accelerated benefit payments are subject to the conditions below. Extended benefits will not exceed the initial total amount of accelerated death benefit for long-term care paid for the Covered Person. Extended benefits do not reduce any restored life insurance amounts. Extended benefits are not available if you elected a one-time lump sum accelerated death benefit payment in lieu of a monthly accelerated death benefit.

CONDITIONS FOR EXTENSION OF MONTHLY ACCELERATED BENEFIT PAYMENTS

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

- The Covered Person is alive on the date of the last scheduled monthly accelerated death benefit under the Policy.
- The Covered Person is still insured for life insurance under the Policy after the accelerated death benefit proceeds have been exhausted for Qualified Long-Term Care Services.
- The Covered Person is insured under this rider on the date that proceeds under this rider are requested.
- You request proceeds in Writing while the Covered Person is living. If you are unable to request proceeds yourself, your legal representative may make the request on your behalf.
- You provide to us Written proof from a Doctor that the Covered Person is Chronically III.
- You provide to us Written proof that the Covered Person has used Qualified Care Services from the date of the last scheduled monthly accelerated death benefit payment, until the date proceeds are requested under this rider.

TERMINATION OF BENEFIT PAYMENTS

Benefit payments under this rider will stop on the earliest of the following:

- The date the Covered Person is no longer Chronically III.
- The date you do not give us proof of the Covered Person being Chronically III as requested.
- The date you request in Writing to stop the payments under this rider.
- The date the total payments made under this rider equal the initial total amount of accelerated death benefit for long-term care paid for the Covered Person, while the Covered Person is living.
- The date the Covered Person who is Chronically III or the payee dies.
- For you, the date your life insurance terminates.
- For your Spouse, the date your Spouse life insurance terminates under the Spouse Life Insurance Rider.

Once benefit payments under this rider stop, they will not be resumed.

CLAIMS

NOTICE OF CLAIM

You must send us Written notice of claim within 30 days after the occurrence or start of any loss covered by this rider, or as soon as reasonably possible. Failure to give notice within this time period 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 given by or on your behalf to us at our home office, or to any authorized agent of ours, with information sufficient to identify the insured, will be deemed notice to us.

CLAIM FORMS

Upon receipt of notice of claim, we will provide you any needed claim forms for filing proof of loss. If the forms are not furnished within 15 days after giving notice, you may meet the claim form requirements of this rider by submitting Written proof providing sufficient detail pertaining to the occurrence, the character, and the extent of the loss for which claim is made.

PROOF OF LOSS AND MAINTAINING ELIGIBILITY

Proof of loss must include the certification of Chronic Illness and also includes other information from the Covered Person's Doctor, at your expense, regarding the Covered Person's medical condition. 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).

We have the right to request a second or third medical opinion, at our expense, to determine if the Covered Person is 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 the Covered Person and us.

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

Once monthly payments begin, to maintain eligibility for benefits under this rider all the following conditions must be met every 12 months:

- The rider must be in force.
- The Covered Person must be certified as Chronically Ill, by a Doctor for as long as the Covered Person is Chronically Ill. Certification must occur at least once every 12 months.
- The Covered Person has continuously used Qualified Long-Term Care Services and been Chronically Ill.
- The Covered Person incurred charges for Qualified Long-Term Care Services.

BENEFIT PAYMENT

We begin paying 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 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 on the date accelerated death benefit proceeds are requested, then the benefit proceeds are payable to the current owner.

The benefit payments may not be assigned to another person or entity.

Any increase or decrease in coverage will not affect a payable claim that occurs prior to the change in coverage.

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

If the Covered Person or the payee dies after proceeds are requested 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 the Covered Person who is Chronically Ill or the payee dies while proceeds are being paid in monthly installments, the monthly payments will be cancelled and any remaining amount will be payable as a death benefit to the Beneficiary according to the Certificate and riders.

Executed at our home office:
250 Marquette Avenue
Suite 900
Minneapolis, MN 55401



Jay S. Kaduson
President



Melissa A. O'Donnell
Secretary

ACCELERATED DEATH BENEFIT RIDER

RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

POLICYHOLDER: Bruce Oakley, Inc.

GROUP POLICY NUMBER: 75278-9GLL

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.

CONTENTS

Schedule of Benefits.....	page 1
Definitions.....	page 2
General Provisions.....	page 2
Accelerated Death Benefit.....	page 3

SCHEDULE OF BENEFITS

Accelerated Death Benefit

You:	75% of the total amount of Employee life insurance in force at the time the request is made.
Your Spouse:	75% of the total amount of Spouse life insurance in force at the time the request is made.
Your Children:	75% of the amount of Children's life insurance in force at the time the request is made.

DEFINITIONS

Covered Person means:

- You, if you are covered for life insurance under the Policy.
- Your Spouse who is covered under the Spouse Life Insurance Rider.
- Your Children who are covered under the Children's Term Life Insurance Rider.

Doctor means a person other than you or any family member, who is licensed to practice medicine in the state in which treatment is received and is providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical doctor. 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.

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 any of the following:

- Terminal Illness.
- A medical condition that is reasonably expected to require continuous confinement in an Institution and the Covered Person is expected to remain there for the rest of the Covered Person's life.

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

GENERAL PROVISIONS

ELIGIBILITY

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

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 COVERAGE

Coverage for each Covered Person under this rider ends on the earliest of the following:

- The date an accelerated death benefit for Qualifying Event is paid for that Covered Person under this rider.
- The date your life insurance terminates. **Exception:** This does not affect any coverage already being continued by your Spouse under a PORTABILITY provision.
- The date coverage under this rider is terminated for all Active Employees under the Policy. **Exception:** This does not affect any coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The date coverage under this rider is terminated for the eligible class of Active Employees to which you belong. **Exception:** This does not affect any coverage already being continued by you or your Spouse under a PORTABILITY provision.
- The date your life insurance is continued as a vested term insurance benefit. **Exception:** This does not affect any coverage already being continued by your Spouse under a PORTABILITY provision.
- For your Spouse, the date your Spouse life insurance terminates under the Spouse Life Insurance Rider.
- For your Spouse, the date your Spouse's life insurance is continued as vested term insurance benefit.
- For your Children, the date your Children's life insurance terminates under the Children's Term Life Insurance Rider.

We will pay benefits for a loss that occurs while the Covered Person is insured under this rider. Termination of coverage under this rider will not prejudice the payment of benefits for a Qualifying Event that occurred while this rider was in force for that Covered Person.

PORTABILITY

If you or your Spouse continue coverage under a PORTABILITY provision in the Certificate or the Spouse Life Insurance Rider, then this rider will also be continued during portability.

CONVERSION

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

ACCELERATED DEATH BENEFIT

An accelerated death benefit is a portion of life insurance we pay, while a Covered Person is living, if the Covered Person is diagnosed with a Qualifying Event. The accelerated death benefit under this rider is payable only once per Covered Person.

The amount of life insurance available for the accelerated death benefit is shown on the SCHEDULE OF BENEFITS. When you request proceeds, you may elect a benefit percentage according to the available amounts shown on the SCHEDULE OF BENEFITS.

CONDITIONS FOR AN ACCELERATED DEATH BENEFIT PAYMENT

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

- The Covered Person is covered under this rider on the date of the Qualifying Event diagnosis.
- Any required Premium due under the Policy is paid through the date you request proceeds under this rider.
- You request proceeds in Writing while the Covered Person is living and before the Covered Person attains age 65. If you are unable to request proceeds yourself, your legal representative may make the request on your behalf.
- You provide to us written proof from a Doctor that the Covered Person has 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 the Covered Person is living and within 180 days of the date the Qualifying Event is diagnosed. Failure to give notice within this time period 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 the Covered Person's Doctor, at your expense, regarding the Covered Person's medical condition. 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 the Covered Person is 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 the Covered Person and us.

When you request proceeds under this rider, you will be provided with a disclosure demonstrating the effect of the acceleration on the death benefit, 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 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 on the date accelerated death benefit proceeds are requested, then the benefit proceeds are payable to the current owner.

The benefit payments may not be assigned to another person or entity.

Benefit proceeds will be paid as a lump sum or in a method comparable to one sum, which may include but is not limited to an interest bearing draft account.

Any increase or decrease in coverage will not affect a payable claim that occurs prior to the change in coverage.

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

If the Covered Person or the payee dies after proceeds are requested 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.

EFFECTS ON COVERAGE

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

- On the date of the benefit payment under this rider for your Qualifying Event, your current life insurance amount is reduced by the total amount of accelerated death benefit proceeds payable.
- On the date of the benefit payment under this rider for your Spouse's Qualifying Event, your current Spouse life insurance amount is reduced by the total amount of accelerated death benefit proceeds payable. Premiums for the Spouse Life Insurance Rider are based on the life insurance amount in force prior to any proceeds paid under an Accelerated Death Benefit Rider. Such Premium must be paid, unless waived under the terms of another rider, to keep the rider in force.
- On the date of the benefit payment under this rider for your Child's Qualifying Event, your Children's life insurance amount on that Child is reduced by the total amount of accelerated death benefit proceeds payable. Premiums for the Children's Term Life Insurance Rider are based on the life insurance amount in force prior to any proceeds paid under this rider. Such Premium must be paid, unless waived under the terms of another rider, to keep the rider in force.
- On the date of the benefit payment under this rider, any amount of life insurance eligible for conversion is reduced by the total amount of accelerated death benefit proceeds payable.
- You will not be eligible to increase the Covered Person's life insurance amount.
- If an accelerated death benefit is paid for your Qualifying Event, you will not be eligible to increase any coverage amounts or add any riders, if available.
- When an accelerated death benefit is paid for your Qualifying Event, we will waive future Premiums due under the Policy until the date coverage terminates under the terms of the Certificate or any riders. If Premiums are already being waived under another rider, the waiver under that other rider will end.
- The Covered Person's remaining life insurance amount, if any, is subject to future BENEFIT REDUCTIONS as shown on the SCHEDULE OF BENEFITS in the Certificate or riders.
- You will not be able to reinstate the Covered Person's coverage to its full amount in the event of a recovery from a Qualifying Event.

You will receive a new SCHEDULE OF CERTIFICATE COVERAGE form or forms when your life insurance amount changes. You will receive a new SCHEDULE OF SPOUSE RIDER COVERAGE form or forms when your Spouse life insurance amount changes.

Payment of an accelerated death benefit under this rider will not affect the amount of life insurance on other insured persons under the Policy, if any. However, if your life insurance terminates due to the payment of an accelerated death benefit, then coverage for all insured persons will terminate. This does not affect coverage already being continued by your Spouse under a PORTABILITY provision. Conversion of life insurance for your Spouse is described in the Spouse Life Insurance Rider. Conversion of life insurance for your Children is described in the Children's Term Life Insurance Rider.

Executed at our home office:
250 Marquette Avenue
Suite 900
Minneapolis, MN 55401



Jay S. Kaduson
President



Melissa A. O'Donnell
Secretary

DISCLOSURE STATEMENT TO APPLICANTS FOR POLICIES WITH ACCELERATED BENEFITS

ReliaStar Life Insurance Company, Minneapolis, MN
A member of the Voya® family of companies
250 Marquette Avenue, Suite 900, Minneapolis, MN 55401



Receipt of accelerated benefit payments may be taxable. Assistance should be sought from a personal tax advisor.

The cost of the accelerated benefit is incorporated into the cost of Life Insurance and is not a separately identifiable premium.

There is no administrative expense charge for accelerated benefit claims.

DISCLOSURE STATEMENT TO APPLICANTS FOR POLICIES WITH ACCELERATED BENEFITS FOR LONG TERM CARE

ReliaStar Life Insurance Company, Minneapolis, MN
A member of the Voya® family of companies
250 Marquette Avenue, Suite 900, Minneapolis, MN 55401



Receipt of accelerated benefit payments may be taxable. Assistance should be sought from a personal tax advisor.

There is a separate premium for the accelerated death benefit for long term care.

There is no administrative expense charge for accelerated benefit claims.

**RELIASTAR LIFE INSURANCE
COMPANY**

Minneapolis, Minnesota

MISSOURI CERTIFICATE ENDORSEMENT

Group Term Life Insurance

Your Certificate has been changed as follows. Please insert this endorsement in your Certificate. This endorsement is subject to all of the terms of the Policy.

I. SUICIDE EXCLUSIONS

- i. If your Certificate contains any suicide limitation, the limitation will be for no more than one year from the date insurance starts.
- ii. If coverage is provided under a Spouse Insurance Rider and that rider contains any suicide limitation, the limitation will be for no more than one year from the date insurance starts.
- iii. If coverage is provided under a Children's Insurance Rider and that rider contains any suicide limitation, the limitation will be for no more than one year from the date insurance starts.

II. EFFECTIVE DATE

This endorsement is effective for you on the latest of the following dates:

- The Policy effective date.
- The effective date of your insurance.



Melissa A. O'Donnell
Secretary

Texas Residents: Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

ReliaStar Life Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Contact Center Manager at 1-800-955-7736

Toll-free: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Email: LifeClaims@voya.com

Mail: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puedo resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, pro su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

ReliaStar Life Insurance Company

Para obtener informacion o para presentar una queja ante su compania de seguros:

Llame a: Customer Contact Center Manager at 1-800-955-7736

Telefono gratuito: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Correo electronico: LifeClaims@voya.com

Direccion postal: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacion ada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

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