

The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (402) 361-7300

Group Policyholder: JDK Management Co. L.P.

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on February 1, 2016, and on the same day every four weeks after that. Policy anniversaries will be each January 1; unless shown otherwise on the Premium Rate Schedule inside.

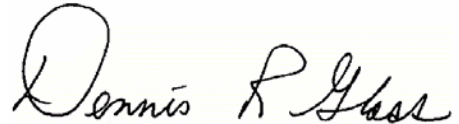
The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

This Policy is delivered in the State of Pennsylvania.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is January 1, 2016.



Secretary



President

THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND THE COMPANY. READ YOUR POLICY CAREFULLY.

This is a limited benefit policy. It provides Critical Illness insurance coverage. There is no coverage for hospital, medical-surgical or major medical expenses.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

THIS POLICY CONTAINS A PRE-EXISTING CONDITION EXCLUSION.

GROUP CRITICAL ILLNESS INSURANCE POLICY

No. GL 00040500416100000

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SCHEDULE OF BENEFITS

CLASSIFICATION

Class 1	All Full-Time Salaried Employees
Class 2	All Full-Time Hourly Employees

ELIGIBILITY WAITING PERIOD (For Date Insurance Begins, Refer To "Effective Date" Section)

For Class 1: None for employees who were hired on or before the Policy Issue Date.

For Class 2: (a) None for employees who were hired on or before the Policy Issue Date.

(b) 60 days of continuous Active Work for employees who were hired after the Policy Issue Date.

ANNUAL/OPEN ENROLLMENT PERIOD: November 1 – December 31

**SCHEDULE OF BENEFITS
(Continued)**

BENEFITS FOR CLASS 1

ELIGIBLE CLASS means: All Full-Time Salaried Employees

MINIMUM HOURS PER WEEK: 20

CONTRIBUTIONS: Insured Persons are required to contribute to the cost for Personal Critical Illness Insurance. Insured Persons are required to contribute to the cost for Dependent Critical Illness Insurance.

**SCHEDULE OF BENEFITS
(Continued)**

PERSONAL CRITICAL ILLNESS INSURANCE

Personal Critical Illness Principal Sum

Class 1

(Option as elected by the Insured Person)

Option 1	\$5,000
Option 2	\$10,000
Option 3	\$15,000
Option 4	\$20,000
Option 5	\$25,000
Option 6	\$30,000

**DEPENDENT CRITICAL ILLNESS INSURANCE
(For Class 1)**

Dependent Spouse

Dependent Critical Illness Principal Sum

(Option as elected by the Insured Person)

Option 1	\$5,000
Option 2	\$10,000
Option 3	\$15,000

Dependent Child

(Option as elected by the Insured Person)

Option 1	\$5,000
Option 2	\$10,000

HEART CATEGORY (Available for Insured Persons and Dependents)

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
Heart Attack	100%
Placement on United Network for Organ Sharing (UNOS) List for Heart Transplant*	100%
Stroke	100%
Arteriosclerosis	10%, subject to a lifetime maximum of 2 payments
Aneurysm due to Arteriosclerosis	10%, subject to a lifetime maximum of 2 payments

**SCHEDULE OF BENEFITS
(Continued)**

CANCER CATEGORY (Available for Insured Persons and Dependents)

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
Cancer	100%
Cancer in Situ	25%
Benign Brain Tumor	25%
Placement on the Be the Match Registry for Bone Marrow Transplant*	25%

ORGAN CATEGORY (Available for Insured Persons and Dependents)

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
End Stage Renal Failure	100%
Placement on United Network for Organ Sharing (UNOS) List for Major Organ Transplant (excluding Heart)*	100%
Acute Respiratory Distress Syndrome	25%

**SCHEDULE OF BENEFITS
(Continued)**

QUALITY OF LIFE CATEGORY (Available for Insured Persons and Dependents)

Benefits in this category are payable once per Event/Illness per Insured Person or Insured Dependent during his or her lifetime.

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
ALS/Lou Gehrig's Disease	100%
Advanced Alzheimer's Disease	100%
Advanced Multiple Sclerosis	25%
Advanced Parkinson's Disease	100%
Loss of Sight	25%
Loss of Hearing	25%
Loss of Speech	25%

**SCHEDULE OF BENEFITS
(Continued)**

WELLNESS CATEGORY (Available for Insured Persons and Dependents)

Critical Illness Assessment Benefit

Critical Illness Assessment Period:	January 1st through December 31st
Critical Illness Assessment Benefit:	\$50 for each Critical Illness Assessment Test performed, subject to a maximum of 1 Critical Illness Assessment Test per person per Critical Illness Assessment Period

Child Care Expense Benefit

\$25 per Child per day

For each Insured Person or Insured Dependent, the lifetime total benefits payable in any category shown in the Schedule of Benefits (except the Wellness Category) are subject to an overall maximum of 150% of the Principal Sum.

*A benefit for this Event may also be payable if an Insured Person or Insured Dependent:

- (1) is determined to be too ill for a transplant, but otherwise meets the criteria for placement on the network/registry; or
- (2) receives a transplant prior to placement on the network/registry.

**SCHEDULE OF BENEFITS
(Continued)**

EVIDENCE OF INSURABILITY. Evidence of Insurability satisfactory to the Company must be submitted when:

- (1) Critical Illness Insurance amounts exceed the guarantee issue amount of \$30,000 for Insured Persons or \$15,000 for Insured Dependent Spouses at initial enrollment;
- (2) the amount of Critical Illness Insurance increases after the initial enrollment; or
- (3) initial coverage is elected more than 31 days after first becoming eligible.

**SCHEDULE OF BENEFITS
(Continued)**

BENEFITS FOR CLASS 2

ELIGIBLE CLASS means: All Full-Time Hourly Employees

MINIMUM HOURS PER WEEK: 20

CONTRIBUTIONS: Insured Persons are required to contribute to the cost for Personal Critical Illness Insurance. Insured Persons are required to contribute to the cost for Dependent Critical Illness Insurance.

**SCHEDULE OF BENEFITS
(Continued)**

PERSONAL CRITICAL ILLNESS INSURANCE

Personal Critical Illness Principal Sum

Class 2

(Option as elected by the Insured Person)

Option 1	\$5,000
Option 2	\$10,000
Option 3	\$15,000
Option 4	\$20,000
Option 5	\$25,000
Option 6	\$30,000

**DEPENDENT CRITICAL ILLNESS INSURANCE
(For Class 2)**

Dependent Spouse

Dependent Critical Illness Principal Sum

(Option as elected by the Insured Person)

Option 1	\$5,000
Option 2	\$10,000
Option 3	\$15,000

Dependent Child

(Option as elected by the Insured Person)

Option 1	\$5,000
Option 2	\$10,000

HEART CATEGORY (Available for Insured Persons and Dependents)

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
Heart Attack	100%
Placement on United Network for Organ Sharing (UNOS) List for Heart Transplant*	100%
Stroke	100%
Arteriosclerosis	10%, subject to a lifetime maximum of 2 payments
Aneurysm due to Arteriosclerosis	10%, subject to a lifetime maximum of 2 payments

**SCHEDULE OF BENEFITS
(Continued)**

CANCER CATEGORY (Available for Insured Persons and Dependents)

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
Cancer	100%
Cancer in Situ	25%
Benign Brain Tumor	25%
Placement on the Be the Match Registry for Bone Marrow Transplant*	25%

ORGAN CATEGORY (Available for Insured Persons and Dependents)

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
End Stage Renal Failure	100%
Placement on United Network for Organ Sharing (UNOS) List for Major Organ Transplant (excluding Heart)*	100%
Acute Respiratory Distress Syndrome	25%

**SCHEDULE OF BENEFITS
(Continued)**

QUALITY OF LIFE CATEGORY (Available for Insured Persons and Dependents)

Benefits in this category are payable once per Event/Illness per Insured Person or Insured Dependent during his or her lifetime.

<u>Event/Illness</u>	<u>Percentage of Principal Sum</u>
ALS/Lou Gehrig's Disease	100%
Advanced Alzheimer's Disease	100%
Advanced Multiple Sclerosis	25%
Advanced Parkinson's Disease	100%
Loss of Sight	25%
Loss of Hearing	25%
Loss of Speech	25%

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an Employee's performance of all customary duties of his or her occupation at:

- (1) the Group Policyholder's place of business; or
- (2) any other business location designated by the Group Policyholder.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Group Policyholder's prior approval or on an emergency basis.

ACUTE RESPIRATORY DISTRESS SYNDROME means acute respiratory failure resulting in inadequate oxygenation, due to aspiration or infection. Diagnosis is determined by a Physician and based on:

- (1) demonstration of infiltrates in both lungs in the absence of clinical heart failure; and
- (2) acute lung injury demonstrated by testing of blood gases.

ADVANCED ALZHEIMER'S DISEASE means dementia of the Alzheimer's Type that has progressed to the point that the individual can be classified as Functional Assessment Staging (FAST) Scale Stage 6. Diagnosis is made by a board-certified or board-eligible neurologist on the basis of neurological examination and cognitive testing. Initial diagnosis of Alzheimer's Disease must occur while the Insured Person or Insured Dependent is covered under this Policy.

ADVANCED MULTIPLE SCLEROSIS (MS) means Multiple Sclerosis with demonstrated neurological deficits that have been present for six months or more. Diagnosis is made by a board-certified or board-eligible neurologist on the basis of:

- (1) neurological examination demonstrating functional impairments;
- (2) imaging studies of the brain or spine demonstrating lesions consistent with MS; and
- (3) analysis of cerebrospinal fluid consistent with the diagnosis.

Initial diagnosis of Multiple Sclerosis must occur while the Insured Person or Insured Dependent is covered under this Policy.

ADVANCED PARKINSON'S DISEASE means Parkinson's Disease that has progressed to Stage 4, as diagnosed by a board-certified or board-eligible neurologist based on abnormal findings from neurological examination, cognitive testing, and results of imaging studies. Initial diagnosis of Parkinson's Disease must occur while the Insured Person or Insured Dependent is covered under this Policy.

ALS/LOU GEHRIG'S DISEASE means amyotrophic lateral sclerosis (ALS or Lou Gehrig's Disease) of the Middle Stage according to the Muscular Dystrophy Association. Definitive diagnosis must be made by a board-certified or board-eligible neurologist according to diagnostic criteria for the specific illness. Other motor neuron diseases are not considered to be ALS. Initial diagnosis of ALS/Lou Gehrig's Disease must occur while the Insured Person or Insured Dependent is covered under this Policy.

ALTERNATE CARE OR REHABILITATIVE FACILITY means a facility that is licensed according to state and/or local laws to provide skilled care, intermediate care, intermingled care, custodial care, or rehabilitative care as an alternative to care at a Hospital.

ANEURYSM DUE TO ARTERIOSCLEROSIS means an abnormal widening or ballooning of a portion of an artery due to weakness of the arterial wall caused by Arteriosclerosis, of sufficient severity to require angioplasty, stent placement, atherectomy, or bypass. Aneurysm is diagnosed by a Physician based on arteriography or other appropriate imaging studies.

DEFINITIONS **(Continued)**

ANNUAL/OPEN ENROLLMENT PERIOD means the period in the calendar year, not to exceed 60 days, during which the Group Policyholder allows eligible Employees to purchase or make changes to their Personal or Dependent Critical Illness Insurance.

Participation in an Annual/Open Enrollment Period does not change Policy provisions related to the Eligibility Waiting Period.

ARTERIOSCLEROSIS means blockage of a coronary artery of sufficient severity to require angioplasty, stent placement, atherectomy, or bypass. Diagnosis is made by a board-certified or board-eligible cardiologist and is accompanied by the demonstrated need for intervention.

BENIGN BRAIN TUMOR means a tumor within the brain cavity, known or presumed to be non-malignant, that results in a fixed neurological deficit. Diagnosis of the tumor and neurological deficit must be confirmed by imaging and examination findings conducted by a board-certified or board-eligible neurologist or other Physician appropriately licensed to diagnose the deficit.

BONE MARROW TRANSPLANT means a transplant necessitated by a compromise of the bone marrow's ability to appropriately produce blood cells. Diagnosis is made by a board-certified or board-eligible hematologist or board-certified or board-eligible oncologist who determines that the bone marrow transplant is necessary and places the Insured Person or Insured Dependent on the Be The Match registry. If the Insured Person or Insured Dependent is determined to be too ill for a transplant, but otherwise meets the criteria for placement on the registry; the registry requirement will be waived. The registry requirement will also be waived if the Insured Person or Insured Dependent receives the transplant prior to placement on the registry.

CANCER means malignant cells or tumors characterized by uncontrolled growth with spread beyond the initial tissue. Diagnosis must be by a board-certified or board-eligible oncologist or board-certified or board-eligible pathologist and based on microscopic tissue evaluation (biopsy). The following are not considered Cancer for purposes of this definition:

- (1) Cancer in Situ;
- (2) basal cell carcinoma and squamous cell carcinoma of the skin; and
- (3) melanoma that is diagnosed as Clark's level I or II, or Breslow less than 0.75 mm.

CANCER IN SITU means Cancer cells confined to the surface tissues (epithelium) without invasion of the basement membrane and with no spread to regional lymph nodes or other tissues. Diagnosis is made by a board-certified or board-eligible oncologist or board-certified or board-eligible pathologist and based on microscopic examination of tissue (biopsy). Basal cell and squamous cell carcinomas of the skin are not considered Cancer in Situ.

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DEFINITIONS
(Continued)

DAY OR DATE means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, at the Group Policyholder's place of business, when used with regard to eligibility dates and effective dates. When used with regard to termination dates, it means 12:00 midnight, at the same place.

DEPENDENT CRITICAL ILLNESS INSURANCE means the coverage provided by this Policy for eligible Dependents.

ELIGIBILITY WAITING PERIOD means the period of time a Person must be in an eligible class with the Group Policyholder, before he or she becomes eligible to enroll for insurance under this Policy.

EMPLOYEE means a Full-Time Employee of the Group Policyholder.

END STAGE RENAL FAILURE means chronic and irreversible failure of the kidneys of such magnitude that permanent dialysis or transplant is required to sustain life.

EVENT/ILLNESS means a Critical Illness event or illness:

- (1) shown in the Schedule of Benefits; and
- (2) for which the Insured Person or Insured Dependent is covered under this Policy.

FAMILY OR MEDICAL LEAVE means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accord with the Group Policyholder's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Group Policyholder and required by that law.

The leave period may:

- (1) consist of consecutive or intermittent work days; or
- (2) be granted on a part-time equivalency basis.

If a Person is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If a Person is on an FMLA leave due to his or her own health condition on the date insurance under this Policy takes effect, he or she is not considered Actively at Work.

DEFINITIONS **(Continued)**

FULL-TIME EMPLOYEE means a person:

- (1) whose employment with the Group Policyholder is the person's main occupation;
- (2) whose employment is for regular wage or salary;
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Benefits per week;
- (4) who is a member of an eligible class under this Policy;
- (5) who is not a temporary or seasonal employee; and
- (6) who is a citizen of the United States or legally works in the United States.

GROUP POLICYHOLDER means the person, partnership, corporation, trust, or other organization, as shown on the Title Page of this Policy.

HEART ATTACK (MYOCARDIAL INFARCTION) means death of a portion of heart muscle due to inadequate circulation in coronary arteries. If no death of heart muscle occurs, this is not considered a heart attack. Diagnosis is made by a board-certified or board-eligible cardiologist and based on findings from an electrocardiogram (EKG) and elevation of cardiac enzymes associated with heart attack.

HEART TRANSPLANT means the transplantation of a healthy heart from a suitable donor, necessitated by the diagnosis of end-stage heart disease, as determined by a Physician appropriately specialized for the heart. Acceptance to the UNOS (United Network for Organ Sharing) list is required for this determination. If the Insured Person or Insured Dependent is determined to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived. The network requirement will also be waived if the Insured Person or Insured Dependent receives the transplant prior to placement on the network.

HOSPITAL means a general hospital which:

- (1) is licensed, approved or certified by the state where it is located;
- (2) is recognized by the Joint Commission;
- (3) is operated to treat Inpatients;
- (4) has a registered nurse always on duty; and
- (5) has organized facilities and equipment for diagnosis and treatment of acute medical and surgical conditions, either on its premises or in facilities available to it on a prearranged basis.

It does not include a place that:

- (1) is specialized solely in dentistry, mental illness or substance abuse;
- (2) is a rest home, home for the aged, convalescent home or nursing home; or
- (3) Alternate Care or Rehabilitative Facility, extended care or skilled nursing facility.

INPATIENT means an Insured Person or Insured Dependent who is an overnight resident patient.

DEFINITIONS **(Continued)**

INSURANCE MONTH means that period of time:

- (1) beginning at 12:01 a.m. on the first day of any calendar month; and
 - (2) ending at 12:00 midnight on the last day of the same calendar month;
- at the Group Policyholder's primary place of business.

INSURED DEPENDENT means a Dependent for whom Policy coverage is in effect.

INSURED DEPENDENT SPOUSE means the Insured Person's spouse for whom coverage is in effect.

INSURED PERSON means a Person for whom Policy coverage is in effect.

LOSS OF HEARING means permanent reduction in both ears to a point that the Insured Person or Insured Dependent is unable to hear sounds at or below 70 decibels. Diagnosis is made by a board-certified or board-eligible otolaryngologist as diagnosed by audiometric testing.

LOSS OF SIGHT means permanent loss of sight in both eyes such that corrected visual acuity is 20/200 or less, or the field of vision is less than 20 degrees. Diagnosis is made by a board-certified or board-eligible ophthalmologist or board-certified or board-eligible neuro-ophthalmologist based on the above criteria and noted to be of permanent duration.

LOSS OF SPEECH means loss of the ability to speak to the extent that the individual is unintelligible to another person with normal hearing, for at least 12 months. Diagnosis is made by a board-certified or board-eligible otolaryngologist or board-certified or board-eligible neurologist.

MAJOR ORGAN means the liver, lungs, pancreas, intestines, or combinations of these organs.

MAJOR ORGAN TRANSPLANT means the transplantation of a healthy Major Organ from a suitable donor, necessitated by the diagnosis of end-stage organ disease (organ failure), as determined by a Physician appropriately specialized for the involved organ. Acceptance to the UNOS (United Network for Organ Sharing) list is required for this determination. If the Insured Person or Insured Dependent is determined to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived. The network requirement will also be waived if the Insured Person or Insured Dependent receives the transplant prior to placement on the network.

MILITARY LEAVE means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Group Policyholder's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

PAYROLL PERIOD means that period of time established by the Group Policyholder for payment of employee wages.

PERSON means a Full-Time Employee of the Group Policyholder:

- (1) who is a member of a class that is eligible for insurance under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL CRITICAL ILLNESS INSURANCE means the insurance provided by this Policy for Insured Persons.

DEFINITIONS
(Continued)

PHYSICIAN means:

- (1) a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
- (2) any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license.

Physician does **not** include the Insured Person or a relative of the Insured Person receiving treatment. Relatives include:

- (1) the Insured Person's spouse, siblings, parents, children and grandparents; and
- (2) his or her spouse's relatives of like degree.

POLICY means this Group Critical Illness Insurance policy issued by the Company to the Group Policyholder.

PREMIUM means the amount charged for insurance coverage.

STROKE means permanent neurological damage to the brain due to inadequate blood flow in any of the cranial vessels, due to either blockage or rupture of the vessel and categorized as Score 3 on the Modified Rankin Scale. Diagnosis of permanent neurological damage should be made by a neurologist and demonstrated by imaging (CT or MRI) and examination demonstrating lasting neurological deficits (motor, cognitive, or sensory). Transient Ischemic Attacks (TIA) are not considered Strokes.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:

- (1) this Policy and any amendments to it; and
- (2) the Group Policyholder's application.

In the absence of fraud, all statements made by the Group Policyholder and by Insured Persons or Insured Dependents are representations and not warranties. No statement made by an Insured Person or Insured Dependent will be used to contest the insurance provided by this Policy, unless:

- (1) it is contained in a written statement signed by that Insured Person or Insured Dependent;
and
- (2) a copy of the statement has been furnished to that Insured Person or Insured Dependent.

AUTHORITY TO MAKE OR AMEND CONTRACT. Only a Company Officer located in the Company's Group Insurance Service Office has the authority to:

- (1) determine the insurability of a group or any individual within a group;
- (2) make a contract in the Company's name;
- (3) amend or waive any provision of this Policy; or
- (4) extend the time for payment of any premium.

No change in this Policy will be valid, unless it is made in writing and signed by such a Company Officer.

INCONTESTABILITY. Except for the non-payment of premiums or fraud, the Company may not contest the validity of this Policy after it has been in force for two years from its date of issue; and as to any Insured Person or Insured Dependent, after his or her insurance has been in force for two years during his or her lifetime. This clause does not preclude, at any time, the assertion of defenses based upon:

- (1) this Policy's eligibility requirements, exclusions and limitations; and
- (2) other Policy provisions unrelated to the validity of insurance.

RESCISSION. The Company has the right to rescind any insurance for which Evidence of Insurability was required, if:

- (1) an Insured Person or Insured Dependent incurs a claim during the first two years of coverage; and
- (2) the Company discovers that the Insured Person or Insured Dependent made a Material Misrepresentation on his or her application.

A "**Material Misrepresentation**" is an incomplete or untrue statement that caused the Company to issue coverage that it would have disapproved, had it known the truth. "**To rescind**" means to cancel insurance back to its effective date. In that event, the Company will refund all premium paid for the rescinded insurance, less any benefits paid for Insured Person's or Insured Dependent's claims. The Company reserves the right to recover any claims paid in excess of such premiums.

NONPARTICIPATION. This is a non-participating policy. It will not share in the divisible surplus of any Company.

GENERAL PROVISIONS **(Continued)**

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy, including:

- (1) information about persons:
 - (a) who become eligible for insurance;
 - (b) whose amounts of insurance change; or
 - (c) whose eligibility or insurance ends;
- (2) occupational information and other facts that may be needed to manage a claim; and
- (3) any other information that the Company may reasonably require.

The Company may inspect the Group Policyholder's records that relate to this Policy, at any reasonable time.

Clerical error by the Group Policyholder or any Participating Organization:

- (1) will not void or terminate insurance that otherwise would be in effect;
- (2) will not result in insurance coverage that otherwise would not be in effect; and
- (3) will not continue insurance that otherwise would be terminated.

Once an error is discovered, a fair adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period that precedes the date the Company receives proof such an adjustment should be made.

MISSTATEMENT OF FACTS. If relevant facts about any Insured Person or Insured Dependent were misstated:

- (1) a fair adjustment of the premium will be made; and
- (2) the true facts will decide if and in what amount insurance is valid under the Policy.

If any Insured Person's or Insured Dependent's age has been misstated and the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon his or her correct age.

ACTS OF THE POLICYHOLDER. In administering this Policy, the Group Policyholder must:

- (1) treat Employees the same in like situations; and
- (2) allow the Company, without inquiry, to rely on its acts.

GROUP POLICYHOLDER'S AGENCY. For all purposes of this Policy, the Group Policyholder acts on its own behalf or as an agent of the Insured Person. Under no circumstances will the Group Policyholder be deemed the agent of the Company.

CERTIFICATES. The Group Policyholder will be furnished with individual certificates of insurance for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between this Policy and the certificate, this Policy will control.

CONFORMITY WITH STATE STATUTES. If, on its effective date, any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

CURRENCY. In administering this Policy all premium and benefit amounts must be paid in U.S. dollars.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE. This Policy does not replace or provide benefits required by:

- (1) Workers' Compensation laws; or
- (2) any state temporary disability insurance plan laws.

ELIGIBILITY AND EFFECTIVE DATE FOR PERSONAL CRITICAL ILLNESS INSURANCE

ELIGIBILITY. A Person becomes eligible for insurance provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed (For Waiting Period, see Schedule of Benefits).

Prior Service Credit Towards Waiting Period. The Waiting Period is shown in the Schedule of Benefits. Prior service in an Eligible Class will apply toward the Waiting Period, when:

- (1) a former employee is rehired within 6 months after his or her employment ends; or
- (2) an employee returns from an approved Family or Medical Leave within:
 - (a) the leave period required by federal law; or
 - (b) any longer period required by a similar state law; or
- (3) an employee returns from a Military Leave within the period required by federal USERRA law.

ENROLLMENT. A Person may enroll for Personal Critical Illness Insurance only:

- (1) when first eligible; or
- (2) during any Annual/Open Enrollment Period.

EFFECTIVE DATE. Personal Critical Illness Insurance becomes effective on the latest of:

- (1) the first day of the Insurance Month following the date the Insured Person becomes eligible for the insurance;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible (The Person will be deemed Actively at Work on any regular non-working day, if he or she:
 - (a) is not totally disabled or Hospital confined on that day; and
 - (b) was Actively at Work on the regular working day before that day);
- (3) if the Insured Person contributes to the cost of the Personal Critical Illness Insurance, the first day of the Insurance Month following the date the Insured Person makes written application for insurance and pays the required premium to the Company; or
- (4) the first day of the Insurance Month following the date the Company approves the Insured Person's Evidence of Insurability, if required (See Schedule of Benefits).

Any increase in insurance or benefits becomes effective at 12:01 a.m. on the latest of:

- (1) the first day of the Insurance Month following the date the Insured Person becomes eligible for the increase, if Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the first day of the Insurance Month following the date any required Evidence of Insurability is approved by the Company (See Schedule of Benefits).

Any reduction in insurance or benefits will take effect on the day of the change, whether or not the Insured Person is Actively at Work.

ANNUAL/OPEN ENROLLMENT PERIOD. A Person again becomes eligible to enroll, re-enroll, or change benefit options for Personal Critical Illness Insurance under this Policy during the Group Policyholder's Annual/Open Enrollment Period (See Schedule of Benefits). Insurance becomes effective on the Policy Anniversary immediately following the Annual/Open Enrollment Period.

**ELIGIBILITY AND EFFECTIVE DATES FOR
PERSONAL CRITICAL ILLNESS INSURANCE
(Continued)**

REINSTATEMENT RIGHTS. If an Insured Person's insurance terminates due to one of the following breaks in service, he or she will be entitled to reinstate the insurance upon resuming Active Work with the Group Policyholder within the required timeframe. "**Reinstatement**" or "**to reinstate**" means to re-enroll for the Policy's insurance coverage, without satisfying a new Eligibility Waiting Period. Reinstatement is available upon:

- (1) return from an approved Family or Medical Leave within:
 - (a) the period required by federal law; or
 - (b) any longer period required by a similar state law;
- (2) return from a Military Leave within the period required by federal USERRA law; or
- (3) return from any other approved leave of absence within 3 months after the leave begins.

To reinstate insurance coverage, the Person must apply for coverage or be re-enrolled within 31 days after resuming Active Work in an eligible class unless the Group Policyholder contributes the entire cost of the premium. The required premium payments must be received from the Group Policyholder for coverage to be reinstated. Reinstatement will take effect on the date the Person returns to Active Work.

TERMINATION OF PERSONAL CRITICAL ILLNESS INSURANCE

TERMINATION. An Insured Person's insurance will terminate at 12:00 midnight on the earliest of:

- (1) the date this Policy terminates (but without prejudice to any claim incurred prior to termination);
 - (2) the date the Insured Person's Class is no longer eligible for insurance;
 - (3) the date the Insured Person ceases to be a member of the Eligible Class;
 - (4) the last day of the Insurance Month in which the Insured Person requests termination;
 - (5) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
 - (6) the end of the period for which the last required premium has been paid;
 - (7) with respect to any particular insurance benefit, the date the portion of this Policy providing that type of benefit terminates;
 - (8) with respect to any category shown in the Schedule of Benefits, the date benefits payable reach the overall maximum for that category;
 - (9) the date the Insured Person ceases to be covered under at least one category other than the Wellness Category;
 - (10) the date the Insured Person's employment with the Group Policyholder terminates; or
 - (11) the date the Insured Person enters armed services of any state or country on active duty, except for duty of 30 days or less for training in the Reserves or National Guard. (If the Person sends proof of military service, the Company will refund any unearned premium);
- unless insurance is continued as provided below.

CONTINUATION RIGHTS. Ceasing Active Work results in termination of the Insured Person's eligibility for insurance, but insurance may be continued as follows.

Disability. If the Insured Person is disabled due to an event or illness shown in the Schedule of Benefits, then insurance may be continued until the earlier of:

- (1) 12 Insurance Months after the disability begins; or
- (2) the date the Person is no longer disabled.

The required premium payments must be received from the Group Policyholder, throughout the period of continued insurance.

Family or Medical Leave. If an Insured Person goes on an approved Family or Medical Leave and is **not** entitled to any more favorable continuation available during disability, insurance may be continued until the earliest of:

- (1) the end of the leave period approved by the Group Policyholder;
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date the Insured Person notifies the Group Policyholder that he or she will not return; or
- (4) the date the Insured Person begins employment with another employer.

The required premium payments must be received from the Group Policyholder throughout the period of continued insurance.

Military Leave. If an Insured Person goes on a Military Leave, insurance may be continued for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the Group Policyholder. The required premium payments must be received from the Group Policyholder throughout the period of continued insurance.

**TERMINATION OF PERSONAL CRITICAL ILLNESS INSURANCE
(Continued)**

Conditions. In administering the above continuations, the Group Policyholder must not act so as to discriminate unfairly among Insured Persons in similar situations. Insurance may not be continued when an Insured Person ceases Active Work due to a labor dispute, strike, work slowdown or lockout.

PORTABILITY. If insurance under this Policy would end for any reason other than nonpayment of premiums, the Insured Person has the option to continue Personal Critical Illness Insurance and Dependent Critical Illness Insurance. To continue insurance under this section, the Insured Person must:

- (1) notify the Company within 31 days of the date the insurance would otherwise end; and
- (2) pay the applicable premium to the Company.

Portability is not available when insurance terminates solely because an Insured Person's spouse or child ceases to be an eligible Dependent.

Insurance continued under this section ends on the earliest of:

- (1) the last day of the period for which the Insured Person paid premiums; or
- (2) the date the Company receives a written request from the Insured Person to terminate the insurance; or
- (3) the date the Insured Person attains age 90 or dies.

INDIVIDUAL TERMINATION. Termination will have no effect on benefits payable for claims incurred by the Insured Person while he or she was insured under this Policy.

ELIGIBILITY AND EFFECTIVE DATES FOR DEPENDENT CRITICAL ILLNESS INSURANCE

DEPENDENT means an Insured Person's:

- (1) legal spouse, who is not legally separated from the Insured Person;
- (2) child less than 26 years of age; or
- (3) child age 26 years or older, who is:
 - (a) continuously unable to earn a living because of a physical or mental disability;
and
 - (b) chiefly dependent upon the Insured Person for support and maintenance.

The child must be covered by the Group Policyholder's Critical Illness plan on the day before insurance would otherwise end due to his or her age. Proof of the total disability must be sent to the Company:

- (a) within 31 days of the day coverage would otherwise end due to age; and
- (b) thereafter, when the Company requests (but not more than once every two years).

Dependent will also include a child that is required to be provided insurance by the Insured Person under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609a).

"Child" includes:

- (1) an Insured Person's natural child, legally adopted child, or stepchild;
- (2) a child placed with the Insured Person for the purpose of adoption, from the date of placement;
- (3) a child for whom the Insured Person is required by court order to provide Critical Illness insurance;
- (4) a grandchild who resides in the Insured Person's household; and who is chiefly dependent on the Insured Person for support; and
- (5) a foster child for whom the Insured Person has assumed full parental responsibility and control.

ELIGIBILITY. An Insured Person becomes eligible to enroll for Dependent Critical Illness Insurance on the latest of:

- (1) the date the Insured Person becomes eligible for Personal Critical Illness Insurance;
- (2) the issue date of this Policy; or
- (3) the date the Insured Person first acquires a Dependent.

An Insured Person again becomes eligible to enroll for Dependent Critical Illness Insurance under this Policy during any Annual/Open Enrollment Period.

A Person must be insured for Personal Critical Illness Insurance to insure his or her Dependents. Dependents to be insured by this Policy must be enrolled in and approved for the same plan of benefits as the Insured Person.

**ELIGIBILITY AND EFFECTIVE DATES FOR
DEPENDENT CRITICAL ILLNESS INSURANCE
(Continued)**

ANNUAL/OPEN ENROLLMENT PERIOD. A Person again becomes eligible to enroll, re-enroll, or change benefit options for Dependent Critical Illness Insurance under this Policy during the Group Policyholder's Annual/Open Enrollment Period.

EFFECTIVE DATES. Except as provided in the NEW DEPENDENTS section, Dependent Critical Illness Insurance will become effective on the latest of:

- (1) the first day of the Insurance Month following the date the Insured Person becomes eligible for Dependent Critical Illness Insurance; or
- (2) the first day of the Insurance Month following the date the Insured Person makes written application for Dependent Critical Illness Insurance and pays the required Dependent premium to the Company; or
- (3) the first day of the Insurance Month following the date the Company approves any Evidence of Insurability, if required. (See Schedule of Benefits).

COURT ORDERED COVERAGE. If insurance is provided to a child based on a court order which requires the Insured Person to provide Critical Illness benefits for the child, the insurance will become effective on the date stated in the court order; subject to:

- (1) any eligibility and Evidence of Insurability requirements set forth in this Policy; and
- (2) payment of any additional premium.

NEW DEPENDENTS. If additional premium is required to add a new Dependent, coverage for the new Dependent will become effective on the date the Dependent is acquired; provided:

- (1) the Insured Person completes a written application; and
- (2) the additional premium is paid to the Company;

within 31 days of the date the Dependent is acquired.

If additional premium is not required, coverage for a new Dependent will become effective on the date the Dependent is acquired.

EXCEPTION FOR NEWBORN. If an Insured Person acquires a newborn Dependent child, the child will be automatically insured for the first 31 days following birth. If the Insured Person elects not to enroll the newborn child and pay any additional premium within 31 days following birth, the newborn child's insurance will terminate.

**TERMINATION OF
DEPENDENT CRITICAL ILLNESS INSURANCE**

TERMINATION. Critical Illness Insurance on a Dependent will cease on the earliest of:

- (1) the date he or she ceases to be an eligible Dependent, as defined in this Policy;
- (2) with respect to any category shown in the Schedule of Benefits, the date benefits payable reach the overall maximum for that category; or
- (3) the date he or she ceases to be covered under at least one category other than the Wellness Category.

Dependent Critical Illness Insurance will cease for all of the Insured Person's Dependents on the earliest of:

- (1) the date the Insured Person's Critical Illness Insurance terminates;
- (2) the date Dependent Critical Illness Insurance is discontinued under this Policy;
- (3) the date the Insured Person ceases to be in a class eligible for Dependent Critical Illness Insurance;
- (4) the date the Insured Person requests that the Dependent Critical Illness Insurance be terminated;
- (5) with respect to a benefit or a specific type of benefit, the date the portion of this Policy providing that type of benefit terminates; or
- (6) the date through which premium has been paid on behalf of the Insured Dependents.

SURVIVING DEPENDENTS. If Personal Critical Illness Insurance terminates due to the Insured Person's death, Dependent Critical Illness Insurance may be continued:

- (1) for three Insurance Months; or any longer period, if required by state or federal law;
- (2) provided the Group Policyholder submits the premium on behalf of the surviving Dependents; and this Policy remains in force.

REINSTATEMENT OF DEPENDENT INSURANCE If an Insured Person reinstates his or her Personal Critical Illness Insurance, the Insured Person may also reinstate Dependent's Critical Illness Insurance at the same time. To do so, the Insured Person must follow the same requirements that apply in the reinstatement of the Insured Person's Personal Critical Illness Insurance.

DEPENDENT TERMINATION. Termination will have no effect on benefits payable for claims incurred by the Insured Dependent while he or she was insured under this Policy.

PREMIUM AND PREMIUM RATES

PAYMENT OF PREMIUMS. No insurance provided by this Policy will be in effect until the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due.

GRACE PERIOD. A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period, unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

PREMIUM RATE CHANGE. The Company may change any premium rate:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Company's liability is changed because the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy; or
- (4) on any premium due date after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company, for all policies of like class.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 31 days advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

For premium purposes, the effective date of any change in insurance is the first day of the Insurance Month which coincides with or follows the change. Changes will not be pro-rated daily.

PREMIUM RATE SCHEDULE

Critical Illness Rates

Critical Illness Base Coverage Rates

Class: 1

Class Description: All Full-Time Salaried Employees

Wellness Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$1.612	\$1.612
31-40	\$1.612	\$1.612
41-50	\$1.612	\$1.612
51-60	\$1.612	\$1.612
61-70	\$1.612	\$1.612

*Same rates apply for Dependent Spouse Critical Illness Insurance.

**PREMIUM AND PREMIUM RATES
(Continued)**

PREMIUM RATE SCHEDULE (Continued)

Heart Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$1.508	\$2.704
31-40	\$3.094	\$7.124
41-50	\$8.190	\$16.380
51-60	\$14.118	\$29.926
61-70	\$26.832	\$53.794

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Annual premium rate per \$1,000 of Dependent Child(ren) Critical Illness Insurance

Issue Age	Rate
17-30	\$0.494
31-40	\$0.650
41-50	\$0.650
51-60	\$0.546
61-70	\$0.442

*Child rates based on employee's issue age.

Cancer Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$2.392	\$3.848
31-40	\$4.212	\$8.944
41-50	\$9.828	\$20.722
51-60	\$19.214	\$44.668
61-70	\$34.086	\$84.630

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Annual premium rate per \$1,000 of Dependent Child(ren) Critical Illness Insurance

Issue Age	Rate
17-30	\$0.884
31-40	\$1.196
41-50	\$1.222
51-60	\$0.988
61-70	\$0.806

*Child rates based on employee's issue age.

**PREMIUM AND PREMIUM RATES
(Continued)**

PREMIUM RATE SCHEDULE (Continued)

Organ Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$1.144	\$1.638
31-40	\$1.508	\$2.522
41-50	\$1.950	\$3.588
51-60	\$2.704	\$4.862
61-70	\$3.328	\$5.980

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Annual premium rate per \$1,000 of Dependent Child(ren) Critical Illness Insurance

Issue Age	Rate
17-30	\$2.262
31-40	\$3.068
41-50	\$3.146
51-60	\$2.522
61-70	\$2.054

*Child rates based on employee's issue age.

Quality of Life Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$0.260	\$0.260
31-40	\$0.494	\$0.494
41-50	\$1.014	\$1.014
51-60	\$2.262	\$2.262
61-70	\$4.290	\$4.290

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Accident Benefit Rider

Annual premium rate per \$1,000 of Personal Critical Illness Insurance: \$0.520*

*Same rates apply for Dependent Spouse Critical Illness Insurance.

No additional cost for Dependent Child(ren) coverage.

**PREMIUM AND PREMIUM RATES
(Continued)**

PREMIUM RATE SCHEDULE (Continued)

Critical Illness Base Coverage Rates

Class: 2

Class Description: All Full-Time Hourly Employees

Wellness Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$1.612	\$1.612
31-40	\$1.612	\$1.612
41-50	\$1.612	\$1.612
51-60	\$1.612	\$1.612
61-70	\$1.612	\$1.612

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Heart Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$1.508	\$2.704
31-40	\$3.094	\$7.124
41-50	\$8.190	\$16.380
51-60	\$14.118	\$29.926
61-70	\$26.832	\$53.794

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Annual premium rate per \$1,000 of Dependent Child(ren) Critical Illness Insurance

Issue Age	Rate
17-30	\$0.494
31-40	\$0.650
41-50	\$0.650
51-60	\$0.546
61-70	\$0.442

*Child rates based on employee's issue age.

**PREMIUM AND PREMIUM RATES
(Continued)**

PREMIUM RATE SCHEDULE (Continued)

Cancer Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$2.392	\$3.848
31-40	\$4.212	\$8.944
41-50	\$9.828	\$20.722
51-60	\$19.214	\$44.668
61-70	\$34.086	\$84.630

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Annual premium rate per \$1,000 of Dependent Child(ren) Critical Illness Insurance

Issue Age	Rate
17-30	\$0.884
31-40	\$1.196
41-50	\$1.222
51-60	\$0.988
61-70	\$0.806

*Child rates based on employee's issue age.

Organ Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$1.144	\$1.638
31-40	\$1.508	\$2.522
41-50	\$1.950	\$3.588
51-60	\$2.704	\$4.862
61-70	\$3.328	\$5.980

*Same rates apply for Dependent Spouse Critical Illness Insurance.

Annual premium rate per \$1,000 of Dependent Child(ren) Critical Illness Insurance

Issue Age	Rate
17-30	\$2.262
31-40	\$3.068
41-50	\$3.146
51-60	\$2.522
61-70	\$2.054

*Child rates based on employee's issue age.

**PREMIUM AND PREMIUM RATES
(Continued)**

PREMIUM RATE SCHEDULE (Continued)

Quality of Life Category

Annual premium rate per \$1,000 of Personal Critical Illness Insurance*

Issue Age	Non-Tobacco	Tobacco
17-30	\$0.260	\$0.260
31-40	\$0.494	\$0.494
41-50	\$1.014	\$1.014
51-60	\$2.262	\$2.262
61-70	\$4.290	\$4.290

*Same rates apply for Dependent Spouse Critical Illness Insurance.
No additional cost for Dependent Child(ren) coverage.

Accident Benefit Rider

Annual premium rate per \$1,000 of Personal Critical Illness Insurance: \$0.520*

*Same rates apply for Dependent Spouse Critical Illness Insurance. No additional cost for Dependent Child(ren) coverage.

POLICY TERMINATION

TERMINATION BY THE COMPANY. This Policy is issued for an indefinite term. The Policy will continue in force as long as premiums are paid when due, unless terminated for one of the following reasons:

- (1) the Group Policyholder, without good cause, fails to:
 - (a) promptly furnish any information which the Company may reasonably require;
or
 - (b) perform its duties pertaining to this Policy in good faith; or
- (2) state law otherwise requires this Policy to be terminated.

To terminate this Policy, the Company must give the Group Policyholder at least 31 days advance written notice of its intent to do so.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time by giving the Company advance written notice. Insurance will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in effect.

CRITICAL ILLNESS BENEFITS

For Class 1

GENERAL CRITICAL ILLNESS BENEFITS. The Company will pay a Critical Illness Benefit if an Insured Person or Insured Dependent sustains an Event/Illness shown in the Schedule of Benefits while covered under this Policy.

Benefit amounts payable are shown in the Schedule of Benefits.

For each Insured Person or Insured Dependent, the lifetime total benefits payable in any category shown in the Schedule of Benefits (except the Wellness Category) are subject to an overall maximum, as shown in the Schedule of Benefits. Certain Events/Illnesses are also subject to separate lifetime maximums, as shown in the Schedule of Benefits. If benefits paid to an Insured Person or Insured Dependent reach the overall maximum for a category, his or her coverage for that category will terminate.

Except for the Wellness Category, benefits are not payable if an Event/Illness shown in the Schedule of Benefits occurs within:

- (1) 180 days of another Event/Illness in the same category; or
- (2) 90 days of an Event/Illness in a different category.

If the Insured Person or Insured Dependent sustains two or more Events/Illnesses simultaneously, the highest applicable benefit is payable. Certain Events/Illnesses are only payable once per the Insured Person's or Insured Dependent's lifetime, as shown in the Schedule of Benefits.

CRITICAL ILLNESS ASSESSMENT BENEFIT. The Company will pay a Critical Illness Assessment Benefit to an Insured Person or Insured Dependent who has one of the following Critical Illness Assessment Tests:

- (1) abdominal aortic aneurysm ultrasound;
- (2) blood test for triglycerides;
- (3) bone marrow testing;
- (4) bone density screening;
- (5) breast ultrasound;
- (6) CA 15-3 (blood test for breast cancer);
- (7) CA125 (blood test for ovarian cancer);
- (8) carotid ultrasound;
- (9) CEA (blood test for colon cancer);
- (10) chest x-ray;
- (11) colonoscopy;
- (12) CT Angiography;
- (13) EKG;
- (14) double contrast barium enema;
- (15) fasting blood glucose test;
- (16) flexible sigmoidoscopy;
- (17) hemoccult stool analysis;
- (18) mammography;
- (19) pap smear;
- (20) PSA (blood test for prostate cancer);
- (21) serum cholesterol HDL/LDL;
- (22) serum protein electrophoresis (blood test for myeloma);
- (23) stress test; or
- (24) thermography.

The Critical Illness Assessment Test must be performed during the Critical Illness Assessment Period as shown in the Schedule of Benefits, while the Insured Person's or Insured Dependent's coverage under this Policy is in effect. The Critical Illness Assessment Benefit is subject to the maximums shown in the Schedule of Benefits.

CRITICAL ILLNESS BENEFITS

(Continued)

For Class 1

CHILD CARE EXPENSE BENEFIT. The Company will pay a Child Care Expense Benefit if an Insured Person or Insured Dependent Spouse incurs Child Care Expenses while confined as an Inpatient in a Hospital or Alternate Care or Rehabilitative Facility for an Event/Illness shown in the Schedule of Benefits.

"**Child Care Expense**" means an expense for the care of a Child, charged by a licensed care provider who:

- (1) is not a member of the Insured Person's immediate family; and
- (2) is not living in the Insured Person's home.

"**Child,**" as used in the Child Care Expense Benefit, means the Insured Person's naturally born child, legally adopted child, stepchild, foster child, or child for whom the Insured Person is the legal guardian, if the child is:

- (1) less than age 16 and living with the Insured Person; or
- (2) age 16 years or older, who is:
 - (a) unmarried;
 - (b) living with the Insured Person; and
 - (c) incapable of independent living due to a mental or physical condition.

Amount. The amount of the Child Care Expense Benefit is shown in the Schedule of Benefits.

Proof. The Insured Person must submit to the Company satisfactory proof that a Child Care Expense has been incurred for a Child (as defined in this provision) and paid by the Insured Person or Insured Dependent Spouse. Satisfactory proof is a signed receipt from the Child care provider showing:

- (1) Child name;
- (2) Child age;
- (3) dates of care;
- (4) total charges for care;
- (5) total payments for care; and
- (6) provider name, address, telephone number, and Federal Employer Identification Number/Taxpayer Identification Number.

Duration. The Child Care Expense Benefit will be payable for up to a maximum of 30 days from the date the Insured Person or Insured Dependent Spouse was confined as an Inpatient in a Hospital. This Benefit will cease on the earliest of:

- (1) the date the Insured Person or Insured Dependent Spouse is released from Inpatient treatment;
- (2) the date an Insured Person's or Insured Dependent Spouse's Child(ren) no longer meet(s) the definition of Child in this provision; or
- (3) the date the maximum duration ends.

CRITICAL ILLNESS BENEFITS

For Class 2

GENERAL CRITICAL ILLNESS BENEFITS. The Company will pay a Critical Illness Benefit if an Insured Person or Insured Dependent sustains an Event/Illness shown in the Schedule of Benefits while covered under this Policy.

Benefit amounts payable are shown in the Schedule of Benefits.

For each Insured Person or Insured Dependent, the lifetime total benefits payable in any category shown in the Schedule of Benefits (except the Wellness Category) are subject to an overall maximum, as shown in the Schedule of Benefits. Certain Events/Illnesses are also subject to separate lifetime maximums, as shown in the Schedule of Benefits. If benefits paid to an Insured Person or Insured Dependent reach the overall maximum for a category, his or her coverage for that category will terminate.

Except for the Wellness Category, benefits are not payable if an Event/Illness shown in the Schedule of Benefits occurs within:

- (1) 180 days of another Event/Illness in the same category; or
- (2) 90 days of an Event/Illness in a different category.

If the Insured Person or Insured Dependent sustains two or more Events/Illnesses simultaneously, the highest applicable benefit is payable. Certain Events/Illnesses are only payable once per the Insured Person's or Insured Dependent's lifetime, as shown in the Schedule of Benefits.

CRITICAL ILLNESS ASSESSMENT BENEFIT. The Company will pay a Critical Illness Assessment Benefit to an Insured Person or Insured Dependent who has one of the following Critical Illness Assessment Tests:

- (1) abdominal aortic aneurysm ultrasound;
- (2) blood test for triglycerides;
- (3) bone marrow testing;
- (4) bone density screening;
- (5) breast ultrasound;
- (6) CA 15-3 (blood test for breast cancer);
- (7) CA125 (blood test for ovarian cancer);
- (8) carotid ultrasound;
- (9) CEA (blood test for colon cancer);
- (10) chest x-ray;
- (11) colonoscopy;
- (12) CT Angiography;
- (13) EKG;
- (14) double contrast barium enema;
- (15) fasting blood glucose test;
- (16) flexible sigmoidoscopy;
- (17) hemoccult stool analysis;
- (18) mammography;
- (19) pap smear;
- (20) PSA (blood test for prostate cancer);
- (21) serum cholesterol HDL/LDL;
- (22) serum protein electrophoresis (blood test for myeloma);
- (23) stress test; or
- (24) thermography.

The Critical Illness Assessment Test must be performed during the Critical Illness Assessment Period as shown in the Schedule of Benefits, while the Insured Person's or Insured Dependent's coverage under this Policy is in effect. The Critical Illness Assessment Benefit is subject to the maximums shown in the Schedule of Benefits.

CRITICAL ILLNESS BENEFITS

(Continued)

For Class 2

CHILD CARE EXPENSE BENEFIT. The Company will pay a Child Care Expense Benefit if an Insured Person or Insured Dependent Spouse incurs Child Care Expenses while confined as an Inpatient in a Hospital or Alternate Care or Rehabilitative Facility for an Event/Illness shown in the Schedule of Benefits.

"**Child Care Expense**" means an expense for the care of a Child, charged by a licensed care provider who:

- (1) is not a member of the Insured Person's immediate family; and
- (2) is not living in the Insured Person's home.

"**Child,**" as used in the Child Care Expense Benefit, means the Insured Person's naturally born child, legally adopted child, stepchild, foster child, or child for whom the Insured Person is the legal guardian, if the child is:

- (1) less than age 16 and living with the Insured Person; or
- (2) age 16 years or older, who is:
 - (a) unmarried;
 - (b) living with the Insured Person; and
 - (c) incapable of independent living due to a mental or physical condition.

Amount. The amount of the Child Care Expense Benefit is shown in the Schedule of Benefits.

Proof. The Insured Person must submit to the Company satisfactory proof that a Child Care Expense has been incurred for a Child (as defined in this provision) and paid by the Insured Person or Insured Dependent Spouse. Satisfactory proof is a signed receipt from the Child care provider showing:

- (1) Child name;
- (2) Child age;
- (3) dates of care;
- (4) total charges for care;
- (5) total payments for care; and
- (6) provider name, address, telephone number, and Federal Employer Identification Number/Taxpayer Identification Number.

Duration. The Child Care Expense Benefit will be payable for up to a maximum of 30 days from the date the Insured Person or Insured Dependent Spouse was confined as an Inpatient in a Hospital. This Benefit will cease on the earliest of:

- (1) the date the Insured Person or Insured Dependent Spouse is released from Inpatient treatment;
- (2) the date an Insured Person's or Insured Dependent Spouse's Child(ren) no longer meet(s) the definition of Child in this provision; or
- (3) the date the maximum duration ends.

EXCLUSIONS

For Class 1

GENERAL EXCLUSIONS. Benefits are not payable for any Event/Illness or loss resulting, directly or indirectly, from or in any degree caused by:

- (1) intentional self-inflicted injury, self-destruction, or suicide, or any attempt thereof; whether sane or insane;
- (2) participation in, commission of or attempt to commit a felony;
- (3) war or any act of war, declared or undeclared; or participation in a riot, insurrection or rebellion of any kind;
- (4) duty as a member of any military, including Reserves or National Guard; or
- (5) an Event/Illness sustained while residing outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months.

Benefits are also not payable while an Insured Person or Insured Dependent is incarcerated in any type of penal or detention facility.

PRE-EXISTING CONDITION EXCLUSION. Benefits are not payable for any Event/Illness or loss:

- (1) resulting, directly or indirectly, from or in any degree caused by a Pre-Existing Condition; and
- (2) diagnosed in the first 12 months following the Insured Person's or Insured Dependent's Effective Date.

"Pre-Existing Condition" means an illness or event for which the Insured Person or Insured Dependent received Treatment within the 3 months prior to his or her Effective Date.

"Treatment" means a Physician's consultation, care or services; diagnostic measures; and the prescription, refill or taking of prescribed drugs or medicines.

The above Pre-Existing Condition Exclusion will also apply to:

- (1) any increase in the Critical Illness Principal Sum;
- (2) the addition by amendment of a benefit or category of benefits under this Policy;
- (3) an Insured Person's election after initial enrollment of any category of benefits under this Policy; and
- (4) the election after initial enrollment of any benefit provided by an amendment to this Policy.

EXCLUSIONS

For Class 2

GENERAL EXCLUSIONS. Benefits are not payable for any Event/Illness or loss resulting, directly or indirectly, from or in any degree caused by:

- (1) intentional self-inflicted injury, self-destruction, or suicide, or any attempt thereof; whether sane or insane;
- (2) participation in, commission of or attempt to commit a felony;
- (3) war or any act of war, declared or undeclared; or participation in a riot, insurrection or rebellion of any kind;
- (4) duty as a member of any military, including Reserves or National Guard; or
- (5) an Event/Illness sustained while residing outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months.

Benefits are also not payable while an Insured Person or Insured Dependent is incarcerated in any type of penal or detention facility.

PRE-EXISTING CONDITION EXCLUSION. Benefits are not payable for any Event/Illness or loss:

- (1) resulting, directly or indirectly, from or in any degree caused by a Pre-Existing Condition; and
- (2) diagnosed in the first 12 months following the Insured Person's or Insured Dependent's Effective Date.

"Pre-Existing Condition" means an illness or event for which the Insured Person or Insured Dependent received Treatment within the 3 months prior to his or her Effective Date.

"Treatment" means a Physician's consultation, care or services; diagnostic measures; and the prescription, refill or taking of prescribed drugs or medicines.

The above Pre-Existing Condition Exclusion will also apply to:

- (1) any increase in the Critical Illness Principal Sum;
- (2) the addition by amendment of a benefit or category of benefits under this Policy;
- (3) an Insured Person's election after initial enrollment of any category of benefits under this Policy; and
- (4) the election after initial enrollment of any benefit provided by an amendment to this Policy.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At the death of an Insured Person, any amount payable under this Policy will be paid to the named Beneficiary who survives the Insured Person. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to the Insured Person's:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving sibling or siblings in equal shares; or, if none
- (5) estate.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class to receive payment. Unless the Company receives written notice at its Group Insurance Service Office of a valid claim by some other person before paying the proceeds, the Company will make payment based upon the affidavit it has received. Such payment will release the Company from any further obligation for the death benefit.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

If the person who would otherwise receive payment dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

payment will be made as if the Insured Person had survived that person; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment form, unless changed. If this Policy replaces a group policy providing similar coverages; then an Insured Person's beneficiary named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person or his or her assignee may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office prior to the Insured Person's death. The change will be effective as of the date it was signed; subject to any action taken by the Company before it received notice of the change.

FACILITY OF PAYMENT. If any benefit under this Policy becomes payable to an Insured Person's estate, a minor, or any person who (in the Company's opinion) is not competent to give a valid release; then the Company, at its option, may make payment to any one or more of the following:

- (1) a person who has assumed the care and support of the Insured Person or Beneficiary;
- (2) a person who has incurred expense as a result of the Insured Person's last illness or death;
- (3) the personal representative of the Insured Person's estate; or
- (4) any person related by blood or marriage to the Insured Person.

No payment made to anyone named above may exceed \$1,000. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment.

CLAIM PROCEDURES FOR CRITICAL ILLNESS INSURANCE

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of claim must be given within 20 days after a claim is incurred; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Group Policyholder's name and Policy number;
- (2) the Insured Person's name, address and certificate number, if available; and
- (3) the patient's name and relationship to the Insured Person.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Person may send the Company written proof of claim in a letter. It should state the nature, date and cause of the claim.

Proof of Claim. The Company must be given written proof of claim within 90 days after a claim is incurred; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must include:

- (1) the nature, date and cause of the claim;
- (2) a description of the services provided; and
- (3) a signed authorization for the Company to obtain more information.

Within 15 days after receiving the first proof of claim, the Company may send a written acknowledgment. It will request any missing information or additional items needed to support the claim. This may include:

- (1) any study models, treatment records or charts;
- (2) copies of any x-rays or other diagnostic materials; and
- (3) any other items the Company may reasonably require.

* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

PHYSICAL EXAMS. While a Critical Illness claim is pending, the Company may have the claimant examined:

- (1) by a Physician of its choice;
- (2) as often as is reasonably required.

In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any Critical Illness benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE. All benefits payable under this Policy, including any benefits for Insured Dependents, will be paid to the Insured Person, while living, unless:

- (1) an overpayment has been made and the Company is entitled to reduce future benefits; or
- (2) state or federal law requires that benefits be paid to a Insured Dependent child's custodial parent or custodian.

If any benefits remain to be paid after the Insured Person's death, such benefits will be paid in accord with the Beneficiary provision.

CLAIM PROCEDURES FOR CRITICAL ILLNESS INSURANCE
(Continued)

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within 90 days after receiving the first proof of a Critical Illness claim.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within 180 days after receiving the first proof of a Critical Illness claim. If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within 60 days after receiving a denial notice of a Critical Illness claim. To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under this Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a Critical Illness claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time.

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the claimant a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

CLAIM PROCEDURES FOR CRITICAL ILLNESS INSURANCE
(Continued)

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim, then the Company has the right to recover the excess from one or more of the following:

- (1) the claimant or claimant's estate;
- (2) the claimant's Beneficiary, or Beneficiary's estate; or
- (3) an insurance company or other organization which has been overpaid.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder, the Company has the authority to:

- (1) manage this Policy and administer claims under it; and
- (2) interpret the provisions and to resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering this Policy and claims under it;
- (2) determine eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the claimant's rights to:

- (1) request a state insurance department review; or
- (2) bring legal action.

POLICY AMENDMENT

**TO BE ATTACHED TO AND MADE A PART OF POLICY NO. 00040500416100000
ISSUED TO: JDK Management Co. L.P.
FOR: Class 1**

The Policy is amended by the addition of the following Accident Benefit provision.

ACCIDENT BENEFIT

The Company will pay an Accident Benefit if an Insured Person or Insured Dependent sustains one of the following incidents as a result of an Accident:

- (1) Coma;
- (2) Severe Burn; or
- (3) Paralysis.

The Accident must occur while this Policy Amendment is in force for the Insured Person or Insured Dependent. The benefit is payable once per Accident.

The benefit does not affect any other benefits payable under the Policy.

AMOUNT. The amount of the Accident Benefit equals the Insured Person's or Insured Dependent's' Critical Illness Principal Sum shown in the Policy's Schedule of Benefits.

DEFINITIONS. The following additional definitions apply to this Accident Benefit.

"Accident or Accidental" means an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated.

"Coma" means a state of complete mental unresponsiveness, due to Accidental Injury, during which the Insured Person or Insured Dependent:

- (1) cannot be awakened;
- (2) does not respond to pain, light or sound; and
- (3) does not take voluntary actions.

It does not include a medically-induced coma. For the purpose of this definition, these traits must be met for a continuous period of time lasting at least 7 days. Diagnosis is made by a board-certified or board-eligible neurologist and based on findings from clinical diagnosis.

"Injury or Injuries" means bodily injury solely due to an Accident. It includes all complications of and all injuries received from the same Accident.

"Paralysis" means complete and permanent loss of the use of two or more limbs. Diagnosis must be confirmed by findings from physical examination conducted by a board-certified or board-eligible neurologist, psychiatrist, or other Physician.

"Severe Burn" means:

- (1) a third-degree (full thickness) burn covering at least 18% of the body; or
- (2) a second-degree (partial thickness) burn covering at least 36% of the body.

Diagnosis is made based on clinical examination findings conducted by a board-certified or board-eligible plastic surgeon or other Physician.

**POLICY AMENDMENT
(Continued)**

EXCLUSIONS. The Exclusions contained in the Policy apply to this Policy Amendment. In addition, no Benefits will be paid for any loss resulting, directly or indirectly, from or in any degree caused by:

- (1) disease, physical or mental infirmity, illness, infection (except when the infection is due to an Accidental cut or wound), or medical or surgical treatment of these;
- (2) deliberate use of drugs, poison, gas or fumes, whether by ingestion, injection, inhalation or absorption, except when administered within the therapeutic levels and dosage prescribed by a licensed Physician or while conducting duties in the course of employment;
- (3) an Injury arising out of, or in the course of any employment for wage or profit;
- (4) the Insured Person or Insured Dependent having a blood alcohol level of .08 grams of alcohol or more per 100 milliliters of blood;
- (5) high risk sports or extreme sports such as, but not limited to, bungee jumping, parachuting, base jumping, or mountaineering;
- (6) cosmetic or elective surgery;
- (7) being incarcerated in any type of penal or detention facility;
- (8) participating in or practicing for, or officiating any semi-professional or professional sport;
- (9) riding in or driving in any motor driven vehicle for race, stunt show or speed test; or
- (10) an Injury sustained while residing outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all other provisions of the Policy.

This amendment takes effect on January 1, 2016, or on the Insured Person's effective date of coverage under the Policy, whichever is later. In all other respects, the Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

POLICY AMENDMENT

**TO BE ATTACHED TO AND MADE A PART OF POLICY NO. 00040500416100000
ISSUED TO: JDK Management Co. L.P.
FOR: Class 2**

The Policy is amended by the addition of the following Accident Benefit provision.

ACCIDENT BENEFIT

The Company will pay an Accident Benefit if an Insured Person or Insured Dependent sustains one of the following incidents as a result of an Accident:

- (4) Coma;
- (5) Severe Burn; or
- (6) Paralysis.

The Accident must occur while this Policy Amendment is in force for the Insured Person or Insured Dependent. The benefit is payable once per Accident.

The benefit does not affect any other benefits payable under the Policy.

AMOUNT. The amount of the Accident Benefit equals the Insured Person's or Insured Dependent's' Critical Illness Principal Sum shown in the Policy's Schedule of Benefits.

DEFINITIONS. The following additional definitions apply to this Accident Benefit.

"Accident or Accidental" means an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated.

"Coma" means a state of complete mental unresponsiveness, due to Accidental Injury, during which the Insured Person or Insured Dependent:

- (4) cannot be awakened;
- (5) does not respond to pain, light or sound; and
- (6) does not take voluntary actions.

It does not include a medically-induced coma. For the purpose of this definition, these traits must be met for a continuous period of time lasting at least 7 days. Diagnosis is made by a board-certified or board-eligible neurologist and based on findings from clinical diagnosis.

"Injury or Injuries" means bodily injury solely due to an Accident. It includes all complications of and all injuries received from the same Accident.

"Paralysis" means complete and permanent loss of the use of two or more limbs. Diagnosis must be confirmed by findings from physical examination conducted by a board-certified or board-eligible neurologist, psychiatrist, or other Physician.

"Severe Burn" means:

- (3) a third-degree (full thickness) burn covering at least 18% of the body; or
- (4) a second-degree (partial thickness) burn covering at least 36% of the body.

Diagnosis is made based on clinical examination findings conducted by a board-certified or board-eligible plastic surgeon or other Physician.

POLICY AMENDMENT
(Continued)

EXCLUSIONS. The Exclusions contained in the Policy apply to this Policy Amendment. In addition, no Benefits will be paid for any loss resulting, directly or indirectly, from or in any degree caused by:

- (11) disease, physical or mental infirmity, illness, infection (except when the infection is due to an Accidental cut or wound), or medical or surgical treatment of these;
- (12) deliberate use of drugs, poison, gas or fumes, whether by ingestion, injection, inhalation or absorption, except when administered within the therapeutic levels and dosage prescribed by a licensed Physician or while conducting duties in the course of employment;
- (13) an Injury arising out of, or in the course of any employment for wage or profit;
- (14) the Insured Person or Insured Dependent having a blood alcohol level of .08 grams of alcohol or more per 100 milliliters of blood;
- (15) high risk sports or extreme sports such as, but not limited to, bungee jumping, parachuting, base jumping, or mountaineering;
- (16) cosmetic or elective surgery;
- (17) being incarcerated in any type of penal or detention facility;
- (18) participating in or practicing for, or officiating any semi-professional or professional sport;
- (19) riding in or driving in any motor driven vehicle for race, stunt show or speed test; or
- (20) an Injury sustained while residing outside the United States, U.S. Territories, Canada, or Mexico for more than 12 months.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all other provisions of the Policy.

This amendment takes effect on January 1, 2016, or on the Insured Person's effective date of coverage under the Policy, whichever is later. In all other respects, the Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

The Lincoln National Life Insurance Company
 Group Insurance Service Office
 8801 Indian Hills Drive
 Omaha, Nebraska 68114-4066

Office Use Only ID# _____

APPLICATION FOR GROUP INSURANCE
 is hereby made to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (the Company).

A. NAME AND ADDRESS

1. Applicant's Full Legal Name (exactly as to be shown in Group Policy): JDK MANAGEMENT CO., LP

2. Main Office Address (physical location and group situs state):
 Street 1388 ROUTE 487 City BLOOMSBURG State PA
 Zip 17815 Phone # (570) 784-0111 FAX # (570) 784-4785 E-Mail Address rtroup@JDKMGT.CO
 (if available)

B. REQUESTED COVERAGES

The following Group Insurance is applied for as specified in the sold case proposal(s). Complete the requested Effective Date for each coverage.

- | | |
|--|--|
| <input type="checkbox"/> Life & AD&D with Effective Date _____ | <input type="checkbox"/> Voluntary Life with Effective Date _____ |
| <input type="checkbox"/> Long Term Disability with Effective Date _____ | <input type="checkbox"/> Voluntary Life & AD&D with Effective Date _____ |
| <input type="checkbox"/> Short Term Disability with Effective Date _____ | <input type="checkbox"/> Voluntary Long Term Disability with Effective Date _____ |
| <input type="checkbox"/> Dental with Effective Date _____ | <input type="checkbox"/> Voluntary Short Term Disability with Effective Date _____ |
| <input type="checkbox"/> Accident with Effective Date _____ | <input type="checkbox"/> Voluntary Dental with Effective Date _____ |
| <input checked="" type="checkbox"/> Critical Illness with Effective Date <u>1/1/2016</u> | |

C. BUSINESS INFORMATION

1. Nature of Business (Please specify): RESTAURANT/HOTEL/NURSING HOME MANAGEMENT
 Years in Business 25+ Federal Tax ID# 23-3062632

2. Business is Organized As (select one):
 Corporation Non-Profit Organization
 Partnership Proprietorship Other _____

3. Financial Risk (If Yes to any part, please explain below.)
 Yes No Has Applicant ever filed for bankruptcy?
 Yes No Does Applicant anticipate ceasing or materially reducing active business operations?
 Yes No Has Applicant opted out (or do they anticipate opting out) of Workers' Compensation?
 Explanation: _____

4. Binder payment submitted: Amount \$ _____ (if applicable)

D. REPLACEMENT COVERAGE

Yes No Will all or part of this coverage replace any similar coverage? If Yes, provide details of the prior plan below and enclose a copy of each inforce contract to be replaced.

Coverage Type	Prior Carrier Name	Prior Plan Effective Date	Termination Date
CRITICAL ILLNESS	ALLSTATE	01/01/2015	12/31/2015

E. FRAUD WARNING

ALABAMA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents a false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award from insurance proceeds shall be reported to the Colorado Division of insurance within the Department of Regulatory Services.

DC: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

KENTUCKY: Any person who knowingly and with the intent to defraud an insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information containing any fact material thereto, commits a fraudulent insurance act, which is a crime.

LOUISIANA & RHODE ISLAND: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW MEXICO: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

OTHER STATES (EXCEPT KANSAS): A person may be committing insurance fraud if he or she submits an application containing a false or deceptive statement with the intent to defraud (or knowing that he or she is helping to defraud) an insurance company.

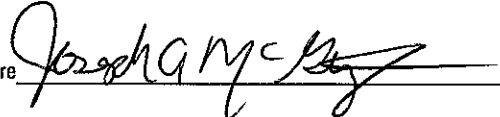
F. AGREEMENT. The Applicant hereby applies for group insurance. The information in this Application is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance. Omission or misstatement of known information on this Application could affect the validity of any insurance issued and cause the denial of an otherwise valid claim. The Applicant understands that the requested group insurance will:

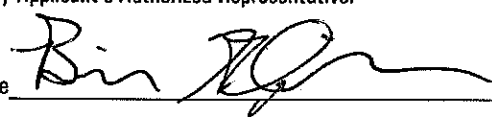
- (a) be issued only if the requested insurance is acceptable to the Company and is legally permissible;
- (b) be issued under a group Policy or Policies in the language customarily used by the Company;
- (c) be subject to the Company's usual underwriting requirements (including Evidence of Insurability, if applicable);
- (d) be subject to all exclusions and limitations of the Policy; and
- (e) take effect on the date determined by the Company.

The Applicant understands that no agent or broker has the authority to guarantee the acceptability of the requested insurance. The effective date of insurance for which an employee is required to submit satisfactory Evidence of Insurability will be determined in accord with the Policy's terms, and will be subject to any Active Work requirement. The Applicant agrees not to:

- (a) collect or pay premiums (other than the Binder Premium, if any) for such insurance, before receiving the Company's notice of approval; or
- (b) distribute material describing Policy coverage to persons to be insured, without the Company's prior written consent.

If dental insurance is requested, the Applicant agrees to provide employees and dependents notice of any applicable continuation rights, required by federal COBRA law or any similar state continuation law. Premium rate quotes were based on data submitted to the Company. Final premium rates will be determined by the actual composition of the group. This application and the Binder payment, if any, constitutes the consideration for any Policy issued. After receipt of the Policy, payment of the premium is deemed acceptance of the Policy's terms. If this Application is approved, it will be made a part of any Policy issued.

Writing Agent
Or Broker's Signature 
Typed or Printed Name THE GRAHAM COMPANY

Signed by Applicant's Authorized Representative:

Signature

License Number 58627 State PA

Typed or Printed Name Brian Klingerman
Title Vice President

State Signed PA Date 11/19/2015

Must be signed prior to Effective Date