



SUMMARY PLAN DESCRIPTION

GROUP UNIVERSAL LIFE INSURANCE

Optional Group Universal Life Insurance Program Benefit Program Summary Plan Description Effective as of July 1, 2020

The Optional Group Universal Life Insurance Program (“Program”) allows you to apply for additional life insurance coverage for you and your dependents. You pay for this benefit. The Program is fully insured by Metropolitan Life Insurance Company (“Insurance Company”). The following pages include Certificates of Insurance issued by the Insurance Company (which may also include riders, endorsements or other related attachments) (together, the “Certificates”). The Certificates describes the terms and provisions of the insured benefits provided.

Six Certificates are attached. Please use the PDF Bookmarks to access. The six Certificates vary depending upon the type of coverage applicable to your needs.

1. Occidental Employee with Child Certificate
2. Occidental Employee without Child Certificate
3. Occidental Spouse with Child Certificate
4. Occidental Spouse without Child Certificate
5. Occidental Union Employee Certificate
6. Occidental Union Spouse Certificate

About the Summary Plan Description:

The Program is a part of the Occidental Petroleum Corporation Welfare Plan (the “Plan”).* The full Summary Plan Description consists of a [wrap-around summary plan description document \(“Wrap-SPD”\)](#) and the Benefit Program Summary Plan Descriptions (“Benefit Program SPDs”) for each benefit program under the Plan.

This document that you are reading is the Benefit Program SPD for the Program. This Benefit Program SPD must be read together with the Wrap-SPD because both documents contain terms and provisions that are applicable to the Program. For additional information regarding the interaction of this Benefit Program SPD (including the Certificate) with the Wrap-SPD, please consult Article II “Interpretation” of the Wrap-SPD.

To view the Wrap-SPD click [here](#). Alternatively, to request a hardcopy or an electronic copy please contact the OxyLink Employee Service Center (OxyLink) by [email](#) or call 1-800-699-6903 (inside US) and 1-918-610-1990 (outside US) and an OxyLink representative will be happy to assist you.

* The Program is provided under the “General Health & Welfare Component” of the Plan. Other benefits unrelated to the Program are provided under a separate component of the Plan. For purposes of this Benefit Program SPD, references to the “Plan” will mean the General Health & Welfare Component unless otherwise specified or appropriate in context.

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166



03/12/20

SAMPLE EMPLOYEE
100 SAMPLE RD.
SAMPLE CITY RI 10000

Important Information - Please Read

Why we're contacting you

Thank you for choosing Metropolitan Life Insurance Company ("MetLife"). We appreciate the confidence you and your Employer have placed in us. MetLife insures many of the nation's top companies, and is dedicated to helping individuals build financial security.

What we're doing

Enclosed you will find your MetLife certificate, which confirms your life insurance coverage. The effective date of your coverage is January 1, 2016, provided you meet the plan provisions for eligibility on that date, which may include a requirement that you be actively at work for the Employer.

What you need to do

Please secure your certificate as you would other important papers, and refer to it to enhance your overall understanding of the benefits provided.

You have the right to examine the certificate and return it within twenty days after receiving it, as stated under the "Right to Examine Certificate."

What you need to know

We will communicate with you at least annually, when we summarize for you the premium payments, disbursements, earnings and current death benefit amount(s) which relate to your certificate. In addition, you will hear from us at the time of any significant certificate activity.

We're here to help

We appreciate the opportunity to help you provide financial security for your loved ones, and look forward to a long, mutually rewarding relationship. If you have any questions, please call our Customer Relations Department at (800) 756-0124 Monday through Friday, 7:00am to 7:00pm Central Time.

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Protect your family's financial future with our will preparation services ¹



Experts at hand

Having a will prevents unnecessary stress and ensures your final wishes are clear. We offer valuable legal resources through Hyatt Legal Plans to assist you with creating or updating a binding will at no additional cost with your Group Universal Life coverage. Get expert guidance and unlimited consultations with a plan attorney so you can feel confident you're making the right decisions.

Tailored guidance when it matters most

Choose to meet with any of our more than 15,000 participating plan attorneys in-person or by phone for a one-on-one consultation in a private and supportive environment. There are no claim forms to file for covered services--fees are taken care of through your plan. To help you find the right fit for you, you can use an out-of-network attorney, the fees for these services are based on a set fee schedule.*

You've got it covered

Take advantage of covered services including:

- * **Unlimited access:** Talk to an attorney as many times as needed to prepare, update or revise a will.
- * **Protection for the unexpected:** Prepare living wills and powers of attorney to help ease the stress if individuals become unable to make decisions for themselves.

These services are automatically available to you.

Expert guidance is just a conversation away

Simply contact a Client Services Representative to get started. We'll give you a case number and help you find a participating plan attorney.

- * Call Hyatt Legal Plans' toll-free number 1-800-821-6400
- * Give the company name, customer number (**0125577**) and the last 4 digits of the policy holder's Social Security number.
- * And find the best participating plan attorney for you

* Individuals have the option to use the out-of-network reimbursement feature to retain an attorney who does not participate in Hyatt Legal Plans' network of plan attorneys. If a non-network attorney is chosen, the individual will be responsible for any attorneys' fees that exceed the reimbursed amount.

1. Will Preparation is offered by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. For New York situated cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation. Tax Planning and preparation of Living Trusts are not covered by the Will Preparation Service.





Metropolitan Life Insurance Company
New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The Certificate is changed as shown below:

The Certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits, We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

This rider is to be attached to and made a part of the Certificate.





Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY,

Michel Khalaf
President

Employer: OCCIDENTAL PETROLEUM CORPORATION NON-UNION
Policyholder: Trustee of the MetLife Group Insurance Trust

Group No.: 0125577
Group Policy No.: 141281-G

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age 100 and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.

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CERTIFICATE SPECIFICATIONS AS OF May 18, 2020

PLANNED PREMIUM	\$33.64 per month
MINIMUM PREMIUM	\$26.34 per month

ADDITIONAL COVERAGES

<u>RIDER</u>	<u>BENEFIT AMOUNT</u>
DEPENDENT LIFE BENEFITS	
SPOUSE	N/A
EACH CHILD	\$10,000
ACCELERATED BENEFITS	
COVERED PERSON	Included
WAIVER OF MONTHLY DEDUCTION DURING TOTAL DISABILITY	Included
WILL PREPARATION SERVICES	Included
ESTATE RESOLUTION SERVICES	Included

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5 of section titled PREMIUMS.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds depends upon the payment of sufficient contributions.

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, adjust the death benefit, change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from Our Administrative Office.

Cash Surrender Value means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends January 31, 2016, the first Monthly Anniversary is February 1, 2016, and the first Certificate Anniversary is January 1, 2017. If the Effective Date of Certificate is July 1, 2016 and the Plan Anniversary is January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends July 31, 2016, the first Monthly Anniversary is August 1, 2016, and the first Certificate Anniversary is January 1, 2017.

"Change in Family Status" means:

- * a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- * a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- * Your purchase of a home;
- * a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- * a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- * Your dependent ceasing to be a Dependent as defined under This Plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.



I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who:

- * have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- * are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;
 4. sharing a primary residence with the other; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

"Effective Date of Certificate" is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means Trustee of the MetLife Group Insurance Trust.

"Proof" means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) the claimant's right to receive payment.

When a claim is made for continuation of coverage under the Rider: Waiver of Monthly Deductions During Total Disability, Proof must establish:

- (a) the nature and extent of the condition; and
- (b) Our obligation to continue coverage.

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

"Spouse" means Your lawful Spouse. With respect to this Certificate and its Riders, the term also includes Your Domestic Partner.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("MetLife").

"Written" or "Writing" means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

"You" and "Your" mean the Covered Person named on the Certificate Specifications page.



II. PAYMENT WHEN YOU DIE

1. Coverage

If You die before the earlier of the Final Date of Certificate and the date You elect Paid-up Benefits, We will pay:

The Death Benefit in effect on Your life at the time of death;

MINUS

Any loan and loan interest;

MINUS

Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of Your death and a proper Written claim.

2. Death Benefit

The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

(a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.

(b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

<u>Your Age on the Date of Death</u>	<u>Minimum Death Benefit as a Percentage of the Cash Value</u>
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100

The Minimum Death Benefit will decrease uniformly within the age ranges shown. "Your Age on the Date of Death" means the Covered Person's age as of the beginning of the Certificate Year.



II. PAYMENT WHEN YOU DIE - (Continued)

4. Death Benefit Adjustment

At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$10,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of Your insurability satisfactory to Us, except if You are paying under the Payroll Deduction Plan and such change is being requested due to:
 - (1) a Change in Family Status, provided the change is requested within 31 days of the event and the increase results in a new Specified Amount that does not exceed a maximum of either two times Your annual salary or \$500,000; or
 - (2) an increase in Your salary provided You have not previously declined any such increase in Your Specified Amount.

Any increase in Your Specified Amount will be a multiple of Your salary, in accordance with the schedule set forth with the records of This Plan. Such increase may not be more than the maximum specified amount that is filed with the records for This Plan.

- (d) A request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
 - (1) if evidence of insurability is required, the date We approve the request; or
 - (2) if evidence of insurability is not required, the date of the request, provided, if the request is due to an increase in Your salary, You are in active work with the Employer on such first of the month indicated above. If You are not in active work on such date, the change will take place on the first of the month following the date You return to active work with the Employer.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- * The monthly cost of the Insurance (See Cost of Insurance below).
- * Any Administration Charges.
- * The monthly cost of any benefits provided by riders.

However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the table in section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

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IV. PAYMENTS DURING YOUR LIFETIME

1. Payment on Final Date of Certificate

If the Insured is alive on the Final Date of Certificate, and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate, We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after We receive Your request, in a format acceptable to Us, to surrender Your Certificate at Our Administrative Office. The Cash Surrender Value will be determined as of the date We receive Your request. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$200. We will pay You the Partial Cash Withdrawal upon receipt of Your request at Our Administrative Office. The available Cash Surrender Value will be determined as of the date We receive Your request. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value less twice the amount of the Monthly Deduction just prior to the Partial Cash Withdrawal.

Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.

If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$10,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.

IV. PAYMENTS DURING YOUR LIFETIME - (Continued)

4. Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be 85% of the Cash Surrender Value.

The smallest amount You can borrow at any one time is \$200.

Loan interest is charged daily at the rate of 8.0% a year, and is due at the end of each Certificate Year. Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

5. Loan Repayment

You may repay all or part of a loan at any time while the Insured is alive and this Certificate is in force. You must tell Us when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value.

6. Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest at a rate We set but never less than 3.0%. Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

7. Deferment

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date We receive a request for payment. If We delay for 30 days or more, interest will be paid at a rate not less than 1.5% a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

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V. PREMIUMS

1. Payments

Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.

This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled TERMINATION/PORTABILITY.

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If You are not paying under the Payroll Deduction Plan, We will send You premium notices.

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount.

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least \$20. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

3. Grace Period

If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction.

If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.



V. PREMIUMS - (Continued)

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If You die during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this coverage be reinstated while You are alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- (c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of Your insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your coverage. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.

5. Continuation of Insurance

If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

V. PREMIUMS - (Continued)

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If You are living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value unless We receive Your request, prior to the Final Date of Certificate, to continue Your coverage under this Certificate. If We receive such request We will:

- (a) continue Your Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of Your death;
- (c) stop the following deductions as of the Final Date of Certificate:
 - (i) the monthly cost of the Insurance;
 - (ii) any Administration Charge; and
 - (iii) the monthly cost of any riders.

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount and Death Benefit option;
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified;
- (e) any Partial Cash Withdrawals or loans under this Certificate; and
- (f) deductions for additional riders.

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VI. TERMINATION/PORTABILITY

1. When Your Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of Your death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;
- e. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- f. You cease to be in an eligible class;
- g. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- h. the date the Employer ends its participation in This Plan;
- i. the date MetLife ends This Plan pursuant to the following:

We reserve the right to terminate This Plan if the Employer is providing a Competing Plan to eligible employees of This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 180 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see the Portability Option provision below and the section titled Premiums.

If This Plan ends for any reason and there is a Competing Plan, Your Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 1.5% per annum.

2. Portability Option

You are eligible to continue Your Insurance if:

- a. Your employment with the Employer ends; or
- b. You retire, or
- c. You have not elected Paid-Up Benefits.

VI. TERMINATION/PORTABILITY - (Continued)

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

1. You will have to pay Us directly for Your Insurance either on a monthly, quarterly, semi-annual, or annual basis.
2. We will bill You directly according to the payment frequency You choose.
3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
4. Your payments may be changed as a result of a change in premium rates.
5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a - e above under When Your Death Benefit Ends. In addition, Your Insurance under the Portability Option will end on the earliest of the dates specified in items h & i above under When Your Death Benefit Ends unless Your employment ended for reasons other than retirement.

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VII. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons You choose to receive any benefit payable because of Your death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

Your choice of a Beneficiary for a personal policy issued under section titled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when You die, more than one person is Your Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before Your death occurs; or
- (b) that person dies at the same time Your death occurs; or
- (c) that person dies within 24 hours of Your death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at Your Death

If there is no Beneficiary at Your death for any amount of benefits payable because of Your death, that amount will be paid to one or more of the following persons who are related to You:

- (a) Spouse;
- (b) child;
- (c) parent;
- (d) siblings.

However, we may instead pay all of part of that amount to Your estate.

Any payment will discharge Our liability for the amount so paid.

VIII.

**RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE**

1. General Description

If Your Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- * Your Death Benefit ends because:
 - * the Plan ends provided Your Death Benefit under This Plan has been in effect for 5 years; or
 - * This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided Your Death Benefit under This Plan has been in effect for at least 5 years; or
 - * You cease to be in an eligible class, and
You did not accept the Portability Option (see section titled TERMINATION/PORTABILITY).
- * Your Death Benefit is reduced:
 - * because You change from one eligible class to another; or
 - * due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of Your Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

3. Application Period

If You opt to convert Your Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Death Benefit ends or is reduced.

4. Option Conditions

The option to convert is subject to these conditions:

- * Our receipt within the Application Period of:
 - * Your Written application for the new policy; and
 - * the premium due for such new policy;

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**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE - (Continued)**

- * the premium rates for the new policy will be based on:
 - * Our rates then in use;
 - * the form and amount of insurance;
 - * Your class of risk; and
 - * Your attained age when Your Death Benefit ends or is reduced;
- * the new policy may be on any form then customarily offered by Us, excluding term insurance;
- * the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- * the new policy will take effect on the 32nd day after the date Your Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If Your Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- * the Specified Amount of Your Death Benefit that ends under the Plan; less
- * the amount of life insurance for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- * \$10,000.

If Your Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of Your Death Benefit which ends under the Plan.

6. If You Die Within 31 Days After Your Death Benefit Ends

If You die within 31 days after Your Death Benefit ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that You were entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

IX. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate Your Death Benefit and use all or part of Your Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, Your Death Benefit and any benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before You become covered for any Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3.0%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) Your Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$1,000; and
- (3) the amount cannot exceed the amount of Death Benefit for which You were covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of Your Cash Surrender Value that is in excess of the Gross Single Premium used for Your Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for Your Death Benefit must be filed with Us.

2. Cash Value

Your Paid-up Benefit has a cash value while You are alive.

The cash value at any time will equal the Net Single Premium at Your attained age for the amount of Your Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of Your Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit.

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-Up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until Your death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of Your death.

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X. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from Us.

2. Entire Contract

Your Insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- * the Group Policy and its Exhibits, which include the Certificate(s);
- * the Policyholder's application; and
- * the amendments and/or endorsements to the Group Policy.

3. Statements Made By You Which Relate To Insurability

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- * the statement is in a Written application or enrollment form;
- * You have signed the application or enrollment form; and
- * A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during Your life.

In the case of reinstatement of Your Insurance, no such statement made by You during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies.

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms "You/Your" will mean the Applicant Owner for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

An individual or entity may apply for coverage on Your life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.



X. GENERAL PROVISIONS - (Continued)

6. Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment.

Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- * a Written form satisfactory to Us, affirming this assignment, has been completed;
- * the Written form has been Signed by You and the assignee(s);
- * the Insurance being assigned is in force;
- * the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment other than as required by applicable law.

7. Age

If Your Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

8. Computation of Rates

The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

9. Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

X. GENERAL PROVISIONS - (Continued)

10. Annual Reports

Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months, We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value during the past Certificate Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

11. Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

12. Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration and pay the service fee set by Us.

13. Conformity with Law

If the terms and the provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

14. Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

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XI. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

<u>Attained Age</u>	<u>Monthly Rate</u>	<u>Attained Age</u>	<u>Monthly Rate</u>
40	0.573000	71	9.408000
41	0.623000	72	10.157000
42	0.683000	73	10.896000
43	0.757000	74	11.655000
44	0.840000	75	12.453000
45	0.923000	76	13.321000
46	1.010000	77	14.312000
47	1.083000	78	15.428000
48	1.140000	79	16.620000
49	1.213000	80	17.888000
50	1.303000	81	19.180000
51	1.420000	82	20.435000
52	1.567000	83	21.714000
53	1.737000	84	23.060000
54	1.943000	85	24.472000
55	2.173000	86	25.908000
56	2.420000	87	27.315000
57	2.650000	88	28.641000
58	2.877000	89	29.838000
59	3.140000	90	30.761000
60	3.467000	91	31.391000
61	3.863000	92	31.867000
62	4.327000	93	32.195000
63	4.823000	94	32.358000
64	5.347000	95	34.515000
65	5.883000	96	36.619000
66	6.423000	97	38.857000
67	6.987000	98	41.244000
68	7.580000	99	43.790000
69	8.230000		
70	8.756000		

XII. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as Your benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue Your protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.
Our Administrative Office is located at 13045 Tesson Ferry Rd, St. Louis, MO 63128.

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Dependent Life Benefits

This Rider is a part of the Certificate to which it is attached if Dependent Life Benefits is referred to on the Certificate Specifications page.

I. Dependent Life Benefits

1. Coverage

If a Dependent dies while Dependent Life Benefits are in effect for that Dependent, We will pay the amount of Dependent Life Benefits that are in effect for that Dependent on the date of that Dependent's death.

2. Payment Of Benefits

Unless You have designated on Your request form a Beneficiary other than Yourself to receive these benefits, the benefits will be paid to:

- (a) You, if You survive the Dependent; or
- (b) Your estate, if the Dependent dies within 24 hours of Your death.

If You have designated on Your request form a Beneficiary other than Yourself to receive these benefits, the benefits will be paid to the person or persons You have designated.

You must name the Beneficiary on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

If, when the Dependent dies, more than one person is the Dependent's Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

A person's rights as a Beneficiary end if:

- (a) that person dies before the Dependent dies; or
- (b) that person dies within 24 hours of the Dependent's death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

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If there is no Beneficiary at the Dependent's death for any amount of benefits payable because of the Dependent's death, that amount will be paid to one or more of the following persons who are related to the Dependent:

- (a) You;
- (b) child;
- (c) parent;
- (d) siblings.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge Our liability for the amount so paid.

3. Optional Types Of Payment

Payment of any amount of Dependent Life Benefits may be made in installments instead of one sum. Details on the payment options may be obtained from Us.

II. Definitions

1. "Dependent", for the purposes of determining who is eligible to be covered for insurance, means Your unmarried natural child except for:

- (a) a person who is insured under This Plan as an employee of the employer;
- (b) a child who is 26 years of age or older.

Subject to the same conditions which apply to a natural child, child also includes:

- (a) Your child who is legally adopted (including a child from the date of placement with the adopting parents until the legal adoption); and
- (b) Your stepchild (including the child of Your Domestic Partner); and
- (c) A child who resides with and is primarily supported by You and your Spouse/Domestic Partner.

If a Dependent child is covered on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- (a) that child is and remains unable to work in self-sustaining employment because of:
 - (i) physical handicap; or
 - (ii) mental handicap; and
- (b) that child is and remains chiefly dependent upon You for support; and
- (c) that child is and remains a Dependent, as defined, except for the age limit; and
- (d) You give us proof, when We ask for it, that the child is and remains so unable to work and dependent on You since the age limit. Proof will be requested at time of claim. The proof must be satisfactory to Us.

No person may be covered as a Dependent of more than one employee of the employer.

2. "Beneficiary" means the person or persons You name to receive any benefit payable because of the Dependent's death.

III. Eligibility

You are eligible for Dependent Life Benefits on the later of:

- (a) the Effective Date of Certificate; and
- (b) the date You first acquire a Dependent.

Such later date is Your Eligibility Date.

IV. Effective Dates of Dependent Life Benefits

1. Request Forms

You must make a written request for Dependent Life Benefits. The requested forms will be provided by Us. You must be actively at work as an employee of the employer on the date You make such request.

2. If Request Is Made

A timely request is one that is made on or prior to the date 60 days after Your Eligibility Date. If You are not actively at work as an employee of the employer on Your Eligibility Date, a request will be timely if it is made on or prior to the date 60 days after the date You return to active work as an employee of the employer.

If a request is not a timely request, it is a late request.

If You make a late request for Dependent Life Benefits or, if applicable, the amount of the Dependent Life Benefits requested exceeds the non-medical issue amount of Dependent Life Benefits provided by This Plan, evidence of the good health of Your Dependent must be given to Us.

If You make a request for Dependent Life Benefits, Your Dependent Life Benefits will become effective on the latest of:

- (a) the Effective Date of the Certificate; or
- (b) the first of the month following the date of Your request if no evidence of good health is required; or
- (c) the first of the month following the date any required evidence of good health for a Dependent is accepted by Us as satisfactory; or
- (d) In case of annual enrollment, the next plan anniversary or first of the month following the date any required evidence of good health for a Dependent is accepted by Us as satisfactory.

If the evidence of the good health of any person is not accepted by Us as satisfactory:

- (a) such person will be deemed not to be a Dependent for the purpose of Dependent Life Benefits; and
- (b) such person will not be covered for Dependent Life Benefits.



3. Reinstatement of Benefits

If Your Dependent Life Benefits end because You do not make a required payment to its cost, You may make a request to reinstate it. Such a request will be treated as if it were a late request in order to determine the effective date of Your Dependent Life Benefits.

4. New Dependent Children

Dependent Life Benefits with respect to a Dependent child who becomes Your Dependent while You are covered for Dependent Life Benefits will be effective on the date such child becomes your Dependent.

V. Premiums

While Dependent Life Benefits are in force, payments will be required to cover the cost of the Dependent Life Benefits in accordance with the applicable Planned Premiums.

VI. When Dependent Life Benefits End

Dependent Life Benefits will end on the earliest of:

1. the date of Your death;
2. the date of death of that Dependent;
3. the date the Certificate to which this rider is attached ends;
4. the date the Certificate to which this rider is attached becomes Paid-Up;
5. the date a Dependent ceases to be a Dependent as defined;
6. the last day of the period for which a payment was made if a payment is required by Us for the cost of the Dependent Life Benefits;
7. the Monthly Anniversary on or next following the date We receive Your Written request that the Dependent Life Benefits coverage be cancelled.

VII. Right To Obtain A Personal Policy Of Life Insurance On The Life Of A Dependent

1. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to You or a Dependent if applied for in Writing during the Application Period. The Application Period is the 31 day period after the date the Dependent Life Benefits on that Dependent:

- * ends because:
 - (a) This Plan ends, but only if the Dependent Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
 - (b) This Plan is changed to end the Dependent Life Benefits for Your class; but only if the Dependent Life Benefits on that Dependent had been in effect under This Plan for at least five years; or
 - (c) the Certificate to which this rider is attached ends; or
 - (d) the Death Benefit for the Certificate to which this rider is attached becomes Paid-up; and

You did not accept the Portability Option as described in the Certificate to which this rider is attached.

The Dependent will have the option to convert when the Dependent Life Benefits on that Dependent ends because:

- (e) that Dependent no longer qualifies as a Dependent as defined in the DEFINITIONS; or
- (f) You die.
- * are reduced:
- (g) because You change from one eligible class to another; or
- (h) due to an amendment of This Plan.

Proof that the Dependent is insurable is not required by Us.

2. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

- (a) It will be on one of the forms then usually issued by Us, except Term Insurance; and
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
 - (1) the class of risk to which the Dependent belongs; and
 - (2) the Dependent's age on the effective date of the policy; and
 - (3) the form and amount of the policy; and
- (d) if item 1(a) or 1(b) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - (1) the amount of Dependent Life Benefits on that Dependent on the date the Dependent Life Benefits ends, less any amount of life insurance on the life of that Dependent for which You may be eligible under any group policy which takes effect within 31 days after the Dependent Life Benefits on that Dependent ends; and
 - (2) \$10,000; and
- (e) If item 1(c), 1(d), 1(e), 1(f), 1(g), or 1(h) applies to the Dependent, the amount of the policy will not be more than the amount of Dependent Life Benefits on that Dependent on the date the Dependent Life Benefits ends.

3. If The Dependent Dies During The Application Period

If the Dependent dies during the Application Period, We will pay a death benefit. The payment of the death benefit will be in the same manner as if the Dependent Life Benefits on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the amount that the Dependent was entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

VIII. General Provisions Applicable To Dependent Life Benefits

1. Statements Made By You Which Relate To Insurability

Any statement made by You, on behalf of any of Your Dependents, or Your Dependent will be deemed a representation and not a warranty.

No such statement made by You, on behalf of any of Your Dependents, or Your Dependent which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;

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unless the conditions listed in items (1) and (2) below have been met.

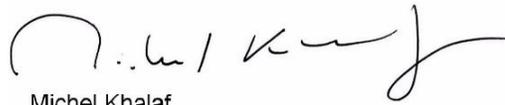
- (1) The statement must be contained in a written application which has been signed by You or Your Dependent.
- (2) A copy of the application has been furnished to You or to the Beneficiary of the Dependent Life Benefits.

No such statement made by You, on behalf of any of Your Dependents, or Your Dependent will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

2. Additional Provisions

The Dependent Life Benefits under This Plan do not at any time provide paid-up insurance, or loan or cash value.

Metropolitan Life Insurance Company



Michel Khalaf
President



Metropolitan Life Insurance Company
New York, New York 10166

Rider: Accelerated Benefits

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

A. "Meets the Requirements" means that as a result of sickness or injury the Covered Person:

- (a) is not expected to recover; and
- (b) in fact, is expected to die in 12 months.

These must be certified by a Physician and accepted by Us.

B. **Physician** means:

- * a person licensed to practice medicine in the jurisdiction where such services are performed; or
- * any other person whose services, according to applicable law, must be treated as Physician's services for purposes of This Plan. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- * You
- * Your Spouse; or
- * any member of Your immediate family including Your and/or Your Spouse's:
 - * parents;
 - * children (natural, step or adopted);
 - * siblings;
 - * grandparents; or
 - * grandchildren.

2. Coverage

We will pay Accelerated Benefits to You if:

- (a) the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b) You or Your legally appointed representative request payment of Accelerated Benefits; and
- (c) the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Death Benefit and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

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3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2016 and the Effective Date of Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by You; or
- (b) the amount of the Covered Person's Specified Amount is less than \$20,000, or
- (c) the Covered Person has elected to receive Paid-Up Benefits.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 80% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date We accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$500,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

If the Covered Person's Specified Amount is scheduled to reduce within 12 months of such certification date, We will, for the purpose of determining the amount of Accelerated Benefits, deem the Specified Amount to have already been reduced on such certification date. If such reduced amount is less than the Minimum Death Benefit no Accelerated Benefits will be payable.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the Covered Person's Specified Amount will be reduced. The Specified Amount actually in effect on the certification date will be reduced in accordance with the provisions of This Plan.

After such scheduled reduction, the Covered Person's Specified Amount will be the Specified Amount actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Death Benefit.

7. Payment of Benefits

Accelerated Benefits will be payable when We receive notice and satisfactory proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if You are living when payment is made. Accelerated Benefits are payable only once.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs We will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

8. Waiver of Monthly Deductions

The Monthly Deductions under the Certificate will be waived when We accept certification that the Covered Person Meets the Requirements.

9. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If Your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

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Metropolitan Life Insurance Company,

Michel Khalaf
President



Metropolitan Life Insurance Company
New York, New York 10166

Rider: Waiver of Monthly Deductions During Total Disability

This Rider is a part of the Certificate to which it is attached if it is referred to on the Certificate Specifications page.

1. Coverage

The Monthly Deductions under this Certificate will be waived if:

- (a) You are under age 67; and
- (b) You become Totally Disabled after this Certificate has been in force and You continue to be Totally Disabled for at least six months; and
- (c) You are less than 60 years old when You become Totally Disabled; and
- (d) You continue to be Totally Disabled; and
- (e) the required Proof is submitted to Us.

"Total Disability" or "Totally Disabled" means that because of a sickness or an injury:

- * You are unable to perform the material duties of Your regular job; and
- * You are, after an initial period of 24 months, unable to perform any other job for which You are fit by education, training or experience; or
- * You are receiving disability benefits under your Employer's disability plan in which the definition of disability (or similar term) is substantially the same as this certificate's Total Disability or Totally Disabled definition.

2. Proof

In order for the Monthly Deductions to be waived We must receive Proof that items (a), (b), and (c) of Section 1 have been complied with. We must have received this Proof within one year after You become Totally Disabled without interruption before Monthly Deductions can be waived. Monthly Deductions cannot be waived until We receive such Proof. In order for the Monthly Deductions to continue to be waived, further Proof that You continue to be Totally Disabled must be submitted to Us when We ask for it. We will not ask for Proof more often than once a year.

If You die while the Monthly Deductions are being waived We must receive Proof that Your Total Disability continued to the date of Your death. This Proof must be given to Us within one year of Your death.

All Proofs must be given to Us. The Proofs must be in a form that is satisfactory to Us. We have no duty to ask for any Proof. If any Proof is not given on time, the delay will not cause a claim to be denied so long as the Proof is given as soon as reasonably possible.

At any time that Proof of Your Total Disability is given, We may have You examined by physicians of Our choice, at Our expense.

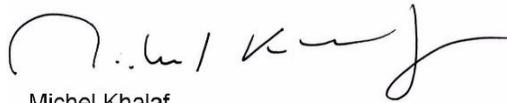


3. Termination

In no event will the Monthly Deductions be waived after the earliest of the following:

- (a) the date You are no longer Totally Disabled; or
- (b) the date You do not give Us Proof of Total Disability when required; or
- (c) the Certificate Anniversary on which Your attained age is 67; or
- (d) the date of Your death.

Metropolitan Life Insurance Company,

A handwritten signature in black ink, appearing to read "Michel Khalaf", written over a light gray rectangular background.

Michel Khalaf
President



Metropolitan Life Insurance Company
New York, New York

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The certificate is changed as follows:

The following statement is added to the Certificate Specifications page:

"If You elect group universal life insurance coverage a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your group universal life insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

"The will preparation service will end the date Your Certificate ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Certificate Specifications page.

This rider is to be attached to and made a part of the Certificate.

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Metropolitan Life Insurance Company
New York, New York

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The certificate is changed as follows:

The following statement is added to the Certificate Specifications page:

"If You become insured for group universal life insurance coverage and You or Your Spouse die while such group universal life insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your group universal life insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown on the Certificate Specifications page.

This rider is to be attached to and made a part of the Certificate.

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MetLife Auto & Home
Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

**Legal Services Plan
Certificate of Coverage**

Wills and Estate Resolution Services

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887. Administrative services are provided under the policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the administrator.

This certificate certifies that if You are an Eligible Employee, You are insured for the Covered Legal Services described in this certificate, subject to the provisions of this certificate. This certificate is issued under the Group Legal Services Policy and includes the terms and provisions of the Group Legal Services Policy that describe this insurance. Please read this certificate carefully.

Name and Address of Policyholder: MetLife Group Insurance Trust, Providence Rhode Island

Group Policy Effective Date: 1/1/2016 Will Preparation, 1/1/2016 Estate Resolution Services

Contacting Hyatt Legal Plans

Hyatt Legal Plans, Inc. may be contacted by phone or mail as follows:

Phone: 1-800-821-6400
Mail: 1111 Superior Avenue
Cleveland, OH 44114-2507

Definitions

Covered Legal Services means the following services:

- * Estate Resolution Services - Certain probate services to be made available to Your or Your Spouse's estate upon Your or Your Spouse's death, respectively. These services provide representation and payment of legal fees for the executor or administrator of Your or Your Spouse's estate and include all court proceedings needed to transfer probate assets from Your or Your Spouse's estate to Your or Your Spouse's heirs, respectively; the correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings. The service also includes telephone and office consultations with beneficiaries related to probating the covered estate.
- * Will Preparation - A service covering the preparation of wills, codicils, living wills and powers of attorney (when You or Your Spouse are granting the power) for You or Your Spouse. The creation of any testamentary trust is covered. The service does not include tax planning.

Eligible Employee means each person who is an employee of the Employer at the time their group universal life coverage under the group universal life insurance policy began and who remains insured under such policy with Metropolitan Life Insurance Company (MetLife).

Legal Services Plan or Plan means the group policy to provide insurance for Covered Legal Services.

Metropolitan means Metropolitan Property and Casualty Insurance Company.

Plan Attorney means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.



Spouse means Your lawful Spouse or Qualified Domestic Partner or Civil Union Partner.

Qualified Domestic Partner or Civil Union Partner means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit provided by the Policyholder or (b) as required by applicable law.

We, Us and **Our** means Hyatt Legal Plans, Inc.

You and **Your** means an Eligible Employee.

How the Group Legal Services Plan Works

To use the Group Legal Services Plan for Will Preparation, You can call Hyatt. You should be prepared to identify Yourself as a participant in the Will Preparation Service Plan.

To use the Group Legal Services Plan for Estate Resolution Services, the executor or administrator of Your or Your deceased Spouse's estate should call Hyatt and be prepared to identify themselves as the executor or administrator of the deceased's estate.

In either situation when calling Hyatt, the Client Service Representative who answers the call will:

- * make an initial determination of whether and to what extent the matter is covered;
- * give a case number (a new case number will be needed for each new matter);
- * give the telephone number(s) and location of the nearest Plan Attorney(s); and
- * answer questions about the Plan.

A Plan Attorney or a non-Plan Attorney may be used.

If a Plan Attorney is used, the Plan Attorney will provide the Covered Legal Services described above.

If a non-Plan Attorney is used, the plan member, executor or administrator of the estate must notify Hyatt. Hyatt will send a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to Hyatt with the attorney's final bill. Within 60 days of Hyatt's receipt of the completed claim form and final bill, Hyatt will pay the claimant an amount equal to the lesser of the amount the claimant paid for the attorney's services and the amount stated in the Non-Plan Attorney Fee Schedule. The plan member, administrator or executor will be responsible for making payment to the non-Plan Attorney for any expenses or costs and/or fees incurred in excess of the amount paid by Hyatt.

If a claim is denied in whole or in part, Hyatt may be asked to provide a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

Exclusions

Excluded services are those legal services that are not provided under the plan. No services can be provided for the following matters:

- * Matters in which there is a conflict of interest between Your or Your Spouse's estate and the Policyholder;
- * Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the deceased's estate;
- * Any employment-related matter, including Policyholder or statutory benefits;
- * Any dispute with the Policyholder, MetLife and affiliates and Plan Attorneys;
- * Will Contests or litigation outside Probate Court;

- * Appeals;
- * Costs, expenses to a third party or fines; or
- * Frivolous or unethical matters.

Requirements for Coverage

All Eligible Employees are participants in the Plan. Because this is a Non-Contributory Plan, You do not need to contribute to the cost of coverage. You will be a participant in the Plan on the later of the Group Policy Effective Date or the date You become an Eligible Employee.

How Insurance Coverage Ends

Your insurance coverage will end upon the first of the following to occur:

- * the date the Group Legal Services Policy ends, or
- * the last day of the month in which a person ceases to be an Eligible Employee.

Other Important Information

Plan Attorneys may not request or accept additional compensation for providing Covered Legal Services, except for expenses or payments required to be made to third parties. Complaints regarding the conduct of an attorney who provides Covered Legal Services under the Plan may be made to the state bar association. If, at any time, a question or concern arises about the Covered Legal Services received, please call Hyatt Legal Plans, Inc. Hyatt and Metropolitan will work hard to fix the problem.

Nothing contained in this certificate is intended to interfere with freedom of choice in the selection of an attorney or with the attorney-client relationship.

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Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166



03/12/20

SAMPLE EMPLOYEE
100 SAMPLE RD.
SAMPLE CITY RI 10000

Important Information - Please Read

Why we're contacting you

Thank you for choosing Metropolitan Life Insurance Company ("MetLife"). We appreciate the confidence you and your Employer have placed in us. MetLife insures many of the nation's top companies, and is dedicated to helping individuals build financial security.

What we're doing

Enclosed you will find your MetLife certificate, which confirms your life insurance coverage. The effective date of your coverage is January 1, 2016, provided you meet the plan provisions for eligibility on that date, which may include a requirement that you be actively at work for the Employer.

What you need to do

Please secure your certificate as you would other important papers, and refer to it to enhance your overall understanding of the benefits provided.

You have the right to examine the certificate and return it within twenty days after receiving it, as stated under the "Right to Examine Certificate."

What you need to know

We will communicate with you at least annually, when we summarize for you the premium payments, disbursements, earnings and current death benefit amount(s) which relate to your certificate. In addition, you will hear from us at the time of any significant certificate activity.

We're here to help

We appreciate the opportunity to help you provide financial security for your loved ones, and look forward to a long, mutually rewarding relationship. If you have any questions, please call our Customer Relations Department at (800) 756-0124 Monday through Friday, 7:00am to 7:00pm Central Time.

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Protect your family's financial future with our will preparation services ¹



Experts at hand

Having a will prevents unnecessary stress and ensures your final wishes are clear. We offer valuable legal resources through Hyatt Legal Plans to assist you with creating or updating a binding will at no additional cost with your Group Universal Life coverage. Get expert guidance and unlimited consultations with a plan attorney so you can feel confident you're making the right decisions.

Tailored guidance when it matters most

Choose to meet with any of our more than 15,000 participating plan attorneys in-person or by phone for a one-on-one consultation in a private and supportive environment. There are no claim forms to file for covered services--fees are taken care of through your plan. To help you find the right fit for you, you can use an out-of-network attorney, the fees for these services are based on a set fee schedule.*

You've got it covered

Take advantage of covered services including:

- * **Unlimited access:** Talk to an attorney as many times as needed to prepare, update or revise a will.
- * **Protection for the unexpected:** Prepare living wills and powers of attorney to help ease the stress if individuals become unable to make decisions for themselves.

These services are automatically available to you.

Expert guidance is just a conversation away

Simply contact a Client Services Representative to get started. We'll give you a case number and help you find a participating plan attorney.

- * Call Hyatt Legal Plans' toll-free number 1-800-821-6400
- * Give the company name, customer number (**0125577**) and the last 4 digits of the policy holder's Social Security number.
- * And find the best participating plan attorney for you

* Individuals have the option to use the out-of-network reimbursement feature to retain an attorney who does not participate in Hyatt Legal Plans' network of plan attorneys. If a non-network attorney is chosen, the individual will be responsible for any attorneys' fees that exceed the reimbursed amount.

1. Will Preparation is offered by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. For New York situated cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation. Tax Planning and preparation of Living Trusts are not covered by the Will Preparation Service.





Metropolitan Life Insurance Company
New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The Certificate is changed as shown below:

The Certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits, We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

This rider is to be attached to and made a part of the Certificate.





Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY,

Michel Khalaf
President

Employer: OCCIDENTAL PETROLEUM CORPORATION NON-UNION
Policyholder: Trustee of the MetLife Group Insurance Trust

Group No.: 0125577
Group Policy No.: 141281-G

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age 100 and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.

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CERTIFICATE SPECIFICATIONS AS OF May 18, 2020

PLANNED PREMIUM	\$33.64 per month
MINIMUM PREMIUM	\$26.34 per month

ADDITIONAL COVERAGES

<u>RIDER</u>	<u>BENEFIT AMOUNT</u>
ACCELERATED BENEFITS	
COVERED PERSON	Included
WAIVER OF MONTHLY DEDUCTION DURING TOTAL DISABILITY	Included
WILL PREPARATION SERVICES	Included
ESTATE RESOLUTION SERVICES	Included

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5 of section titled PREMIUMS.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds depends upon the payment of sufficient contributions.

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, adjust the death benefit, change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from Our Administrative Office.

Cash Surrender Value means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends January 31, 2016, the first Monthly Anniversary is February 1, 2016, and the first Certificate Anniversary is January 1, 2017. If the Effective Date of Certificate is July 1, 2016 and the Plan Anniversary is January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends July 31, 2016, the first Monthly Anniversary is August 1, 2016, and the first Certificate Anniversary is January 1, 2017.

"Change in Family Status" means:

- * a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- * a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- * Your purchase of a home;
- * a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- * a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- * Your dependent ceasing to be a Dependent as defined under This Plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.



I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who:

- * have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- * are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;
 4. sharing a primary residence with the other; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

"Effective Date of Certificate" is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means Trustee of the MetLife Group Insurance Trust.

"Proof" means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) the claimant's right to receive payment.

When a claim is made for continuation of coverage under the Rider: Waiver of Monthly Deductions During Total Disability, Proof must establish:

- (a) the nature and extent of the condition; and
- (b) Our obligation to continue coverage.

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

"Spouse" means Your lawful Spouse. With respect to this Certificate and its Riders, the term also includes Your Domestic Partner.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("MetLife").

"Written" or "Writing" means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

"You" and "Your" mean the Covered Person named on the Certificate Specifications page.



II. PAYMENT WHEN YOU DIE

1. Coverage

If You die before the earlier of the Final Date of Certificate and the date You elect Paid-up Benefits, We will pay:

The Death Benefit in effect on Your life at the time of death;

MINUS

Any loan and loan interest;

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Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of Your death and a proper Written claim.

2. Death Benefit

The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

- (a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.
- (b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

<u>Your Age on the Date of Death</u>	<u>Minimum Death Benefit as a Percentage of the Cash Value</u>
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100

The Minimum Death Benefit will decrease uniformly within the age ranges shown. "Your Age on the Date of Death" means the Covered Person's age as of the beginning of the Certificate Year.



II. PAYMENT WHEN YOU DIE - (Continued)

4. Death Benefit Adjustment

At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$10,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of Your insurability satisfactory to Us, except if You are paying under the Payroll Deduction Plan and such change is being requested due to:
 - (1) a Change in Family Status, provided the change is requested within 31 days of the event and the increase results in a new Specified Amount that does not exceed a maximum of either two times Your annual salary or \$500,000; or
 - (2) an increase in Your salary provided You have not previously declined any such increase in Your Specified Amount.

Any increase in Your Specified Amount will be a multiple of Your salary, in accordance with the schedule set forth with the records of This Plan. Such increase may not be more than the maximum specified amount that is filed with the records for This Plan.

- (d) A request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
 - (1) if evidence of insurability is required, the date We approve the request; or
 - (2) if evidence of insurability is not required, the date of the request, provided, if the request is due to an increase in Your salary, You are in active work with the Employer on such first of the month indicated above. If You are not in active work on such date, the change will take place on the first of the month following the date You return to active work with the Employer.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- * The monthly cost of the Insurance (See Cost of Insurance below).
- * Any Administration Charges.
- * The monthly cost of any benefits provided by riders.

However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the table in section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

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IV. PAYMENTS DURING YOUR LIFETIME

1. Payment on Final Date of Certificate

If the Insured is alive on the Final Date of Certificate, and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate, We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after We receive Your request, in a format acceptable to Us, to surrender Your Certificate at Our Administrative Office. The Cash Surrender Value will be determined as of the date We receive Your request. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$200. We will pay You the Partial Cash Withdrawal upon receipt of Your request at Our Administrative Office. The available Cash Surrender Value will be determined as of the date We receive Your request. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value less twice the amount of the Monthly Deduction just prior to the Partial Cash Withdrawal.

Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.

If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$10,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.

IV. PAYMENTS DURING YOUR LIFETIME - (Continued)

4. Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be 85% of the Cash Surrender Value.

The smallest amount You can borrow at any one time is \$200.

Loan interest is charged daily at the rate of 8.0% a year, and is due at the end of each Certificate Year. Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

5. Loan Repayment

You may repay all or part of a loan at any time while the Insured is alive and this Certificate is in force. You must tell Us when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value.

6. Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest at a rate We set but never less than 3.0%. Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

7. Deferment

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date We receive a request for payment. If We delay for 30 days or more, interest will be paid at a rate not less than 1.5% a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

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V. PREMIUMS

1. Payments

Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.

This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled TERMINATION/PORTABILITY.

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If You are not paying under the Payroll Deduction Plan, We will send You premium notices.

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount.

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least \$20. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

3. Grace Period

If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction.

If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.



V. PREMIUMS - (Continued)

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If You die during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this coverage be reinstated while You are alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- (c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of Your insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your coverage. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.

5. Continuation of Insurance

If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

V. PREMIUMS - (Continued)

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If You are living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value unless We receive Your request, prior to the Final Date of Certificate, to continue Your coverage under this Certificate. If We receive such request We will:

- (a) continue Your Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of Your death;
- (c) stop the following deductions as of the Final Date of Certificate:
 - (i) the monthly cost of the Insurance;
 - (ii) any Administration Charge; and
 - (iii) the monthly cost of any riders.

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount and Death Benefit option;
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified; and
- (e) any Partial Cash Withdrawals or loans under this Certificate.

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VI. TERMINATION/PORTABILITY

1. When Your Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of Your death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;
- e. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- f. You cease to be in an eligible class;
- g. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- h. the date the Employer ends its participation in This Plan;
- i. the date MetLife ends This Plan pursuant to the following:

We reserve the right to terminate This Plan if the Employer is providing a Competing Plan to eligible employees of This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 180 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see the Portability Option provision below and the section titled Premiums.

If This Plan ends for any reason and there is a Competing Plan, Your Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 1.5% per annum.

2. Portability Option

You are eligible to continue Your Insurance if:

- a. Your employment with the Employer ends; or
- b. You retire, or
- c. You have not elected Paid-Up Benefits.

VI. TERMINATION/PORTABILITY - (Continued)

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

1. You will have to pay Us directly for Your Insurance either on a monthly, quarterly, semi-annual, or annual basis.
2. We will bill You directly according to the payment frequency You choose.
3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
4. Your payments may be changed as a result of a change in premium rates.
5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a - e above under When Your Death Benefit Ends. In addition, Your Insurance under the Portability Option will end on the earliest of the dates specified in items h & i above under When Your Death Benefit Ends unless Your employment ended for reasons other than retirement.

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VII. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons You choose to receive any benefit payable because of Your death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

Your choice of a Beneficiary for a personal policy issued under section titled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when You die, more than one person is Your Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before Your death occurs; or
- (b) that person dies at the same time Your death occurs; or
- (c) that person dies within 24 hours of Your death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at Your Death

If there is no Beneficiary at Your death for any amount of benefits payable because of Your death, that amount will be paid to one or more of the following persons who are related to You:

- (a) Spouse;
- (b) child;
- (c) parent;
- (d) siblings.

However, we may instead pay all of part of that amount to Your estate.

Any payment will discharge Our liability for the amount so paid.

VIII.

**RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE**

1. General Description

If Your Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- * Your Death Benefit ends because:
 - * the Plan ends provided Your Death Benefit under This Plan has been in effect for 5 years; or
 - * This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided Your Death Benefit under This Plan has been in effect for at least 5 years; or
 - * You cease to be in an eligible class, and
You did not accept the Portability Option (see section titled TERMINATION/PORTABILITY).
- * Your Death Benefit is reduced:
 - * because You change from one eligible class to another; or
 - * due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of Your Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

3. Application Period

If You opt to convert Your Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Death Benefit ends or is reduced.

4. Option Conditions

The option to convert is subject to these conditions:

- * Our receipt within the Application Period of:
 - * Your Written application for the new policy; and
 - * the premium due for such new policy;



**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE - (Continued)**

- * the premium rates for the new policy will be based on:
 - * Our rates then in use;
 - * the form and amount of insurance;
 - * Your class of risk; and
 - * Your attained age when Your Death Benefit ends or is reduced;
- * the new policy may be on any form then customarily offered by Us, excluding term insurance;
- * the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- * the new policy will take effect on the 32nd day after the date Your Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If Your Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- * the Specified Amount of Your Death Benefit that ends under the Plan; less
- * the amount of life insurance for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- * \$10,000.

If Your Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of Your Death Benefit which ends under the Plan.

6. If You Die Within 31 Days After Your Death Benefit Ends

If You die within 31 days after Your Death Benefit ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that You were entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

IX. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate Your Death Benefit and use all or part of Your Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, Your Death Benefit and any benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before You become covered for any Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3.0%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) Your Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$1,000; and
- (3) the amount cannot exceed the amount of Death Benefit for which You were covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of Your Cash Surrender Value that is in excess of the Gross Single Premium used for Your Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for Your Death Benefit must be filed with Us.

2. Cash Value

Your Paid-up Benefit has a cash value while You are alive.

The cash value at any time will equal the Net Single Premium at Your attained age for the amount of Your Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of Your Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit.

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-Up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until Your death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of Your death.

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X. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from Us.

2. Entire Contract

Your Insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- * the Group Policy and its Exhibits, which include the Certificate(s);
- * the Policyholder's application; and
- * the amendments and/or endorsements to the Group Policy.

3. Statements Made By You Which Relate To Insurability

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- * the statement is in a Written application or enrollment form;
- * You have signed the application or enrollment form; and
- * A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during Your life.

In the case of reinstatement of Your Insurance, no such statement made by You during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies.

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms "You/Your" will mean the Applicant Owner for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

An individual or entity may apply for coverage on Your life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.



X. GENERAL PROVISIONS - (Continued)

6. Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment.

Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- * a Written form satisfactory to Us, affirming this assignment, has been completed;
- * the Written form has been Signed by You and the assignee(s);
- * the Insurance being assigned is in force;
- * the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment other than as required by applicable law.

7. Age

If Your Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

8. Computation of Rates

The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

9. Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

X. GENERAL PROVISIONS - (Continued)

10. Annual Reports

Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months, We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value during the past Certificate Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

11. Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

12. Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration and pay the service fee set by Us.

13. Conformity with Law

If the terms and the provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

14. Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

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XI. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

<u>Attained Age</u>	<u>Monthly Rate</u>	<u>Attained Age</u>	<u>Monthly Rate</u>
40	0.573000	71	9.408000
41	0.623000	72	10.157000
42	0.683000	73	10.896000
43	0.757000	74	11.655000
44	0.840000	75	12.453000
45	0.923000	76	13.321000
46	1.010000	77	14.312000
47	1.083000	78	15.428000
48	1.140000	79	16.620000
49	1.213000	80	17.888000
50	1.303000	81	19.180000
51	1.420000	82	20.435000
52	1.567000	83	21.714000
53	1.737000	84	23.060000
54	1.943000	85	24.472000
55	2.173000	86	25.908000
56	2.420000	87	27.315000
57	2.650000	88	28.641000
58	2.877000	89	29.838000
59	3.140000	90	30.761000
60	3.467000	91	31.391000
61	3.863000	92	31.867000
62	4.327000	93	32.195000
63	4.823000	94	32.358000
64	5.347000	95	34.515000
65	5.883000	96	36.619000
66	6.423000	97	38.857000
67	6.987000	98	41.244000
68	7.580000	99	43.790000
69	8.230000		
70	8.756000		

XII. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as Your benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue Your protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.
Our Administrative Office is located at 13045 Tesson Ferry Rd, St. Louis, MO 63128.

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Accelerated Benefits

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

A. "Meets the Requirements" means that as a result of sickness or injury the Covered Person:

- (a) is not expected to recover; and
- (b) in fact, is expected to die in 12 months.

These must be certified by a Physician and accepted by Us.

B. **Physician** means:

- * a person licensed to practice medicine in the jurisdiction where such services are performed; or
- * any other person whose services, according to applicable law, must be treated as Physician's services for purposes of This Plan. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- * You
- * Your Spouse; or
- * any member of Your immediate family including Your and/or Your Spouse's:
 - * parents;
 - * children (natural, step or adopted);
 - * siblings;
 - * grandparents; or
 - * grandchildren.

2. Coverage

We will pay Accelerated Benefits to You if:

- (a) the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b) You or Your legally appointed representative request payment of Accelerated Benefits; and
- (c) the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Death Benefit and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

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3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2016 and the Effective Date of Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by You; or
- (b) the amount of the Covered Person's Specified Amount is less than \$20,000, or
- (c) the Covered Person has elected to receive Paid-Up Benefits.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 80% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date We accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$500,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

If the Covered Person's Specified Amount is scheduled to reduce within 12 months of such certification date, We will, for the purpose of determining the amount of Accelerated Benefits, deem the Specified Amount to have already been reduced on such certification date. If such reduced amount is less than the Minimum Death Benefit no Accelerated Benefits will be payable.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the Covered Person's Specified Amount will be reduced. The Specified Amount actually in effect on the certification date will be reduced in accordance with the provisions of This Plan.

After such scheduled reduction, the Covered Person's Specified Amount will be the Specified Amount actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Death Benefit.

7. Payment of Benefits

Accelerated Benefits will be payable when We receive notice and satisfactory proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if You are living when payment is made. Accelerated Benefits are payable only once.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs We will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

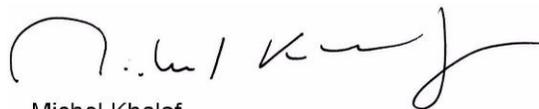
8. Waiver of Monthly Deductions

The Monthly Deductions under the Certificate will be waived when We accept certification that the Covered Person Meets the Requirements.

9. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If Your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

Metropolitan Life Insurance Company,



Michel Khalaf
President

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Waiver of Monthly Deductions During Total Disability

This Rider is a part of the Certificate to which it is attached if it is referred to on the Certificate Specifications page.

1. Coverage

The Monthly Deductions under this Certificate will be waived if:

- (a) You are under age 67; and
- (b) You become Totally Disabled after this Certificate has been in force and You continue to be Totally Disabled for at least six months; and
- (c) You are less than 60 years old when You become Totally Disabled; and
- (d) You continue to be Totally Disabled; and
- (e) the required Proof is submitted to Us.

"Total Disability" or "Totally Disabled" means that because of a sickness or an injury:

- * You are unable to perform the material duties of Your regular job; and
- * You are, after an initial period of 24 months, unable to perform any other job for which You are fit by education, training or experience; or
- * You are receiving disability benefits under your Employer's disability plan in which the definition of disability (or similar term) is substantially the same as this certificate's Total Disability or Totally Disabled definition.

2. Proof

In order for the Monthly Deductions to be waived We must receive Proof that items (a), (b), and (c) of Section 1 have been complied with. We must have received this Proof within one year after You become Totally Disabled without interruption before Monthly Deductions can be waived. Monthly Deductions cannot be waived until We receive such Proof. In order for the Monthly Deductions to continue to be waived, further Proof that You continue to be Totally Disabled must be submitted to Us when We ask for it. We will not ask for Proof more often than once a year.

If You die while the Monthly Deductions are being waived We must receive Proof that Your Total Disability continued to the date of Your death. This Proof must be given to Us within one year of Your death.

All Proofs must be given to Us. The Proofs must be in a form that is satisfactory to Us. We have no duty to ask for any Proof. If any Proof is not given on time, the delay will not cause a claim to be denied so long as the Proof is given as soon as reasonably possible.

At any time that Proof of Your Total Disability is given, We may have You examined by physicians of Our choice, at Our expense.

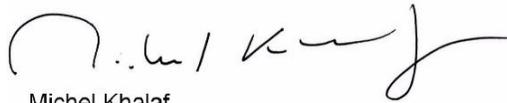


3. Termination

In no event will the Monthly Deductions be waived after the earliest of the following:

- (a) the date You are no longer Totally Disabled; or
- (b) the date You do not give Us Proof of Total Disability when required; or
- (c) the Certificate Anniversary on which Your attained age is 67; or
- (d) the date of Your death.

Metropolitan Life Insurance Company,

A handwritten signature in black ink, appearing to read "Michel Khalaf", written over a light gray rectangular background.

Michel Khalaf
President



Metropolitan Life Insurance Company
New York, New York

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The certificate is changed as follows:

The following statement is added to the Certificate Specifications page:

"If You elect group universal life insurance coverage a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your group universal life insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

"The will preparation service will end the date Your Certificate ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Certificate Specifications page.

This rider is to be attached to and made a part of the Certificate.

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Metropolitan Life Insurance Company
New York, New York

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The certificate is changed as follows:

The following statement is added to the Certificate Specifications page:

"If You become insured for group universal life insurance coverage and You or Your Spouse die while such group universal life insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your group universal life insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown on the Certificate Specifications page.

This rider is to be attached to and made a part of the Certificate.

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MetLife Auto & Home
Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

**Legal Services Plan
Certificate of Coverage**

Wills and Estate Resolution Services

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887. Administrative services are provided under the policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the administrator.

This certificate certifies that if You are an Eligible Employee, You are insured for the Covered Legal Services described in this certificate, subject to the provisions of this certificate. This certificate is issued under the Group Legal Services Policy and includes the terms and provisions of the Group Legal Services Policy that describe this insurance. Please read this certificate carefully.

Name and Address of Policyholder: MetLife Group Insurance Trust, Providence Rhode Island

Group Policy Effective Date: 1/1/2016 Will Preparation, 1/1/2016 Estate Resolution Services

Contacting Hyatt Legal Plans

Hyatt Legal Plans, Inc. may be contacted by phone or mail as follows:

Phone: 1-800-821-6400
Mail: 1111 Superior Avenue
Cleveland, OH 44114-2507

Definitions

Covered Legal Services means the following services:

- * Estate Resolution Services - Certain probate services to be made available to Your or Your Spouse's estate upon Your or Your Spouse's death, respectively. These services provide representation and payment of legal fees for the executor or administrator of Your or Your Spouse's estate and include all court proceedings needed to transfer probate assets from Your or Your Spouse's estate to Your or Your Spouse's heirs, respectively; the correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings. The service also includes telephone and office consultations with beneficiaries related to probating the covered estate.
- * Will Preparation - A service covering the preparation of wills, codicils, living wills and powers of attorney (when You or Your Spouse are granting the power) for You or Your Spouse. The creation of any testamentary trust is covered. The service does not include tax planning.

Eligible Employee means each person who is an employee of the Employer at the time their group universal life coverage under the group universal life insurance policy began and who remains insured under such policy with Metropolitan Life Insurance Company (MetLife).

Legal Services Plan or Plan means the group policy to provide insurance for Covered Legal Services.

Metropolitan means Metropolitan Property and Casualty Insurance Company.

Plan Attorney means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.



Spouse means Your lawful Spouse or Qualified Domestic Partner or Civil Union Partner.

Qualified Domestic Partner or Civil Union Partner means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit provided by the Policyholder or (b) as required by applicable law.

We, Us and **Our** means Hyatt Legal Plans, Inc.

You and **Your** means an Eligible Employee.

How the Group Legal Services Plan Works

To use the Group Legal Services Plan for Will Preparation, You can call Hyatt. You should be prepared to identify Yourself as a participant in the Will Preparation Service Plan.

To use the Group Legal Services Plan for Estate Resolution Services, the executor or administrator of Your or Your deceased Spouse's estate should call Hyatt and be prepared to identify themselves as the executor or administrator of the deceased's estate.

In either situation when calling Hyatt, the Client Service Representative who answers the call will:

- * make an initial determination of whether and to what extent the matter is covered;
- * give a case number (a new case number will be needed for each new matter);
- * give the telephone number(s) and location of the nearest Plan Attorney(s); and
- * answer questions about the Plan.

A Plan Attorney or a non-Plan Attorney may be used.

If a Plan Attorney is used, the Plan Attorney will provide the Covered Legal Services described above.

If a non-Plan Attorney is used, the plan member, executor or administrator of the estate must notify Hyatt. Hyatt will send a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to Hyatt with the attorney's final bill. Within 60 days of Hyatt's receipt of the completed claim form and final bill, Hyatt will pay the claimant an amount equal to the lesser of the amount the claimant paid for the attorney's services and the amount stated in the Non-Plan Attorney Fee Schedule. The plan member, administrator or executor will be responsible for making payment to the non-Plan Attorney for any expenses or costs and/or fees incurred in excess of the amount paid by Hyatt.

If a claim is denied in whole or in part, Hyatt may be asked to provide a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

Exclusions

Excluded services are those legal services that are not provided under the plan. No services can be provided for the following matters:

- * Matters in which there is a conflict of interest between Your or Your Spouse's estate and the Policyholder;
- * Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the deceased's estate;
- * Any employment-related matter, including Policyholder or statutory benefits;
- * Any dispute with the Policyholder, MetLife and affiliates and Plan Attorneys;
- * Will Contests or litigation outside Probate Court;

- * Appeals;
- * Costs, expenses to a third party or fines; or
- * Frivolous or unethical matters.

Requirements for Coverage

All Eligible Employees are participants in the Plan. Because this is a Non-Contributory Plan, You do not need to contribute to the cost of coverage. You will be a participant in the Plan on the later of the Group Policy Effective Date or the date You become an Eligible Employee.

How Insurance Coverage Ends

Your insurance coverage will end upon the first of the following to occur:

- * the date the Group Legal Services Policy ends, or
- * the last day of the month in which a person ceases to be an Eligible Employee.

Other Important Information

Plan Attorneys may not request or accept additional compensation for providing Covered Legal Services, except for expenses or payments required to be made to third parties. Complaints regarding the conduct of an attorney who provides Covered Legal Services under the Plan may be made to the state bar association. If, at any time, a question or concern arises about the Covered Legal Services received, please call Hyatt Legal Plans, Inc. Hyatt and Metropolitan will work hard to fix the problem.

Nothing contained in this certificate is intended to interfere with freedom of choice in the selection of an attorney or with the attorney-client relationship.

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Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166



03/27/20

SAMPLE EMPLOYEE
100 SAMPLE RD.
SAMPLE CITY RI 10000

Important Information - Please Read

Why we're contacting you

Thank you for choosing Metropolitan Life Insurance Company ("MetLife"). We appreciate the confidence you and your Employer have placed in us. MetLife insures many of the nation's top companies, and is dedicated to helping individuals build financial security.

What we're doing

Enclosed you will find your MetLife certificate, which confirms your life insurance coverage. The effective date of your coverage is January 1, 2016, provided you meet the plan provisions for eligibility on that date, which may include a requirement that you be actively at work for the Employer.

What you need to do

Please secure your certificate as you would other important papers, and refer to it to enhance your overall understanding of the benefits provided.

You have the right to examine the certificate and return it within twenty days after receiving it, as stated under the "Right to Examine Certificate."

What you need to know

We will communicate with you at least annually, when we summarize for you the premium payments, disbursements, earnings and current death benefit amount(s) which relate to your certificate. In addition, you will hear from us at the time of any significant certificate activity.

We're here to help

We appreciate the opportunity to help you provide financial security for your loved ones, and look forward to a long, mutually rewarding relationship. If you have any questions, please call our Customer Relations Department at (800) 756-0124 Monday through Friday, 7:00am to 7:00pm Central Time.

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Metropolitan Life Insurance Company
New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The Certificate is changed as shown below:

The Certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits, We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

This rider is to be attached to and made a part of the Certificate.

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Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY,

Michel Khalaf
President

Employer: OCCIDENTAL PETROLEUM CORPORATION NON-UNION
Policyholder: Trustee of the MetLife Group Insurance Trust

Group No.: 0125577
Group Policy No.: 141281-G

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age 100 and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.

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CERTIFICATE SPECIFICATIONS AS OF May 20, 2020

PLANNED PREMIUM	\$174.20 per month
MINIMUM PREMIUM	\$8.54 per month

ADDITIONAL COVERAGES

<u>RIDER</u>	<u>BENEFIT AMOUNT</u>
DEPENDENT LIFE BENEFITS	
SPOUSE	N/A
EACH CHILD	\$10,000
ACCELERATED BENEFITS	
COVERED PERSON	Included

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5 of section titled PREMIUMS.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds depends upon the payment of sufficient contributions.

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, adjust the death benefit, change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from Our Administrative Office.

Cash Surrender Value means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends January 31, 2016, the first Monthly Anniversary is February 1, 2016, and the first Certificate Anniversary is January 1, 2017. If the Effective Date of Certificate is July 1, 2016 and the Plan Anniversary is January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends July 31, 2016, the first Monthly Anniversary is August 1, 2016, and the first Certificate Anniversary is January 1, 2017.

"Change in Family Status" means:

- * a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- * a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- * Your purchase of a home;
- * a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- * a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- * Your dependent ceasing to be a Dependent as defined under This Plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.



I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Covered Person" means the Insured's Spouse named on the Certificate Specifications page.

"Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who:

- * have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- * are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;
 4. sharing a primary residence with the other; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

"Effective Date of Certificate" is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means Trustee of the MetLife Group Insurance Trust.

"Proof" means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) the claimant's right to receive payment.

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

"Spouse" means Your lawful Spouse. With respect to this Certificate and its Riders, the term also includes your Domestic Partner. The term does not include any person who:

- * is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- * is insured under This Plan as an employee of the Employer.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("MetLife").

"Written" or "Writing" means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

"You" and "Your" mean the Insured named on the Certificate Specifications page.



II. PAYMENT WHEN THE COVERED PERSON DIES

1. Coverage

If the Covered Person dies before the earlier of the Final Date of Certificate and the date You elect Paid-up Benefits, We will pay:

The Death Benefit in effect on the Covered Person's life at the time of death;

MINUS

Any loan and loan interest;

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Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of the Covered Person's death and a proper Written claim.

2. Death Benefit

The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

(a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.

(b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

<u>Your Age on the Date of Death</u>	<u>Minimum Death Benefit as a Percentage of the Cash Value</u>
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100

The Minimum Death Benefit will decrease uniformly within the age ranges shown. "Your Age on the Date of Death" means the Covered Person's age as of the beginning of the Certificate Year.



II. PAYMENT WHEN THE COVERED PERSON DIES - (Continued)

4. Death Benefit Adjustment

At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$10,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of the Covered Person's insurability satisfactory to Us, except if You are paying under the Payroll Deduction Plan and such change is being requested due to a Change in Family Status, provided:
 - * the increase does not exceed a maximum amount of \$25,000; and
 - * the change is requested within 31 days of the event.
- (d) A request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
 - (1) if evidence of insurability is required, the date We approve the request; or
 - (2) if evidence of insurability is not required, the date of the request.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- * The monthly cost of the Insurance (See Cost of Insurance below).
- * Any Administration Charges.
- * The monthly cost of any benefits provided by riders.

However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the table in section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

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IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME

1. Payment on Final Date of Certificate

If the Covered Person is alive on the Final Date of Certificate, and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate, We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after We receive Your request, in a format acceptable to Us, to surrender Your Certificate at Our Administrative Office. The Cash Surrender Value will be determined as of the date We receive Your request. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$200. We will pay You the Partial Cash Withdrawal upon receipt of Your request at Our Administrative Office. The available Cash Surrender Value will be determined as of the date We receive Your request. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value less twice the amount of the Monthly Deduction just prior to the Partial Cash Withdrawal.

Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.

If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$10,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.

IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME - (Continued)

4. Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be 85% of the Cash Surrender Value.

The smallest amount You can borrow at any one time is \$200.

Loan interest is charged daily at the rate of 8.0% a year, and is due at the end of each Certificate Year. Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

5. Loan Repayment

You may repay all or part of a loan at any time while the Covered Person is alive and this Certificate is in force. You must tell Us when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value.

6. Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest at a rate We set but never less than 3.0%. Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

7. Deferral

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date We receive a request for payment. If We delay for 30 days or more, interest will be paid at a rate not less than 1.5% a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

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V. PREMIUMS

1. Payments

Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.

This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled TERMINATION/PORTABILITY.

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If You are not paying under the Payroll Deduction Plan, We will send You premium notices.

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount.

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least \$50. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

3. Grace Period

If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction.

If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.



V. PREMIUMS - (Continued)

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If the Covered Person dies during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this coverage be reinstated while the Covered Person is alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- (c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of the Covered Person's insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your coverage. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.

5. Continuation of Insurance

If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

V. PREMIUMS - (Continued)

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If the Covered Person is living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value unless We receive Your request, prior to the Final Date of Certificate, to continue the Covered Person's coverage under this Certificate. If We receive such request We will:

- (a) continue the Covered Person's Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of the Covered Person's death;
- (c) stop the following deductions as of the Final Date of Certificate:
 - (i) the monthly cost of the Insurance;
 - (ii) any Administration Charge; and
 - (iii) the monthly cost of any riders.

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount and Death Benefit option;
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified;
- (e) any Partial Cash Withdrawals or loans under this Certificate; and
- (f) deductions for additional riders.

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VI. TERMINATION/PORTABILITY

1. When the Covered Person's Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of the Covered Person's death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;
- e. the date the Spouse ceases to be a Spouse as defined in the section titled DEFINITIONS OF CERTAIN TERMS USED HEREIN;
- f. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- g. You are no longer in a class which remains eligible for Death Benefits for the Covered Person;
- h. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- i. the date the Employer ends its participation in This Plan;
- j. the date MetLife ends This Plan pursuant to the following:

We reserve the right to terminate This Plan if the Employer is providing a Competing Plan to eligible employees of This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 180 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see the Portability Option provision below and the section titled Premiums.

If This Plan ends for any reason and there is a Competing Plan, the Covered Person's Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 1.5% per annum.

2. Portability Option

You are eligible to continue the Covered Person's Insurance if:

- a. Your employment with the Employer ends; or

- b. You retire, or
- c. You have not elected Paid-Up Benefits.



VI. TERMINATION/PORTABILITY - (Continued)

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

1. You will have to pay Us directly for Your Insurance either on a monthly, quarterly, semi-annual, or annual basis.
2. We will bill You directly according to the payment frequency You choose.
3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
4. Your payments may be changed as a result of a change in premium rates.
5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a - f above under When the Covered Person's Death Benefit Ends. In addition, Your Insurance under the Portability Option will end on the earliest of the dates specified in items i & j above under When the Covered Person's Death Benefit Ends unless Your employment ended for reasons other than retirement.

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VII. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons You choose to receive any benefit payable because of the Covered Person's death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if the Covered Person is not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

Your choice of a Beneficiary for a personal policy issued under section titled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when the Covered Person dies, more than one person is Your Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before the Covered Person's death occurs; or
- (b) that person dies at the same time the Covered Person's death occurs; or
- (c) that person dies within 24 hours of the Covered Person's death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at the Covered Person's Death

If there is no Beneficiary at the Covered Person's death for any amount of benefits payable because of the Covered Person's death, that amount will be paid to one or more of the following persons who are related to the Covered Person:

- (a) You;
- (b) child;

(c) parent;

(d) siblings.

However, we may instead pay all or part of that amount to Your estate.

Any payment will discharge Our liability for the amount so paid.

**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE**

1. General Description

If the Covered Person's Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of the Covered Person's insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- * the Covered Person's Death Benefit ends because:
 - * the Plan ends provided the Covered Person's Death Benefit under This Plan has been in effect for 5 years; or
 - * This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided the Covered Person's Death Benefit under This Plan has been in effect for at least 5 years; or
 - * You are no longer in a class which remains eligible for Death Benefits for the Covered Person, and You did not accept the Portability Option (see section titled TERMINATION/PORTABILITY).
- * the Covered Person's Death Benefit is reduced:
 - * because You change from one eligible class to another; or
 - * due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of the Covered Person's Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of the Covered Person's Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

The Covered Person will have the option to convert when the Covered Person's Death Benefit ends because:

- * the Spouse ceases to be a Spouse as defined in the section titled Definitions Of Certain Terms Used Herein; or
- * You die.

3. Application Period

If You opt to convert the Covered Person's Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date the Covered Person's Death Benefit ends or is reduced.

4. Option Conditions

The option to convert is subject to these conditions:

- * Our receipt within the Application Period of:
 - * Your Written application for the new policy; and
 - * the premium due for such new policy;



**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE - (Continued)**

- * the premium rates for the new policy will be based on:
 - * Our rates then in use;
 - * the form and amount of insurance;
 - * the Covered Person's class of risk; and
 - * the Covered Person's attained age when the Covered Person's Death Benefit ends or is reduced;
- * the new policy may be on any form then customarily offered by Us, excluding term insurance;
- * the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- * the new policy will take effect on the 32nd day after the date the Covered Person's Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If the Covered Person's Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- * the Specified Amount of the Covered Person's Death Benefit that ends under the Plan; less
- * the amount of life insurance on the Covered Person for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- * \$10,000.

If the Covered Person's Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of the Covered Person's Death Benefit which ends under the Plan.

6. If the Covered Person Dies Within 31 Days After the Covered Person's Death Benefit Ends

If the Covered Person dies within 31 days after the Covered Person's Death Benefit ends, Proof of the Covered Person's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that the Covered Person was entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

IX. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate the Covered Person's Death Benefit and use all or part of the Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, the Covered Person's Death Benefit and any benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before the Covered Person becomes covered for Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3.0%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) the Covered Person's Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$1,000; and
- (3) the amount cannot exceed the amount of Death Benefit for which the Covered Person was covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of the Covered Person's Cash Surrender Value that is in excess of the Gross Single Premium used for the Covered Person's Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for the Covered Person's Death Benefit must be filed with Us.

2. Cash Value

The Covered Person's Paid-up Benefit has a cash value while the Covered Person is alive.

The cash value at any time will equal the Net Single Premium at the Covered Person's attained age for the amount of the Covered Person's Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of the Covered Person's Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit.

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-Up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until the Covered Person's death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of the Covered Person's death.

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X. TERMINATION OF MARRIAGE OR YOUR DEATH

If Your marriage to the Covered Person ends while the Covered Person is still covered for an amount of Insurance, We will pay You the Cash Surrender Value. Coverage under this Certificate will end. If You die while the Covered Person is still covered for an amount of Insurance, We will pay Your estate the Cash Surrender Value. Coverage under this Certificate will end. In the event of termination of marriage or Your death, the Covered Person may make Written request to remain insured under this Plan. If such request is made We will issue a Certificate to the Covered Person setting forth the applicable benefits.

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XI. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from Us.

2. Entire Contract

Your Insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- * the Group Policy and its Exhibits, which include the Certificate(s);
- * the Policyholder's application; and
- * the amendments and/or endorsements to the Group Policy.

3. Statements Made By You and/or the Covered Person Which Relate To Insurability

Any statement made by You and/or the Covered Person will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- * the statement is in a Written application or enrollment form;
- * You (and the Covered Person, if required) have signed the application or enrollment form; and
- * A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your and/or the Covered Person's statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during the Covered Person's life. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during the Covered Person's life.

In the case of reinstatement of Your Insurance, no such statement made by You and/or the Covered Person during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies.

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms "You/Your" will mean the Applicant Owner for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

An individual or entity may apply for coverage on the Covered Person's life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.



XI. GENERAL PROVISIONS - (Continued)

6. Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment.

Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- * a Written form satisfactory to Us, affirming this assignment, has been completed;
- * the Written form has been Signed by You and the assignee(s);
- * the Insurance being assigned is in force;
- * the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment other than as required by applicable law.

7. Age

If the Covered Person's Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

8. Computation of Rates

The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

9. Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

XI. GENERAL PROVISIONS - (Continued)

10. Annual Reports

Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months, We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value during the past Certificate Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

11. Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

12. Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration and pay the service fee set by Us.

13. Conformity with Law

If the terms and the provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

14. Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

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XII. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

<u>Attained Age</u>	<u>Monthly Rate</u>	<u>Attained Age</u>	<u>Monthly Rate</u>
49	1.213000	75	12.453000
50	1.303000	76	13.321000
51	1.420000	77	14.312000
52	1.567000	78	15.428000
53	1.737000	79	16.620000
54	1.943000	80	17.888000
55	2.173000	81	19.180000
56	2.420000	82	20.435000
57	2.650000	83	21.714000
58	2.877000	84	23.060000
59	3.140000	85	24.472000
60	3.467000	86	25.908000
61	3.863000	87	27.315000
62	4.327000	88	28.641000
63	4.823000	89	29.838000
64	5.347000	90	30.761000
65	5.883000	91	31.391000
66	6.423000	92	31.867000
67	6.987000	93	32.195000
68	7.580000	94	32.358000
69	8.230000	95	34.515000
70	8.756000	96	36.619000
71	9.408000	97	38.857000
72	10.157000	98	41.244000
73	10.896000	99	43.790000
74	11.655000		

XIII. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as the Covered Person's benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue the Covered Person's protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.
Our Administrative Office is located at 13045 Tesson Ferry Rd, St. Louis, MO 63128.

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Dependent Life Benefits

This Rider is a part of the Certificate to which it is attached if Dependent Life Benefits is referred to on the Certificate Specifications page.

I. Dependent Life Benefits

1. Coverage

If a Dependent dies while Dependent Life Benefits are in effect for that Dependent, We will pay the amount of Dependent Life Benefits that are in effect for that Dependent on the date of that Dependent's death.

2. Payment Of Benefits

Unless You have designated on Your request form a Beneficiary other than Yourself to receive these benefits, the benefits will be paid to:

- (a) You, if You survive the Dependent; or
- (b) Your estate, if the Dependent dies within 24 hours of Your death.

If You have designated on Your request form a Beneficiary other than Yourself to receive these benefits, the benefits will be paid to the person or persons You have designated.

You must name the Beneficiary on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

If, when the Dependent dies, more than one person is the Dependent's Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

A person's rights as a Beneficiary end if:

- (a) that person dies before the Dependent dies; or
- (b) that person dies within 24 hours of the Dependent's death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

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If there is no Beneficiary at the Dependent's death for any amount of benefits payable because of the Dependent's death, that amount will be paid to one or more of the following persons who are related to the Dependent:

- (a) You;
- (b) child;
- (c) parent;
- (d) siblings.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge Our liability for the amount so paid.

3. Optional Types Of Payment

Payment of any amount of Dependent Life Benefits may be made in installments instead of one sum. Details on the payment options may be obtained from Us.

II. Definitions

1. "Dependent", for the purposes of determining who is eligible to be covered for insurance, means Your unmarried natural child except for:

- (a) a person who is insured under This Plan as an employee of the employer;
- (b) a child who is 26 years of age or older.

Subject to the same conditions which apply to a natural child, child also includes:

- (a) Your child who is legally adopted (including a child from the date of placement with the adopting parents until the legal adoption); and
- (b) Your stepchild; and
- (c) A child who resides with and is primarily supported by You and your Spouse/Domestic Partner.

If a Dependent child is covered on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- (a) that child is and remains unable to work in self-sustaining employment because of:
 - (i) physical handicap; or
 - (ii) mental handicap; and
- (b) that child is and remains chiefly dependent upon You for support; and
- (c) that child is and remains a Dependent, as defined, except for the age limit; and
- (d) You give us proof, when We ask for it, that the child is and remains so unable to work and dependent on You since the age limit. Proof will be requested at time of claim. The proof must be satisfactory to Us.

No person may be covered as a Dependent of more than one employee of the employer.



2. "Beneficiary" means the person or persons You name to receive any benefit payable because of the Dependent's death.

III. Eligibility

You are eligible for Dependent Life Benefits on the later of:

- (a) the Effective Date of Certificate; and
- (b) the date You first acquire a Dependent.

Such later date is Your Eligibility Date.

IV. Effective Dates of Dependent Life Benefits

1. Request Forms

You must make a written request for Dependent Life Benefits. The requested forms will be provided by Us. You must be actively at work as an employee of the employer on the date You make such request.

2. If Request Is Made

A timely request is one that is made on or prior to the date 60 days after Your Eligibility Date. If You are not actively at work as an employee of the employer on Your Eligibility Date, a request will be timely if it is made on or prior to the date 60 days after the date You return to active work as an employee of the employer.

If a request is not a timely request, it is a late request.

If You make a late request for Dependent Life Benefits or, if applicable, the amount of the Dependent Life Benefits requested exceeds the non-medical issue amount of Dependent Life Benefits provided by This Plan, evidence of the good health of Your Dependent must be given to Us.

If You make a request for Dependent Life Benefits, Your Dependent Life Benefits will become effective on the latest of:

- (a) the Effective Date of the Certificate; or
- (b) the first of the month following the date of Your request if no evidence of good health is required; or
- (c) the first of the month following the date any required evidence of good health for a Dependent is accepted by Us as satisfactory; or
- (d) In case of annual enrollment, the next plan anniversary or first of the month following the date any required evidence of good health for a Dependent is accepted by Us as satisfactory.

If the evidence of the good health of any person is not accepted by Us as satisfactory:

- (a) such person will be deemed not to be a Dependent for the purpose of Dependent Life Benefits; and

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3. Reinstatement of Benefits

If Your Dependent Life Benefits end because You do not make a required payment to its cost, You may make a request to reinstate it. Such a request will be treated as if it were a late request in order to determine the effective date of Your Dependent Life Benefits.

4. New Dependent Children

Dependent Life Benefits with respect to a Dependent child who becomes Your Dependent while You are covered for Dependent Life Benefits will be effective on the date such child becomes your Dependent.

V. Premiums

While Dependent Life Benefits are in force, payments will be required to cover the cost of the Dependent Life Benefits in accordance with the applicable Planned Premiums.

VI. When Dependent Life Benefits End

Dependent Life Benefits will end on the earliest of:

1. the date of Your death;
2. the date of death of that Dependent;
3. the date the Certificate to which this rider is attached ends;
4. the date the Certificate to which this rider is attached becomes Paid-Up;
5. the date a Dependent ceases to be a Dependent as defined;
6. the last day of the period for which a payment was made if a payment is required by Us for the cost of the Dependent Life Benefits;
7. the Monthly Anniversary on or next following the date We receive Your Written request that the Dependent Life Benefits coverage be cancelled.

VII. Right To Obtain A Personal Policy Of Life Insurance On The Life Of A Dependent

1. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to You or a Dependent if applied for in Writing during the Application Period. The Application Period is the 31 day period after the date the Dependent Life Benefits on that Dependent:

* ends because:

- (a) This Plan ends, but only if the Dependent Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
- (b) This Plan is changed to end the Dependent Life Benefits for Your class; but only if the Dependent Life Benefits on that Dependent had been in effect under This Plan for at least five years; or
- (c) the Certificate to which this rider is attached ends; or
- (b) such person will not be covered for Dependent Life Benefits.

(d) the Death Benefit for the Certificate to which this rider is attached becomes Paid-up; and

You did not accept the Portability Option as described in the Certificate to which this rider is attached.

The Dependent will have the option to convert when the Dependent Life Benefits on that Dependent ends because:

- (e) that Dependent no longer qualifies as a Dependent as defined in the DEFINITIONS; or
- (f) You die.
- * are reduced:
- (g) because You change from one eligible class to another; or
- (h) due to an amendment of This Plan.

Proof that the Dependent is insurable is not required by Us.

2. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

- (a) It will be on one of the forms then usually issued by Us, except Term Insurance; and
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
 - (1) the class of risk to which the Dependent belongs; and
 - (2) the Dependent's age on the effective date of the policy; and
 - (3) the form and amount of the policy; and
- (d) if item 1(a) or 1(b) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - (1) the amount of Dependent Life Benefits on that Dependent on the date the Dependent Life Benefits ends, less any amount of life insurance on the life of that Dependent for which You may be eligible under any group policy which takes effect within 31 days after the Dependent Life Benefits on that Dependent ends; and
 - (2) \$10,000; and
- (e) If item 1(c), 1(d), 1(e), 1(f), 1(g), or 1(h) applies to the Dependent, the amount of the policy will not be more than the amount of Dependent Life Benefits on that Dependent on the date the Dependent Life Benefits ends.

3. If The Dependent Dies During The Application Period

If the Dependent dies during the Application Period, We will pay a death benefit. The payment of the death benefit will be in the same manner as if the Dependent Life Benefits on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the amount that the Dependent was entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

VIII. General Provisions Applicable To Dependent Life Benefits

1. Statements Made By You Which Relate To Insurability

Any statement made by You, on behalf of any of Your Dependents, or Your Dependent will be deemed a representation and not a warranty.

No such statement made by You, on behalf of any of Your Dependents, or Your Dependent which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;

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unless the conditions listed in items (1) and (2) below have been met.

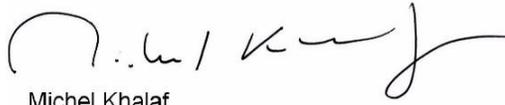
- (1) The statement must be contained in a written application which has been signed by You or Your Dependent.
- (2) A copy of the application has been furnished to You or to the Beneficiary of the Dependent Life Benefits.

No such statement made by You, on behalf of any of Your Dependents, or Your Dependent will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

2. Additional Provisions

The Dependent Life Benefits under This Plan do not at any time provide paid-up insurance, or loan or cash value.

Metropolitan Life Insurance Company



Michel Khalaf
President



Metropolitan Life Insurance Company
New York, New York 10166

Rider: Accelerated Benefits

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

A. "Meets the Requirements" means that as a result of sickness or injury the Covered Person:

- (a) is not expected to recover; and
- (b) in fact, is expected to die in 12 months.

These must be certified by a Physician and accepted by Us.

B. **Physician** means:

- * a person licensed to practice medicine in the jurisdiction where such services are performed; or
- * any other person whose services, according to applicable law, must be treated as Physician's services for purposes of This Plan. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- * You
- * Your Spouse; or
- * any member of Your immediate family including Your and/or Your Spouse's:
 - * parents;
 - * children (natural, step or adopted);
 - * siblings;
 - * grandparents; or
 - * grandchildren.

2. Coverage

We will pay Accelerated Benefits to You if:

- (a) the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b) You or Your legally appointed representative request payment of Accelerated Benefits; and
- (c) the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Death Benefit and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE.

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3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2016 and the Effective Date of Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by You; or
- (b) the amount of the Covered Person's Specified Amount is less than \$20,000, or
- (c) the Covered Person has elected to receive Paid-Up Benefits.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 80% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date We accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$500,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

If the Covered Person's Specified Amount is scheduled to reduce within 12 months of such certification date, We will, for the purpose of determining the amount of Accelerated Benefits, deem the Specified Amount to have already been reduced on such certification date. If such reduced amount is less than the Minimum Death Benefit no Accelerated Benefits will be payable.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the Covered Person's Specified Amount will be reduced. The Specified Amount actually in effect on the certification date will be reduced in accordance with the provisions of This Plan.

After such scheduled reduction, the Covered Person's Specified Amount will be the Specified Amount actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Death Benefit.

7. Payment of Benefits

Accelerated Benefits will be payable when We receive notice and satisfactory proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if You are living when payment is made. Accelerated Benefits are payable only once.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs We will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

8. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If Your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

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Metropolitan Life Insurance Company,

Michel Khalaf
President

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166



03/27/20

SAMPLE EMPLOYEE
100 SAMPLE RD.
SAMPLE CITY RI 77227

Important Information - Please Read

Why we're contacting you

Thank you for choosing Metropolitan Life Insurance Company ("MetLife"). We appreciate the confidence you and your Employer have placed in us. MetLife insures many of the nation's top companies, and is dedicated to helping individuals build financial security.

What we're doing

Enclosed you will find your MetLife certificate, which confirms your life insurance coverage. The effective date of your coverage is January 1, 2016, provided you meet the plan provisions for eligibility on that date, which may include a requirement that you be actively at work for the Employer.

What you need to do

Please secure your certificate as you would other important papers, and refer to it to enhance your overall understanding of the benefits provided.

You have the right to examine the certificate and return it within twenty days after receiving it, as stated under the "Right to Examine Certificate."

What you need to know

We will communicate with you at least annually, when we summarize for you the premium payments, disbursements, earnings and current death benefit amount(s) which relate to your certificate. In addition, you will hear from us at the time of any significant certificate activity.

We're here to help

We appreciate the opportunity to help you provide financial security for your loved ones, and look forward to a long, mutually rewarding relationship. If you have any questions, please call our Customer Relations Department at (800) 756-0124 Monday through Friday, 7:00am to 7:00pm Central Time.

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Metropolitan Life Insurance Company
New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION NON-UNION

Effective Date: January 1, 2016

The Certificate is changed as shown below:

The Certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits, We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

This rider is to be attached to and made a part of the Certificate.





Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY,

Michel Khalaf
President

Employer: OCCIDENTAL PETROLEUM CORPORATION NON-UNION
Policyholder: Trustee of the MetLife Group Insurance Trust

Group No.: 0125577
Group Policy No.: 141281-G

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age 100 and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.

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CERTIFICATE SPECIFICATIONS AS OF May 20, 2020

PLANNED PREMIUM	\$8.82 per month
MINIMUM PREMIUM	\$3.00 per month

ADDITIONAL COVERAGES

RIDER

BENEFIT AMOUNT

ACCELERATED BENEFITS

COVERED PERSON

Included

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5 of section titled PREMIUMS.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds depends upon the payment of sufficient contributions.

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, adjust the death benefit, change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from Our Administrative Office.

Cash Surrender Value means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends January 31, 2016, the first Monthly Anniversary is February 1, 2016, and the first Certificate Anniversary is January 1, 2017. If the Effective Date of Certificate is July 1, 2016 and the Plan Anniversary is January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends July 31, 2016, the first Monthly Anniversary is August 1, 2016, and the first Certificate Anniversary is January 1, 2017.

"Change in Family Status" means:

- * a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- * a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- * Your purchase of a home;
- * a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- * a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- * Your dependent ceasing to be a Dependent as defined under This Plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.



I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Covered Person" means the Insured's Spouse named on the Certificate Specifications page.

"Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who:

- * have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- * are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;
 4. sharing a primary residence with the other; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

"Effective Date of Certificate" is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means Trustee of the MetLife Group Insurance Trust.

"Proof" means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) the claimant's right to receive payment.

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

"Spouse" means Your lawful Spouse. With respect to this Certificate and its Riders, the term also includes your Domestic Partner. The term does not include any person who:

- * is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- * is insured under This Plan as an employee of the Employer.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("MetLife").

"Written" or "Writing" means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

"You" and "Your" mean the Insured named on the Certificate Specifications page.



II. PAYMENT WHEN THE COVERED PERSON DIES

1. Coverage

If the Covered Person dies before the earlier of the Final Date of Certificate and the date You elect Paid-up Benefits, We will pay:

The Death Benefit in effect on the Covered Person's life at the time of death;

MINUS

Any loan and loan interest;

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Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of the Covered Person's death and a proper Written claim.

2. Death Benefit

The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

- (a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.
- (b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

<u>Your Age on the Date of Death</u>	<u>Minimum Death Benefit as a Percentage of the Cash Value</u>
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100

The Minimum Death Benefit will decrease uniformly within the age ranges shown. "Your Age on the Date of Death" means the Covered Person's age as of the beginning of the Certificate Year.



II. PAYMENT WHEN THE COVERED PERSON DIES - (Continued)

4. Death Benefit Adjustment

At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$10,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of the Covered Person's insurability satisfactory to Us, except if You are paying under the Payroll Deduction Plan and such change is being requested due to a Change in Family Status, provided:
 - * the increase does not exceed a maximum amount of \$25,000; and
 - * the change is requested within 31 days of the event.
- (d) A request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
 - (1) if evidence of insurability is required, the date We approve the request; or
 - (2) if evidence of insurability is not required, the date of the request.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- * The monthly cost of the Insurance (See Cost of Insurance below).
- * Any Administration Charges.
- * The monthly cost of any benefits provided by riders.

However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the table in section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

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IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME

1. Payment on Final Date of Certificate

If the Covered Person is alive on the Final Date of Certificate, and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate, We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after We receive Your request, in a format acceptable to Us, to surrender Your Certificate at Our Administrative Office. The Cash Surrender Value will be determined as of the date We receive Your request. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$200. We will pay You the Partial Cash Withdrawal upon receipt of Your request at Our Administrative Office. The available Cash Surrender Value will be determined as of the date We receive Your request. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value less twice the amount of the Monthly Deduction just prior to the Partial Cash Withdrawal.

Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.

If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$10,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.

IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME - (Continued)

4. Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be 85% of the Cash Surrender Value.

The smallest amount You can borrow at any one time is \$200.

Loan interest is charged daily at the rate of 8.0% a year, and is due at the end of each Certificate Year. Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

5. Loan Repayment

You may repay all or part of a loan at any time while the Covered Person is alive and this Certificate is in force. You must tell Us when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value.

6. Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest at a rate We set but never less than 3.0%. Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

7. Deferment

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date We receive a request for payment. If We delay for 30 days or more, interest will be paid at a rate not less than 1.5% a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

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V. PREMIUMS

1. Payments

Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.

This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled TERMINATION/PORTABILITY.

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If You are not paying under the Payroll Deduction Plan, We will send You premium notices.

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount.

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least \$50. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

3. Grace Period

If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction.

If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.



V. PREMIUMS - (Continued)

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If the Covered Person dies during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this coverage be reinstated while the Covered Person is alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- (c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of the Covered Person's insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your coverage. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.

5. Continuation of Insurance

If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

V. PREMIUMS - (Continued)

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If the Covered Person is living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value unless We receive Your request, prior to the Final Date of Certificate, to continue the Covered Person's coverage under this Certificate. If We receive such request We will:

- (a) continue the Covered Person's Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of the Covered Person's death;
- (c) stop the following deductions as of the Final Date of Certificate:
 - (i) the monthly cost of the Insurance;
 - (ii) any Administration Charge; and
 - (iii) the monthly cost of any riders.

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount and Death Benefit option;
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified; and
- (e) any Partial Cash Withdrawals or loans under this Certificate.

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VI. TERMINATION/PORTABILITY

1. When the Covered Person's Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of the Covered Person's death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;
- e. the date the Spouse ceases to be a Spouse as defined in the section titled DEFINITIONS OF CERTAIN TERMS USED HEREIN;
- f. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- g. You are no longer in a class which remains eligible for Death Benefits for the Covered Person;
- h. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- i. the date the Employer ends its participation in This Plan;
- j. the date MetLife ends This Plan pursuant to the following:

We reserve the right to terminate This Plan if the Employer is providing a Competing Plan to eligible employees of This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 180 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see the Portability Option provision below and the section titled Premiums.

If This Plan ends for any reason and there is a Competing Plan, the Covered Person's Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 1.5% per annum.

2. Portability Option

You are eligible to continue the Covered Person's Insurance if:

- a. Your employment with the Employer ends; or

- b. You retire, or
- c. You have not elected Paid-Up Benefits.



VI. TERMINATION/PORTABILITY - (Continued)

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

1. You will have to pay Us directly for Your Insurance either on a monthly, quarterly, semi-annual, or annual basis.
2. We will bill You directly according to the payment frequency You choose.
3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
4. Your payments may be changed as a result of a change in premium rates.
5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a - f above under When the Covered Person's Death Benefit Ends. In addition, Your Insurance under the Portability Option will end on the earliest of the dates specified in items i & j above under When the Covered Person's Death Benefit Ends unless Your employment ended for reasons other than retirement.

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VII. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons You choose to receive any benefit payable because of the Covered Person's death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if the Covered Person is not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

Your choice of a Beneficiary for a personal policy issued under section titled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when the Covered Person dies, more than one person is Your Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before the Covered Person's death occurs; or
- (b) that person dies at the same time the Covered Person's death occurs; or
- (c) that person dies within 24 hours of the Covered Person's death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at the Covered Person's Death

If there is no Beneficiary at the Covered Person's death for any amount of benefits payable because of the Covered Person's death, that amount will be paid to one or more of the following persons who are related to the Covered Person:

- (a) You;
- (b) child;



(c) parent;

(d) siblings.

However, we may instead pay all or part of that amount to Your estate.

Any payment will discharge Our liability for the amount so paid.

**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE**

1. General Description

If the Covered Person's Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of the Covered Person's insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- * the Covered Person's Death Benefit ends because:
 - * the Plan ends provided the Covered Person's Death Benefit under This Plan has been in effect for 5 years; or
 - * This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided the Covered Person's Death Benefit under This Plan has been in effect for at least 5 years; or
 - * You are no longer in a class which remains eligible for Death Benefits for the Covered Person, and You did not accept the Portability Option (see section titled TERMINATION/PORTABILITY).
- * the Covered Person's Death Benefit is reduced:
 - * because You change from one eligible class to another; or
 - * due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of the Covered Person's Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of the Covered Person's Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

The Covered Person will have the option to convert when the Covered Person's Death Benefit ends because:

- * the Spouse ceases to be a Spouse as defined in the section titled Definitions Of Certain Terms Used Herein; or
- * You die.

3. Application Period

If You opt to convert the Covered Person's Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date the Covered Person's Death Benefit ends or is reduced.

4. Option Conditions

The option to convert is subject to these conditions:

- * Our receipt within the Application Period of:
 - * Your Written application for the new policy; and
 - * the premium due for such new policy;



**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE - (Continued)**

- * the premium rates for the new policy will be based on:
 - * Our rates then in use;
 - * the form and amount of insurance;
 - * the Covered Person's class of risk; and
 - * the Covered Person's attained age when the Covered Person's Death Benefit ends or is reduced;
- * the new policy may be on any form then customarily offered by Us, excluding term insurance;
- * the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- * the new policy will take effect on the 32nd day after the date the Covered Person's Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If the Covered Person's Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- * the Specified Amount of the Covered Person's Death Benefit that ends under the Plan; less
- * the amount of life insurance on the Covered Person for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- * \$10,000.

If the Covered Person's Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of the Covered Person's Death Benefit which ends under the Plan.

6. If the Covered Person Dies Within 31 Days After the Covered Person's Death Benefit Ends

If the Covered Person dies within 31 days after the Covered Person's Death Benefit ends, Proof of the Covered Person's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that the Covered Person was entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

IX. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate the Covered Person's Death Benefit and use all or part of the Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, the Covered Person's Death Benefit and any benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before the Covered Person becomes covered for Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3.0%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) the Covered Person's Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$1,000; and
- (3) the amount cannot exceed the amount of Death Benefit for which the Covered Person was covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of the Covered Person's Cash Surrender Value that is in excess of the Gross Single Premium used for the Covered Person's Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for the Covered Person's Death Benefit must be filed with Us.

2. Cash Value

The Covered Person's Paid-up Benefit has a cash value while the Covered Person is alive.

The cash value at any time will equal the Net Single Premium at the Covered Person's attained age for the amount of the Covered Person's Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of the Covered Person's Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit.

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-Up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until the Covered Person's death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of the Covered Person's death.

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X. TERMINATION OF MARRIAGE OR YOUR DEATH

If Your marriage to the Covered Person ends while the Covered Person is still covered for an amount of Insurance, We will pay You the Cash Surrender Value. Coverage under this Certificate will end. If You die while the Covered Person is still covered for an amount of Insurance, We will pay Your estate the Cash Surrender Value. Coverage under this Certificate will end. In the event of termination of marriage or Your death, the Covered Person may make Written request to remain insured under this Plan. If such request is made We will issue a Certificate to the Covered Person setting forth the applicable benefits.

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XI. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from Us.

2. Entire Contract

Your Insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- * the Group Policy and its Exhibits, which include the Certificate(s);
- * the Policyholder's application; and
- * the amendments and/or endorsements to the Group Policy.

3. Statements Made By You and/or the Covered Person Which Relate To Insurability

Any statement made by You and/or the Covered Person will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- * the statement is in a Written application or enrollment form;
- * You (and the Covered Person, if required) have signed the application or enrollment form; and
- * A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your and/or the Covered Person's statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during the Covered Person's life. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during the Covered Person's life.

In the case of reinstatement of Your Insurance, no such statement made by You and/or the Covered Person during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies.

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms "You/Your" will mean the Applicant Owner for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

An individual or entity may apply for coverage on the Covered Person's life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.



XI. GENERAL PROVISIONS - (Continued)

6. Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment.

Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- * a Written form satisfactory to Us, affirming this assignment, has been completed;
- * the Written form has been Signed by You and the assignee(s);
- * the Insurance being assigned is in force;
- * the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment other than as required by applicable law.

7. Age

If the Covered Person's Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

8. Computation of Rates

The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

9. Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

XI. GENERAL PROVISIONS - (Continued)

10. Annual Reports

Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months, We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value during the past Certificate Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

11. Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

12. Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration and pay the service fee set by Us.

13. Conformity with Law

If the terms and the provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

14. Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

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XII. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

<u>Attained Age</u>	<u>Monthly Rate</u>	<u>Attained Age</u>	<u>Monthly Rate</u>
39	0.530000	70	8.756000
40	0.573000	71	9.408000
41	0.623000	72	10.157000
42	0.683000	73	10.896000
43	0.757000	74	11.655000
44	0.840000	75	12.453000
45	0.923000	76	13.321000
46	1.010000	77	14.312000
47	1.083000	78	15.428000
48	1.140000	79	16.620000
49	1.213000	80	17.888000
50	1.303000	81	19.180000
51	1.420000	82	20.435000
52	1.567000	83	21.714000
53	1.737000	84	23.060000
54	1.943000	85	24.472000
55	2.173000	86	25.908000
56	2.420000	87	27.315000
57	2.650000	88	28.641000
58	2.877000	89	29.838000
59	3.140000	90	30.761000
60	3.467000	91	31.391000
61	3.863000	92	31.867000
62	4.327000	93	32.195000
63	4.823000	94	32.358000
64	5.347000	95	34.515000
65	5.883000	96	36.619000
66	6.423000	97	38.857000
67	6.987000	98	41.244000
68	7.580000	99	43.790000
69	8.230000		

XIII. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as the Covered Person's benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue the Covered Person's protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.
Our Administrative Office is located at 13045 Tesson Ferry Rd, St. Louis, MO 63128.

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Accelerated Benefits

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

A. "Meets the Requirements" means that as a result of sickness or injury the Covered Person:

- (a) is not expected to recover; and
- (b) in fact, is expected to die in 12 months.

These must be certified by a Physician and accepted by Us.

B. **Physician** means:

- * a person licensed to practice medicine in the jurisdiction where such services are performed; or
- * any other person whose services, according to applicable law, must be treated as Physician's services for purposes of This Plan. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- * You
- * Your Spouse; or
- * any member of Your immediate family including Your and/or Your Spouse's:
 - * parents;
 - * children (natural, step or adopted);
 - * siblings;
 - * grandparents; or
 - * grandchildren.

2. Coverage

We will pay Accelerated Benefits to You if:

- (a) the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b) You or Your legally appointed representative request payment of Accelerated Benefits; and
- (c) the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Death Benefit and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE.

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3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2016 and the Effective Date of Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by You; or
- (b) the amount of the Covered Person's Specified Amount is less than \$20,000, or
- (c) the Covered Person has elected to receive Paid-Up Benefits.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 80% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date We accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$500,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

If the Covered Person's Specified Amount is scheduled to reduce within 12 months of such certification date, We will, for the purpose of determining the amount of Accelerated Benefits, deem the Specified Amount to have already been reduced on such certification date. If such reduced amount is less than the Minimum Death Benefit no Accelerated Benefits will be payable.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the Covered Person's Specified Amount will be reduced. The Specified Amount actually in effect on the certification date will be reduced in accordance with the provisions of This Plan.

After such scheduled reduction, the Covered Person's Specified Amount will be the Specified Amount actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Death Benefit.

7. Payment of Benefits

Accelerated Benefits will be payable when We receive notice and satisfactory proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if You are living when payment is made. Accelerated Benefits are payable only once.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs We will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

8. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If Your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

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Metropolitan Life Insurance Company,

Michel Khalaf
President

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166



03/12/20

SAMPLE UNION EMPLOYEE
100 SAMPLE RD.
SAMPLE CITY RI 10000

Important Information - Please Read

Why we're contacting you

Thank you for choosing Metropolitan Life Insurance Company ("MetLife"). We appreciate the confidence you and your Employer have placed in us. MetLife insures many of the nation's top companies, and is dedicated to helping individuals build financial security.

What we're doing

Enclosed you will find your MetLife certificate, which confirms your life insurance coverage. The effective date of your coverage is January 1, 2016, provided you meet the plan provisions for eligibility on that date, which may include a requirement that you be actively at work for the Employer.

What you need to do

Please secure your certificate as you would other important papers, and refer to it to enhance your overall understanding of the benefits provided.

You have the right to examine the certificate and return it within twenty days after receiving it, as stated under the "Right to Examine Certificate."

What you need to know

We will communicate with you at least annually, when we summarize for you the premium payments, disbursements, earnings and current death benefit amount(s) which relate to your certificate. In addition, you will hear from us at the time of any significant certificate activity.

We're here to help

We appreciate the opportunity to help you provide financial security for your loved ones, and look forward to a long, mutually rewarding relationship. If you have any questions, please call our Customer Relations Department at (800) 756-0124 Monday through Friday, 7:00am to 7:00pm Central Time.

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Protect your family's financial future with our will preparation services ¹



Experts at hand

Having a will prevents unnecessary stress and ensures your final wishes are clear. We offer valuable legal resources through Hyatt Legal Plans to assist you with creating or updating a binding will at no additional cost with your Group Universal Life coverage. Get expert guidance and unlimited consultations with a plan attorney so you can feel confident you're making the right decisions.

Tailored guidance when it matters most

Choose to meet with any of our more than 15,000 participating plan attorneys in-person or by phone for a one-on-one consultation in a private and supportive environment. There are no claim forms to file for covered services--fees are taken care of through your plan. To help you find the right fit for you, you can use an out-of-network attorney, the fees for these services are based on a set fee schedule.*

You've got it covered

Take advantage of covered services including:

- * **Unlimited access:** Talk to an attorney as many times as needed to prepare, update or revise a will.
- * **Protection for the unexpected:** Prepare living wills and powers of attorney to help ease the stress if individuals become unable to make decisions for themselves.

These services are automatically available to you.

Expert guidance is just a conversation away

Simply contact a Client Services Representative to get started. We'll give you a case number and help you find a participating plan attorney.

- * Call Hyatt Legal Plans' toll-free number 1-800-821-6400
- * Give the company name, customer number (**0125577**) and the last 4 digits of the policy holder's Social Security number.
- * And find the best participating plan attorney for you

* Individuals have the option to use the out-of-network reimbursement feature to retain an attorney who does not participate in Hyatt Legal Plans' network of plan attorneys. If a non-network attorney is chosen, the individual will be responsible for any attorneys' fees that exceed the reimbursed amount.

1. Will Preparation is offered by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. For New York sitused cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation. Tax Planning and preparation of Living Trusts are not covered by the Will Preparation Service.



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Metropolitan Life Insurance Company
New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION UNION

Effective Date: January 1, 2016

The Certificate is changed as shown below:

The Certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits, We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

This rider is to be attached to and made a part of the Certificate.

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Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY,

Michel Khalaf
President

Employer: OCCIDENTAL PETROLEUM CORPORATION UNION
Policyholder: Trustee of the MetLife Group Insurance Trust

Group No.: 0125577
Group Policy No.: 141281-G

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age 100 and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.

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CERTIFICATE SPECIFICATIONS AS OF May 18, 2020

PLANNED PREMIUM	\$70.20 per month
MINIMUM PREMIUM	\$70.20 per month

ADDITIONAL COVERAGES

<u>RIDER</u>	<u>BENEFIT AMOUNT</u>
DEPENDENT LIFE BENEFITS	
SPOUSE	N/A
EACH CHILD	\$0
ACCELERATED BENEFITS	
COVERED PERSON	Included
WAIVER OF MONTHLY DEDUCTION DURING TOTAL DISABILITY	Included
WILL PREPARATION SERVICES	Included
ESTATE RESOLUTION SERVICES	Included

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5 of section titled PREMIUMS.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds depends upon the payment of sufficient contributions.

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, adjust the death benefit, change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from Our Administrative Office.

Cash Surrender Value means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends January 31, 2016, the first Monthly Anniversary is February 1, 2016, and the first Certificate Anniversary is January 1, 2017. If the Effective Date of Certificate is July 1, 2016 and the Plan Anniversary is January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends July 31, 2016, the first Monthly Anniversary is August 1, 2016, and the first Certificate Anniversary is January 1, 2017.

"Change in Family Status" means:

- * a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- * a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- * Your purchase of a home;
- * a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- * a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- * Your dependent ceasing to be a Dependent as defined under This Plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.



I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who:

- * have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- * are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;
 4. sharing a primary residence with the other; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

"Effective Date of Certificate" is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means Trustee of the MetLife Group Insurance Trust.

"Proof" means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) the claimant's right to receive payment.

When a claim is made for continuation of coverage under the Rider: Waiver of Monthly Deductions During Total Disability, Proof must establish:

- (a) the nature and extent of the condition; and
- (b) Our obligation to continue coverage.

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

"Spouse" means Your lawful Spouse. With respect to this Certificate and its Riders, the term also includes Your Domestic Partner.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("MetLife").

"Written" or "Writing" means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

"You" and "Your" mean the Covered Person named on the Certificate Specifications page.

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II. PAYMENT WHEN YOU DIE

1. Coverage

If You die before the earlier of the Final Date of Certificate and the date You elect Paid-up Benefits, We will pay:

The Death Benefit in effect on Your life at the time of death;

MINUS

Any loan and loan interest;

MINUS

Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of Your death and a proper Written claim.

2. Death Benefit

The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

- (a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.
- (b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

<u>Your Age on the Date of Death</u>	<u>Minimum Death Benefit as a Percentage of the Cash Value</u>
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100

The Minimum Death Benefit will decrease uniformly within the age ranges shown. "Your Age on the Date of Death" means the Covered Person's age as of the beginning of the Certificate Year.



II. PAYMENT WHEN YOU DIE - (Continued)

4. Death Benefit Adjustment

At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$10,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of Your insurability satisfactory to Us, except if You are paying under the Payroll Deduction Plan and such change is being requested due to a Change in Family Status, provided:
 - * the increase results in a new Specified Amount that does not exceed a maximum amount of \$60,000; and
 - * the change is requested within 31 days of the event.

Any increase may not result in an amount in excess of the maximum specified amount that is filed with the records for This Plan.

- (d) A request for a change in the Specified Amount will take effect:
 - (1) if evidence of insurability is required, on the first of the month following the date We approve the request; or
 - (2) if evidence of insurability is not required and the change is due to a Change in Family Status, on the first of the month following the date of the request.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- * The monthly cost of the Insurance (See Cost of Insurance below).
- * Any Administration Charges.
- * The monthly cost of any benefits provided by riders.

However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the table in section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

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IV. PAYMENTS DURING YOUR LIFETIME

1. Payment on Final Date of Certificate

If the Insured is alive on the Final Date of Certificate, and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate, We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after We receive Your request, in a format acceptable to Us, to surrender Your Certificate at Our Administrative Office. The Cash Surrender Value will be determined as of the date We receive Your request. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$200. We will pay You the Partial Cash Withdrawal upon receipt of Your request at Our Administrative Office. The available Cash Surrender Value will be determined as of the date We receive Your request. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value less twice the amount of the Monthly Deduction just prior to the Partial Cash Withdrawal.

Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.

If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$10,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.

IV. PAYMENTS DURING YOUR LIFETIME - (Continued)

4. Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be 85% of the Cash Surrender Value.

The smallest amount You can borrow at any one time is \$200.

Loan interest is charged daily at the rate of 8.0% a year, and is due at the end of each Certificate Year. Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

5. Loan Repayment

You may repay all or part of a loan at any time while the Insured is alive and this Certificate is in force. You must tell Us when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value.

6. Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest at a rate We set but never less than 3.0%. Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

7. Deferment

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date We receive a request for payment. If We delay for 30 days or more, interest will be paid at a rate not less than 1.5% a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

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V. PREMIUMS

1. Payments

Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.

This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled TERMINATION/PORTABILITY.

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If You are not paying under the Payroll Deduction Plan, We will send You premium notices.

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount.

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least \$20. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

3. Grace Period

If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction.

If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.



V. PREMIUMS - (Continued)

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If You die during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this coverage be reinstated while You are alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- (c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of Your insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your coverage. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.

5. Continuation of Insurance

If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

V. PREMIUMS - (Continued)

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If You are living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value unless We receive Your request, prior to the Final Date of Certificate, to continue Your coverage under this Certificate. If We receive such request We will:

- (a) continue Your Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of Your death;
- (c) stop the following deductions as of the Final Date of Certificate:
 - (i) the monthly cost of the Insurance;
 - (ii) any Administration Charge; and
 - (iii) the monthly cost of any riders.

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount and Death Benefit option;
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified;
- (e) any Partial Cash Withdrawals or loans under this Certificate; and
- (f) deductions for additional riders.

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VI. TERMINATION/PORTABILITY

1. When Your Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of Your death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;
- e. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- f. You cease to be in an eligible class;
- g. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- h. the date the Employer ends its participation in This Plan;
- i. the date MetLife ends This Plan pursuant to the following:

We reserve the right to terminate This Plan if the Employer is providing a Competing Plan to eligible employees of This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 180 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see the Portability Option provision below and the section titled Premiums.

If This Plan ends for any reason and there is a Competing Plan, Your Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 1.5% per annum.

2. Portability Option

You are eligible to continue Your Insurance if:

- a. Your employment with the Employer ends; or
- b. You retire, or
- c. You have not elected Paid-Up Benefits.

VI. TERMINATION/PORTABILITY - (Continued)

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

1. You will have to pay Us directly for Your Insurance either on a monthly, quarterly, semi-annual, or annual basis.
2. We will bill You directly according to the payment frequency You choose.
3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
4. Your payments may be changed as a result of a change in premium rates.
5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a - e above under When Your Death Benefit Ends. In addition, Your Insurance under the Portability Option will end on the earliest of the dates specified in items h & i above under When Your Death Benefit Ends unless Your employment ended for reasons other than retirement.

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VII. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons You choose to receive any benefit payable because of Your death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

Your choice of a Beneficiary for a personal policy issued under section titled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when You die, more than one person is Your Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before Your death occurs; or
- (b) that person dies at the same time Your death occurs; or
- (c) that person dies within 24 hours of Your death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at Your Death

If there is no Beneficiary at Your death for any amount of benefits payable because of Your death, that amount will be paid to one or more of the following persons who are related to You:

- (a) Spouse;
- (b) child;
- (c) parent;
- (d) siblings.

However, we may instead pay all of part of that amount to Your estate.

Any payment will discharge Our liability for the amount so paid.

VIII.

**RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE**

1. General Description

If Your Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- * Your Death Benefit ends because:
 - * the Plan ends provided Your Death Benefit under This Plan has been in effect for 5 years; or
 - * This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided Your Death Benefit under This Plan has been in effect for at least 5 years; or
 - * You cease to be in an eligible class, and
You did not accept the Portability Option (see section titled TERMINATION/PORTABILITY).
- * Your Death Benefit is reduced:
 - * because You change from one eligible class to another; or
 - * due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of Your Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

3. Application Period

If You opt to convert Your Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Death Benefit ends or is reduced.

4. Option Conditions

The option to convert is subject to these conditions:

- * Our receipt within the Application Period of:
 - * Your Written application for the new policy; and
 - * the premium due for such new policy;

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**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE - (Continued)**

- * the premium rates for the new policy will be based on:
 - * Our rates then in use;
 - * the form and amount of insurance;
 - * Your class of risk; and
 - * Your attained age when Your Death Benefit ends or is reduced;
- * the new policy may be on any form then customarily offered by Us, excluding term insurance;
- * the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- * the new policy will take effect on the 32nd day after the date Your Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If Your Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- * the Specified Amount of Your Death Benefit that ends under the Plan; less
- * the amount of life insurance for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- * \$10,000.

If Your Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of Your Death Benefit which ends under the Plan.

6. If You Die Within 31 Days After Your Death Benefit Ends

If You die within 31 days after Your Death Benefit ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that You were entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

IX. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate Your Death Benefit and use all or part of Your Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, Your Death Benefit and any benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before You become covered for any Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3.0%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) Your Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$1,000; and
- (3) the amount cannot exceed the amount of Death Benefit for which You were covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of Your Cash Surrender Value that is in excess of the Gross Single Premium used for Your Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for Your Death Benefit must be filed with Us.

2. Cash Value

Your Paid-up Benefit has a cash value while You are alive.

The cash value at any time will equal the Net Single Premium at Your attained age for the amount of Your Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of Your Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit.

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-Up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until Your death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of Your death.

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X. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from Us.

2. Entire Contract

Your Insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- * the Group Policy and its Exhibits, which include the Certificate(s);
- * the Policyholder's application; and
- * the amendments and/or endorsements to the Group Policy.

3. Statements Made By You Which Relate To Insurability

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- * the statement is in a Written application or enrollment form;
- * You have signed the application or enrollment form; and
- * A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during Your life.

In the case of reinstatement of Your Insurance, no such statement made by You during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies.

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms "You/Your" will mean the Applicant Owner for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

An individual or entity may apply for coverage on Your life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.



X. GENERAL PROVISIONS - (Continued)

6. Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment.

Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- * a Written form satisfactory to Us, affirming this assignment, has been completed;
- * the Written form has been Signed by You and the assignee(s);
- * the Insurance being assigned is in force;
- * the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment other than as required by applicable law.

7. Age

If Your Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

8. Computation of Rates

The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

9. Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

X. GENERAL PROVISIONS - (Continued)

10. Annual Reports

Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months, We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value during the past Certificate Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

11. Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

12. Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration and pay the service fee set by Us.

13. Conformity with Law

If the terms and the provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

14. Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

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XI. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

<u>Attained Age</u>	<u>Monthly Rate</u>	<u>Attained Age</u>	<u>Monthly Rate</u>
57	2.650000	79	16.620000
58	2.877000	80	17.888000
59	3.140000	81	19.180000
60	3.467000	82	20.435000
61	3.863000	83	21.714000
62	4.327000	84	23.060000
63	4.823000	85	24.472000
64	5.347000	86	25.908000
65	5.883000	87	27.315000
66	6.423000	88	28.641000
67	6.987000	89	29.838000
68	7.580000	90	30.761000
69	8.230000	91	31.391000
70	8.756000	92	31.867000
71	9.408000	93	32.195000
72	10.157000	94	32.358000
73	10.896000	95	34.515000
74	11.655000	96	36.619000
75	12.453000	97	38.857000
76	13.321000	98	41.244000
77	14.312000	99	43.790000
78	15.428000		

XII. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as Your benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue Your protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.
Our Administrative Office is located at 13045 Tesson Ferry Rd, St. Louis, MO 63128.

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Dependent Life Benefits

This Rider is a part of the Certificate to which it is attached if Dependent Life Benefits is referred to on the Certificate Specifications page.

I. Dependent Life Benefits

1. Coverage

If a Dependent dies while Dependent Life Benefits are in effect for that Dependent, We will pay the amount of Dependent Life Benefits that are in effect for that Dependent on the date of that Dependent's death.

2. Payment Of Benefits

Unless You have designated on Your request form a Beneficiary other than Yourself to receive these benefits, the benefits will be paid to:

- (a) You, if You survive the Dependent; or
- (b) Your estate, if the Dependent dies within 24 hours of Your death.

If You have designated on Your request form a Beneficiary other than Yourself to receive these benefits, the benefits will be paid to the person or persons You have designated.

You must name the Beneficiary on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

If, when the Dependent dies, more than one person is the Dependent's Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

A person's rights as a Beneficiary end if:

- (a) that person dies before the Dependent dies; or
- (b) that person dies within 24 hours of the Dependent's death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

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If there is no Beneficiary at the Dependent's death for any amount of benefits payable because of the Dependent's death, that amount will be paid to one or more of the following persons who are related to the Dependent:

- (a) You;
- (b) child;
- (c) parent;
- (d) siblings.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge Our liability for the amount so paid.

3. Optional Types Of Payment

Payment of any amount of Dependent Life Benefits may be made in installments instead of one sum. Details on the payment options may be obtained from Us.

II. Definitions

1. "Dependent", for the purposes of determining who is eligible to be covered for insurance, means Your unmarried natural child except for:

- (a) a person who is insured under This Plan as an employee of the employer;
- (b) a child who is 26 years of age or older.

Subject to the same conditions which apply to a natural child, child also includes:

- (a) Your child who is legally adopted (including a child from the date of placement with the adopting parents until the legal adoption); and
- (b) Your stepchild (including the child of Your Domestic Partner); and
- (c) A child who resides with and is primarily supported by You and your Spouse/Domestic Partner.

If a Dependent child is covered on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- (a) that child is and remains unable to work in self-sustaining employment because of:
 - (i) physical handicap; or
 - (ii) mental handicap; and
- (b) that child is and remains chiefly dependent upon You for support; and
- (c) that child is and remains a Dependent, as defined, except for the age limit; and
- (d) You give us proof, when We ask for it, that the child is and remains so unable to work and dependent on You since the age limit. Proof will be requested at time of claim. The proof must be satisfactory to Us.

No person may be covered as a Dependent of more than one employee of the employer.

2. "Beneficiary" means the person or persons You name to receive any benefit payable because of the Dependent's death.

III. Eligibility

You are eligible for Dependent Life Benefits on the later of:

- (a) the Effective Date of Certificate; and
- (b) the date You first acquire a Dependent.

Such later date is Your Eligibility Date.

IV. Effective Dates of Dependent Life Benefits

1. Request Forms

You must make a written request for Dependent Life Benefits. The requested forms will be provided by Us. You must be actively at work as an employee of the employer on the date You make such request.

2. If Request Is Made

A timely request is one that is made on or prior to the date 60 days after Your Eligibility Date. If You are not actively at work as an employee of the employer on Your Eligibility Date, a request will be timely if it is made on or prior to the date 60 days after the date You return to active work as an employee of the employer.

If a request is not a timely request, it is a late request.

If You make a late request for Dependent Life Benefits or, if applicable, the amount of the Dependent Life Benefits requested exceeds the non-medical issue amount of Dependent Life Benefits provided by This Plan, evidence of the good health of Your Dependent must be given to Us.

If You make a request for Dependent Life Benefits, Your Dependent Life Benefits will become effective on the latest of:

- (a) the Effective Date of the Certificate; or
- (b) the first of the month following the date of Your request if no evidence of good health is required; or
- (c) the first of the month following the date any required evidence of good health for a Dependent is accepted by Us as satisfactory; or
- (d) In case of annual enrollment, the next plan anniversary or first of the month following the date any required evidence of good health for a Dependent is accepted by Us as satisfactory.

If the evidence of the good health of any person is not accepted by Us as satisfactory:

- (a) such person will be deemed not to be a Dependent for the purpose of Dependent Life Benefits; and
- (b) such person will not be covered for Dependent Life Benefits.



3. Reinstatement of Benefits

If Your Dependent Life Benefits end because You do not make a required payment to its cost, You may make a request to reinstate it. Such a request will be treated as if it were a late request in order to determine the effective date of Your Dependent Life Benefits.

4. New Dependent Children

Dependent Life Benefits with respect to a Dependent child who becomes Your Dependent while You are covered for Dependent Life Benefits will be effective on the date such child becomes your Dependent.

V. Premiums

While Dependent Life Benefits are in force, payments will be required to cover the cost of the Dependent Life Benefits in accordance with the applicable Planned Premiums.

VI. When Dependent Life Benefits End

Dependent Life Benefits will end on the earliest of:

1. the date of Your death;
2. the date of death of that Dependent;
3. the date the Certificate to which this rider is attached ends;
4. the date the Certificate to which this rider is attached becomes Paid-Up;
5. the date a Dependent ceases to be a Dependent as defined;
6. the last day of the period for which a payment was made if a payment is required by Us for the cost of the Dependent Life Benefits;
7. the Monthly Anniversary on or next following the date We receive Your Written request that the Dependent Life Benefits coverage be cancelled.

VII. Right To Obtain A Personal Policy Of Life Insurance On The Life Of A Dependent

1. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to You or a Dependent if applied for in Writing during the Application Period. The Application Period is the 31 day period after the date the Dependent Life Benefits on that Dependent:

* ends because:

- (a) This Plan ends, but only if the Dependent Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
- (b) This Plan is changed to end the Dependent Life Benefits for Your class; but only if the Dependent Life Benefits on that Dependent had been in effect under This Plan for at least five years; or
- (c) the Certificate to which this rider is attached ends; or
- (d) the Death Benefit for the Certificate to which this rider is attached becomes Paid-up; and

You did not accept the Portability Option as described in the Certificate to which this rider is attached.

The Dependent will have the option to convert when the Dependent Life Benefits on that Dependent ends because:

- (e) that Dependent no longer qualifies as a Dependent as defined in the DEFINITIONS; or
- (f) You die.
- * are reduced:
- (g) because You change from one eligible class to another; or
- (h) due to an amendment of This Plan.

Proof that the Dependent is insurable is not required by Us.

2. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

- (a) It will be on one of the forms then usually issued by Us, except Term Insurance; and
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
 - (1) the class of risk to which the Dependent belongs; and
 - (2) the Dependent's age on the effective date of the policy; and
 - (3) the form and amount of the policy; and
- (d) if item 1(a) or 1(b) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - (1) the amount of Dependent Life Benefits on that Dependent on the date the Dependent Life Benefits ends, less any amount of life insurance on the life of that Dependent for which You may be eligible under any group policy which takes effect within 31 days after the Dependent Life Benefits on that Dependent ends; and
 - (2) \$10,000; and
- (e) If item 1(c), 1(d), 1(e), 1(f), 1(g), or 1(h) applies to the Dependent, the amount of the policy will not be more than the amount of Dependent Life Benefits on that Dependent on the date the Dependent Life Benefits ends.

3. If The Dependent Dies During The Application Period

If the Dependent dies during the Application Period, We will pay a death benefit. The payment of the death benefit will be in the same manner as if the Dependent Life Benefits on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the amount that the Dependent was entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

VIII. General Provisions Applicable To Dependent Life Benefits

1. Statements Made By You Which Relate To Insurability

Any statement made by You, on behalf of any of Your Dependents, or Your Dependent will be deemed a representation and not a warranty.

No such statement made by You, on behalf of any of Your Dependents, or Your Dependent which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;



unless the conditions listed in items (1) and (2) below have been met.

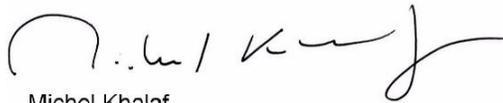
- (1) The statement must be contained in a written application which has been signed by You or Your Dependent.
- (2) A copy of the application has been furnished to You or to the Beneficiary of the Dependent Life Benefits.

No such statement made by You, on behalf of any of Your Dependents, or Your Dependent will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

2. Additional Provisions

The Dependent Life Benefits under This Plan do not at any time provide paid-up insurance, or loan or cash value.

Metropolitan Life Insurance Company



Michel Khalaf
President



Metropolitan Life Insurance Company
New York, New York 10166

Rider: Accelerated Benefits

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

A. "Meets the Requirements" means that as a result of sickness or injury the Covered Person:

- (a) is not expected to recover; and
- (b) in fact, is expected to die in 12 months.

These must be certified by a Physician and accepted by Us.

B. **Physician** means:

- * a person licensed to practice medicine in the jurisdiction where such services are performed; or
- * any other person whose services, according to applicable law, must be treated as Physician's services for purposes of This Plan. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- * You
- * Your Spouse; or
- * any member of Your immediate family including Your and/or Your Spouse's:
 - * parents;
 - * children (natural, step or adopted);
 - * siblings;
 - * grandparents; or
 - * grandchildren.

2. Coverage

We will pay Accelerated Benefits to You if:

- (a) the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b) You or Your legally appointed representative request payment of Accelerated Benefits; and
- (c) the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Death Benefit and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

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3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2016 and the Effective Date of Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by You; or
- (b) the amount of the Covered Person's Specified Amount is less than \$20,000, or
- (c) the Covered Person has elected to receive Paid-Up Benefits.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 80% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date We accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$90,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

If the Covered Person's Specified Amount is scheduled to reduce within 12 months of such certification date, We will, for the purpose of determining the amount of Accelerated Benefits, deem the Specified Amount to have already been reduced on such certification date. If such reduced amount is less than the Minimum Death Benefit no Accelerated Benefits will be payable.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the Covered Person's Specified Amount will be reduced. The Specified Amount actually in effect on the certification date will be reduced in accordance with the provisions of This Plan.

After such scheduled reduction, the Covered Person's Specified Amount will be the Specified Amount actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Death Benefit.

7. Payment of Benefits

Accelerated Benefits will be payable when We receive notice and satisfactory proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if You are living when payment is made. Accelerated Benefits are payable only once.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs We will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

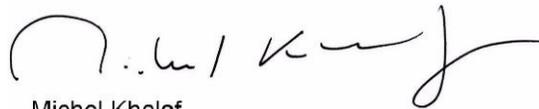
8. Waiver of Monthly Deductions

The Monthly Deductions under the Certificate will be waived when We accept certification that the Covered Person Meets the Requirements.

9. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If Your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

Metropolitan Life Insurance Company,



Michel Khalaf
President

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Waiver of Monthly Deductions During Total Disability

This Rider is a part of the Certificate to which it is attached if it is referred to on the Certificate Specifications page.

1. Coverage

The Monthly Deductions under this Certificate will be waived if:

- (a) You are under age 67; and
- (b) You become Totally Disabled after this Certificate has been in force and You continue to be Totally Disabled for at least six months; and
- (c) You are less than 60 years old when You become Totally Disabled; and
- (d) You continue to be Totally Disabled; and
- (e) the required Proof is submitted to Us.

"Total Disability" or "Totally Disabled" means that because of a sickness or an injury:

- * You are unable to perform the material duties of Your regular job; and
- * You are unable to perform any other job for which You are fit by education, training or experience; or
- * You lose:
 - * sight of both eyes; or
 - * use of both hands or both feet; or
 - * use of one hand and one foot.

2. Proof

In order for the Monthly Deductions to be waived We must receive Proof that items (a), (b), and (c) of Section 1 have been complied with. We must have received this Proof within one year after You become Totally Disabled without interruption before Monthly Deductions can be waived. Monthly Deductions cannot be waived until We receive such Proof. In order for the Monthly Deductions to continue to be waived, further Proof that You continue to be Totally Disabled must be submitted to Us when We ask for it. We will not ask for Proof more often than once a year.

If You die while the Monthly Deductions are being waived We must receive Proof that Your Total Disability continued to the date of Your death. This Proof must be given to Us within one year of Your death.

All Proofs must be given to Us. The Proofs must be in a form that is satisfactory to Us. We have no duty to ask for any Proof. If any Proof is not given on time, the delay will not cause a claim to be denied so long as the Proof is given as soon as reasonably possible.

At any time that Proof of Your Total Disability is given, We may have You examined by physicians of Our choice, at Our expense.

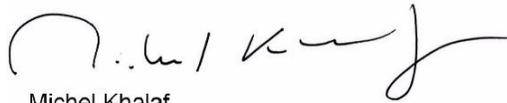


3. Termination

In no event will the Monthly Deductions be waived after the earliest of the following:

- (a) the date You are no longer Totally Disabled; or
- (b) the date You do not give Us Proof of Total Disability when required; or
- (c) the Certificate Anniversary on which Your attained age is 67; or
- (d) the date of Your death.

Metropolitan Life Insurance Company,

A handwritten signature in black ink, appearing to read "Michel Khalaf", written in a cursive style.

Michel Khalaf
President



Metropolitan Life Insurance Company
New York, New York

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION UNION

Effective Date: January 1, 2016

The certificate is changed as follows:

The following statement is added to the Certificate Specifications page:

"If You elect group universal life insurance coverage a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your group universal life insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

"The will preparation service will end the date Your Certificate ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Certificate Specifications page.

This rider is to be attached to and made a part of the Certificate.

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Metropolitan Life Insurance Company
New York, New York

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION UNION

Effective Date: January 1, 2016

The certificate is changed as follows:

The following statement is added to the Certificate Specifications page:

"If You become insured for group universal life insurance coverage and You or Your Spouse die while such group universal life insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your group universal life insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown on the Certificate Specifications page.

This rider is to be attached to and made a part of the Certificate.

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MetLife Auto & Home
Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

**Legal Services Plan
Certificate of Coverage**

Wills and Estate Resolution Services

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887. Administrative services are provided under the policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the administrator.

This certificate certifies that if You are an Eligible Employee, You are insured for the Covered Legal Services described in this certificate, subject to the provisions of this certificate. This certificate is issued under the Group Legal Services Policy and includes the terms and provisions of the Group Legal Services Policy that describe this insurance. Please read this certificate carefully.

Name and Address of Policyholder: MetLife Group Insurance Trust, Providence Rhode Island

Group Policy Effective Date: 1/1/2016 Will Preparation, 1/1/2016 Estate Resolution Services

Contacting Hyatt Legal Plans

Hyatt Legal Plans, Inc. may be contacted by phone or mail as follows:

Phone: 1-800-821-6400
Mail: 1111 Superior Avenue
Cleveland, OH 44114-2507

Definitions

Covered Legal Services means the following services:

- * Estate Resolution Services - Certain probate services to be made available to Your or Your Spouse's estate upon Your or Your Spouse's death, respectively. These services provide representation and payment of legal fees for the executor or administrator of Your or Your Spouse's estate and include all court proceedings needed to transfer probate assets from Your or Your Spouse's estate to Your or Your Spouse's heirs, respectively; the correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings. The service also includes telephone and office consultations with beneficiaries related to probating the covered estate.
- * Will Preparation - A service covering the preparation of wills, codicils, living wills and powers of attorney (when You or Your Spouse are granting the power) for You or Your Spouse. The creation of any testamentary trust is covered. The service does not include tax planning.

Eligible Employee means each person who is an employee of the Employer at the time their group universal life coverage under the group universal life insurance policy began and who remains insured under such policy with Metropolitan Life Insurance Company (MetLife).

Legal Services Plan or Plan means the group policy to provide insurance for Covered Legal Services.

Metropolitan means Metropolitan Property and Casualty Insurance Company.

Plan Attorney means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.



Spouse means Your lawful Spouse or Qualified Domestic Partner or Civil Union Partner.

Qualified Domestic Partner or Civil Union Partner means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit provided by the Policyholder or (b) as required by applicable law.

We, Us and **Our** means Hyatt Legal Plans, Inc.

You and **Your** means an Eligible Employee.

How the Group Legal Services Plan Works

To use the Group Legal Services Plan for Will Preparation, You can call Hyatt. You should be prepared to identify Yourself as a participant in the Will Preparation Service Plan.

To use the Group Legal Services Plan for Estate Resolution Services, the executor or administrator of Your or Your deceased Spouse's estate should call Hyatt and be prepared to identify themselves as the executor or administrator of the deceased's estate.

In either situation when calling Hyatt, the Client Service Representative who answers the call will:

- * make an initial determination of whether and to what extent the matter is covered;
- * give a case number (a new case number will be needed for each new matter);
- * give the telephone number(s) and location of the nearest Plan Attorney(s); and
- * answer questions about the Plan.

A Plan Attorney or a non-Plan Attorney may be used.

If a Plan Attorney is used, the Plan Attorney will provide the Covered Legal Services described above.

If a non-Plan Attorney is used, the plan member, executor or administrator of the estate must notify Hyatt. Hyatt will send a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to Hyatt with the attorney's final bill. Within 60 days of Hyatt's receipt of the completed claim form and final bill, Hyatt will pay the claimant an amount equal to the lesser of the amount the claimant paid for the attorney's services and the amount stated in the Non-Plan Attorney Fee Schedule. The plan member, administrator or executor will be responsible for making payment to the non-Plan Attorney for any expenses or costs and/or fees incurred in excess of the amount paid by Hyatt.

If a claim is denied in whole or in part, Hyatt may be asked to provide a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

Exclusions

Excluded services are those legal services that are not provided under the plan. No services can be provided for the following matters:

- * Matters in which there is a conflict of interest between Your or Your Spouse's estate and the Policyholder;
- * Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the deceased's estate;
- * Any employment-related matter, including Policyholder or statutory benefits;
- * Any dispute with the Policyholder, MetLife and affiliates and Plan Attorneys;
- * Will Contests or litigation outside Probate Court;

- * Appeals;
- * Costs, expenses to a third party or fines; or
- * Frivolous or unethical matters.

Requirements for Coverage

All Eligible Employees are participants in the Plan. Because this is a Non-Contributory Plan, You do not need to contribute to the cost of coverage. You will be a participant in the Plan on the later of the Group Policy Effective Date or the date You become an Eligible Employee.

How Insurance Coverage Ends

Your insurance coverage will end upon the first of the following to occur:

- * the date the Group Legal Services Policy ends, or
- * the last day of the month in which a person ceases to be an Eligible Employee.

Other Important Information

Plan Attorneys may not request or accept additional compensation for providing Covered Legal Services, except for expenses or payments required to be made to third parties. Complaints regarding the conduct of an attorney who provides Covered Legal Services under the Plan may be made to the state bar association. If, at any time, a question or concern arises about the Covered Legal Services received, please call Hyatt Legal Plans, Inc. Hyatt and Metropolitan will work hard to fix the problem.

Nothing contained in this certificate is intended to interfere with freedom of choice in the selection of an attorney or with the attorney-client relationship.

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Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166



03/27/20

SAMPLE UNION EMPLOYEE
100 SAMPLE RD.
SAMPLE CITY RI 10000

Important Information - Please Read

Why we're contacting you

Thank you for choosing Metropolitan Life Insurance Company ("MetLife"). We appreciate the confidence you and your Employer have placed in us. MetLife insures many of the nation's top companies, and is dedicated to helping individuals build financial security.

What we're doing

Enclosed you will find your MetLife certificate, which confirms your life insurance coverage. The effective date of your coverage is January 1, 2016, provided you meet the plan provisions for eligibility on that date, which may include a requirement that you be actively at work for the Employer.

What you need to do

Please secure your certificate as you would other important papers, and refer to it to enhance your overall understanding of the benefits provided.

You have the right to examine the certificate and return it within twenty days after receiving it, as stated under the "Right to Examine Certificate."

What you need to know

We will communicate with you at least annually, when we summarize for you the premium payments, disbursements, earnings and current death benefit amount(s) which relate to your certificate. In addition, you will hear from us at the time of any significant certificate activity.

We're here to help

We appreciate the opportunity to help you provide financial security for your loved ones, and look forward to a long, mutually rewarding relationship. If you have any questions, please call our Customer Relations Department at (800) 756-0124 Monday through Friday, 7:00am to 7:00pm Central Time.

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Metropolitan Life Insurance Company
New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 141281-G; **Employer Group Number:** 0125577

Policyholder: Trustee of the MetLife Group Insurance Trust; **Participating Employer:** OCCIDENTAL PETROLEUM CORPORATION UNION

Effective Date: January 1, 2016

The Certificate is changed as shown below:

The Certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits, We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

This rider is to be attached to and made a part of the Certificate.





Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY,

Michel Khalaf
President

Employer: OCCIDENTAL PETROLEUM CORPORATION UNION
Policyholder: Trustee of the MetLife Group Insurance Trust

Group No.: 0125577
Group Policy No.: 141281-G

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age 100 and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.

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CERTIFICATE SPECIFICATIONS AS OF May 20, 2020

PLANNED PREMIUM	\$5.65 per month
MINIMUM PREMIUM	\$5.73 per month

ADDITIONAL COVERAGES

RIDER

BENEFIT AMOUNT

ACCELERATED BENEFITS

COVERED PERSON

Included

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5 of section titled PREMIUMS.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds depends upon the payment of sufficient contributions.

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, adjust the death benefit, change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from Our Administrative Office.

Cash Surrender Value means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends January 31, 2016, the first Monthly Anniversary is February 1, 2016, and the first Certificate Anniversary is January 1, 2017. If the Effective Date of Certificate is July 1, 2016 and the Plan Anniversary is January 1, 2016, the first Certificate Year ends December 31, 2016. The first Certificate Month ends July 31, 2016, the first Monthly Anniversary is August 1, 2016, and the first Certificate Anniversary is January 1, 2017.

"Change in Family Status" means:

- * a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- * a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- * Your purchase of a home;
- * a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- * a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- * Your dependent ceasing to be a Dependent as defined under This Plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.



I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Covered Person" means the Insured's Spouse named on the Certificate Specifications page.

"Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who:

- * have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- * are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;
 4. sharing a primary residence with the other; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

"Effective Date of Certificate" is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - (Continued)

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means Trustee of the MetLife Group Insurance Trust.

"Proof" means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) the claimant's right to receive payment.

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

"Spouse" means Your lawful Spouse. With respect to this Certificate and its Riders, the term also includes your Domestic Partner. The term does not include any person who:

- * is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- * is insured under This Plan as an employee of the Employer.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("MetLife").

"Written" or "Writing" means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

"You" and "Your" mean the Insured named on the Certificate Specifications page.



II. PAYMENT WHEN THE COVERED PERSON DIES

1. Coverage

If the Covered Person dies before the earlier of the Final Date of Certificate and the date You elect Paid-up Benefits, We will pay:

The Death Benefit in effect on the Covered Person's life at the time of death;

MINUS

Any loan and loan interest;

MINUS

Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of the Covered Person's death and a proper Written claim.

2. Death Benefit

The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

- (a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.
- (b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

<u>Your Age on the Date of Death</u>	<u>Minimum Death Benefit as a Percentage of the Cash Value</u>
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100

The Minimum Death Benefit will decrease uniformly within the age ranges shown. "Your Age on the Date of Death" means the Covered Person's age as of the beginning of the Certificate Year.



II. PAYMENT WHEN THE COVERED PERSON DIES - (Continued)

4. Death Benefit Adjustment

At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$10,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of the Covered Person's insurability satisfactory to Us, except if You are paying under the Payroll Deduction Plan and such change is being requested due to a Change in Family Status, provided:
 - * the increase does not exceed a maximum amount of \$25,000; and
 - * the change is requested within 31 days of the event.
- (d) A request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
 - (1) if evidence of insurability is required, the date We approve the request; or
 - (2) if evidence of insurability is not required, the date of the request.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- * The monthly cost of the Insurance (See Cost of Insurance below).
- * Any Administration Charges.
- * The monthly cost of any benefits provided by riders.

However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the table in section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

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IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME

1. Payment on Final Date of Certificate

If the Covered Person is alive on the Final Date of Certificate, and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate, We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after We receive Your request, in a format acceptable to Us, to surrender Your Certificate at Our Administrative Office. The Cash Surrender Value will be determined as of the date We receive Your request. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$200. We will pay You the Partial Cash Withdrawal upon receipt of Your request at Our Administrative Office. The available Cash Surrender Value will be determined as of the date We receive Your request. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value less twice the amount of the Monthly Deduction just prior to the Partial Cash Withdrawal.

Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.

If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$10,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.

IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME - (Continued)

4. Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be 85% of the Cash Surrender Value.

The smallest amount You can borrow at any one time is \$200.

Loan interest is charged daily at the rate of 8.0% a year, and is due at the end of each Certificate Year. Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

5. Loan Repayment

You may repay all or part of a loan at any time while the Covered Person is alive and this Certificate is in force. You must tell Us when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value.

6. Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest at a rate We set but never less than 3.0%. Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

7. Deferment

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date We receive a request for payment. If We delay for 30 days or more, interest will be paid at a rate not less than 1.5% a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

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V. PREMIUMS

1. Payments

Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.

This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled TERMINATION/PORTABILITY.

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If You are not paying under the Payroll Deduction Plan, We will send You premium notices.

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount.

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least \$50. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

3. Grace Period

If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction.

If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.



V. PREMIUMS - (Continued)

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If the Covered Person dies during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this coverage be reinstated while the Covered Person is alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- (c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of the Covered Person's insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your coverage. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.

5. Continuation of Insurance

If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

V. PREMIUMS - (Continued)

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If the Covered Person is living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value unless We receive Your request, prior to the Final Date of Certificate, to continue the Covered Person's coverage under this Certificate. If We receive such request We will:

- (a) continue the Covered Person's Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of the Covered Person's death;
- (c) stop the following deductions as of the Final Date of Certificate:
 - (i) the monthly cost of the Insurance;
 - (ii) any Administration Charge; and
 - (iii) the monthly cost of any riders.

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount and Death Benefit option;
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified; and
- (e) any Partial Cash Withdrawals or loans under this Certificate.

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VI. TERMINATION/PORTABILITY

1. When the Covered Person's Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of the Covered Person's death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;
- e. the date the Spouse ceases to be a Spouse as defined in the section titled DEFINITIONS OF CERTAIN TERMS USED HEREIN;
- f. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- g. You are no longer in a class which remains eligible for Death Benefits for the Covered Person;
- h. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- i. the date the Employer ends its participation in This Plan;
- j. the date MetLife ends This Plan pursuant to the following:

We reserve the right to terminate This Plan if the Employer is providing a Competing Plan to eligible employees of This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 180 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see the Portability Option provision below and the section titled Premiums.

If This Plan ends for any reason and there is a Competing Plan, the Covered Person's Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 1.5% per annum.

2. Portability Option

You are eligible to continue the Covered Person's Insurance if:

- a. Your employment with the Employer ends; or

- b. You retire, or
- c. You have not elected Paid-Up Benefits.



VI. TERMINATION/PORTABILITY - (Continued)

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

1. You will have to pay Us directly for Your Insurance either on a monthly, quarterly, semi-annual, or annual basis.
2. We will bill You directly according to the payment frequency You choose.
3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
4. Your payments may be changed as a result of a change in premium rates.
5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a - f above under When the Covered Person's Death Benefit Ends. In addition, Your Insurance under the Portability Option will end on the earliest of the dates specified in items i & j above under When the Covered Person's Death Benefit Ends unless Your employment ended for reasons other than retirement.

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VII. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons You choose to receive any benefit payable because of the Covered Person's death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with Us. You do not need the consent of the Beneficiary to make a change. When We receive a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if the Covered Person is not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by Us.

Your choice of a Beneficiary for a personal policy issued under section titled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when the Covered Person dies, more than one person is Your Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before the Covered Person's death occurs; or
- (b) that person dies at the same time the Covered Person's death occurs; or
- (c) that person dies within 24 hours of the Covered Person's death.

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at the Covered Person's Death

If there is no Beneficiary at the Covered Person's death for any amount of benefits payable because of the Covered Person's death, that amount will be paid to one or more of the following persons who are related to the Covered Person:

- (a) You;
- (b) child;

(c) parent;

(d) siblings.

However, we may instead pay all or part of that amount to Your estate.

Any payment will discharge Our liability for the amount so paid.

**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE**

1. General Description

If the Covered Person's Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of the Covered Person's insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- * the Covered Person's Death Benefit ends because:
 - * the Plan ends provided the Covered Person's Death Benefit under This Plan has been in effect for 5 years; or
 - * This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided the Covered Person's Death Benefit under This Plan has been in effect for at least 5 years; or
 - * You are no longer in a class which remains eligible for Death Benefits for the Covered Person, and You did not accept the Portability Option (see section titled TERMINATION/PORTABILITY).
- * the Covered Person's Death Benefit is reduced:
 - * because You change from one eligible class to another; or
 - * due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of the Covered Person's Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of the Covered Person's Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

The Covered Person will have the option to convert when the Covered Person's Death Benefit ends because:

- * the Spouse ceases to be a Spouse as defined in the section titled Definitions Of Certain Terms Used Herein; or
- * You die.

3. Application Period

If You opt to convert the Covered Person's Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date the Covered Person's Death Benefit ends or is reduced.

4. Option Conditions

The option to convert is subject to these conditions:

- * Our receipt within the Application Period of:
 - * Your Written application for the new policy; and
 - * the premium due for such new policy;

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**VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE - (Continued)**

- * the premium rates for the new policy will be based on:
 - * Our rates then in use;
 - * the form and amount of insurance;
 - * the Covered Person's class of risk; and
 - * the Covered Person's attained age when the Covered Person's Death Benefit ends or is reduced;
- * the new policy may be on any form then customarily offered by Us, excluding term insurance;
- * the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- * the new policy will take effect on the 32nd day after the date the Covered Person's Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If the Covered Person's Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- * the Specified Amount of the Covered Person's Death Benefit that ends under the Plan; less
- * the amount of life insurance on the Covered Person for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- * \$10,000.

If the Covered Person's Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of the Covered Person's Death Benefit which ends under the Plan.

6. If the Covered Person Dies Within 31 Days After the Covered Person's Death Benefit Ends

If the Covered Person dies within 31 days after the Covered Person's Death Benefit ends, Proof of the Covered Person's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that the Covered Person was entitled to have issued under the new policy, whether or not the application or any premium for such new policy has been received by Us.

We will not pay insurance under both a new policy applied for during the Application Period and this subsection.

IX. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate the Covered Person's Death Benefit and use all or part of the Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, the Covered Person's Death Benefit and any benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before the Covered Person becomes covered for Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3.0%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) the Covered Person's Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$1,000; and
- (3) the amount cannot exceed the amount of Death Benefit for which the Covered Person was covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of the Covered Person's Cash Surrender Value that is in excess of the Gross Single Premium used for the Covered Person's Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for the Covered Person's Death Benefit must be filed with Us.

2. Cash Value

The Covered Person's Paid-up Benefit has a cash value while the Covered Person is alive.

The cash value at any time will equal the Net Single Premium at the Covered Person's attained age for the amount of the Covered Person's Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of the Covered Person's Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit.

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-Up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until the Covered Person's death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of the Covered Person's death.

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X. TERMINATION OF MARRIAGE OR YOUR DEATH

If Your marriage to the Covered Person ends while the Covered Person is still covered for an amount of Insurance, We will pay You the Cash Surrender Value. Coverage under this Certificate will end. If You die while the Covered Person is still covered for an amount of Insurance, We will pay Your estate the Cash Surrender Value. Coverage under this Certificate will end. In the event of termination of marriage or Your death, the Covered Person may make Written request to remain insured under this Plan. If such request is made We will issue a Certificate to the Covered Person setting forth the applicable benefits.

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XI. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from Us.

2. Entire Contract

Your Insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- * the Group Policy and its Exhibits, which include the Certificate(s);
- * the Policyholder's application; and
- * the amendments and/or endorsements to the Group Policy.

3. Statements Made By You and/or the Covered Person Which Relate To Insurability

Any statement made by You and/or the Covered Person will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- * the statement is in a Written application or enrollment form;
- * You (and the Covered Person, if required) have signed the application or enrollment form; and
- * A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your and/or the Covered Person's statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during the Covered Person's life. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during the Covered Person's life.

In the case of reinstatement of Your Insurance, no such statement made by You and/or the Covered Person during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies.

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms "You/Your" will mean the Applicant Owner for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

An individual or entity may apply for coverage on the Covered Person's life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.



XI. GENERAL PROVISIONS - (Continued)

6. Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment.

Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- * a Written form satisfactory to Us, affirming this assignment, has been completed;
- * the Written form has been Signed by You and the assignee(s);
- * the Insurance being assigned is in force;
- * the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment other than as required by applicable law.

7. Age

If the Covered Person's Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

8. Computation of Rates

The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.

9. Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

XI. GENERAL PROVISIONS - (Continued)

10. Annual Reports

Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months, We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value during the past Certificate Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

11. Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

12. Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration and pay the service fee set by Us.

13. Conformity with Law

If the terms and the provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

14. Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

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XII. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

<u>Attained Age</u>	<u>Monthly Rate</u>	<u>Attained Age</u>	<u>Monthly Rate</u>
37	0.463000	69	8.230000
38	0.497000	70	8.756000
39	0.530000	71	9.408000
40	0.573000	72	10.157000
41	0.623000	73	10.896000
42	0.683000	74	11.655000
43	0.757000	75	12.453000
44	0.840000	76	13.321000
45	0.923000	77	14.312000
46	1.010000	78	15.428000
47	1.083000	79	16.620000
48	1.140000	80	17.888000
49	1.213000	81	19.180000
50	1.303000	82	20.435000
51	1.420000	83	21.714000
52	1.567000	84	23.060000
53	1.737000	85	24.472000
54	1.943000	86	25.908000
55	2.173000	87	27.315000
56	2.420000	88	28.641000
57	2.650000	89	29.838000
58	2.877000	90	30.761000
59	3.140000	91	31.391000
60	3.467000	92	31.867000
61	3.863000	93	32.195000
62	4.327000	94	32.358000
63	4.823000	95	34.515000
64	5.347000	96	36.619000
65	5.883000	97	38.857000
66	6.423000	98	41.244000
67	6.987000	99	43.790000
68	7.580000		

XIII. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as the Covered Person's benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue the Covered Person's protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.
Our Administrative Office is located at 13045 Tesson Ferry Rd, St. Louis, MO 63128.

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Metropolitan Life Insurance Company
New York, New York 10166

Rider: Accelerated Benefits

This Rider is a part of the Certificate to which it is attached if Accelerated Benefits are referred to on the Certificate Specifications page. The Accelerated Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accelerated Benefits shall be administered as part of the Certificate to which this Rider is attached.

1. Definitions

A. "Meets the Requirements" means that as a result of sickness or injury the Covered Person:

- (a) is not expected to recover; and
- (b) in fact, is expected to die in 12 months.

These must be certified by a Physician and accepted by Us.

B. **Physician** means:

- * a person licensed to practice medicine in the jurisdiction where such services are performed; or
- * any other person whose services, according to applicable law, must be treated as Physician's services for purposes of This Plan. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- * You
- * Your Spouse; or
- * any member of Your immediate family including Your and/or Your Spouse's:
 - * parents;
 - * children (natural, step or adopted);
 - * siblings;
 - * grandparents; or
 - * grandchildren.

2. Coverage

We will pay Accelerated Benefits to You if:

- (a) the Covered Person Meets the Requirements while the Covered Person is covered for Accelerated Benefits; and
- (b) You or Your legally appointed representative request payment of Accelerated Benefits; and
- (c) the Covered Person is covered for Insurance under This Plan.

Payment of Accelerated Benefits will reduce the Covered Person's Death Benefit and the amount available for the Covered Person to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE.

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3. Eligibility

The Eligibility Date for Accelerated Benefits is the later of January 1, 2016 and the Effective Date of Certificate.

4. Effective Date of Accelerated Benefits

Accelerated Benefits will become effective on the later of the Covered Person's Eligibility Date for Accelerated Benefits and the date the Covered Person becomes covered for Insurance under This Plan.

5. Exclusions

Accelerated Benefits will not be payable if:

- (a) the Covered Person's Death Benefit has been assigned by You; or
- (b) the amount of the Covered Person's Specified Amount is less than \$20,000, or
- (c) the Covered Person has elected to receive Paid-Up Benefits.

6. Amount

The amount of Accelerated Benefits payable is:

- (a) up to 80% of the Specified Amount shown on the Certificate Specifications page; and
- (b) determined as of the date We accept certification that the Covered Person Meets the Requirements; and
- (c) no more than \$90,000; and
- (d) reduced by any loan and loan interest outstanding under the Certificate to which this Rider is attached. In this event, the loan would be repaid to the extent of such reduction.

If the Covered Person's Specified Amount is scheduled to reduce within 12 months of such certification date, We will, for the purpose of determining the amount of Accelerated Benefits, deem the Specified Amount to have already been reduced on such certification date. If such reduced amount is less than the Minimum Death Benefit no Accelerated Benefits will be payable.

The Covered Person's Specified Amount after payment of the Accelerated Benefit will be:

- (a) the Specified Amount actually in effect on the certification date; less
- (b) the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the Covered Person's Specified Amount will be reduced. The Specified Amount actually in effect on the certification date will be reduced in accordance with the provisions of This Plan.

After such scheduled reduction, the Covered Person's Specified Amount will be the Specified Amount actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Payment of the Accelerated Benefits will reduce the Covered Person's Death Benefit.

7. Payment of Benefits

Accelerated Benefits will be payable when We receive notice and satisfactory proof that the Covered Person Meets the Requirements. Accelerated Benefits will be payable if You are living when payment is made. Accelerated Benefits are payable only once.

Payment of Accelerated Benefits may reduce the Covered Person's Death Benefit to an amount less than the Minimum Death Benefit described in the Certificate to which this Rider is attached. If this occurs We will automatically pay out a Partial Cash Withdrawal on a pro-rata basis to reduce the Cash Value. This procedure will be used so that the Certificate continues to qualify as life insurance under the Internal Revenue Code or successor law.

8. When Accelerated Benefits End

- (a) These benefits will end if the Certificate to which this Rider is attached ends.
- (b) These benefits will end on the day before the Covered Person becomes covered for Paid-Up Benefits.
- (c) If This Plan ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.
- (d) If Your employment with the Employer ends these benefits will end unless the Certificate to which this Rider is attached continues to be in force.

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Metropolitan Life Insurance Company,

Michel Khalaf
President



The full Summary Plan Description includes this Benefit Program SPD and the wrap-around summary plan description ("Wrap SPD). The Wrap-SPD may be accessed [here](#). Alternatively, to request a hardcopy or an electronic copy please contact the OxyLink Employee Service Center (OxyLink) by [email](#) or call 1-800-699-6903 (inside US) and 1-918-610-1990 (outside US).