



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

Certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

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

Metropolitan Life Insurance Company,

Steven A. Kandarian
Chairman, President and Chief Executive Officer

Policyholder: **Trustee of the MetLife Group Insurance Trust**

Group Policy Number: **32900-G**

Employer: **GrafTech International Ltd.**

Group No.: **90802**

Participating Group Universal Life Insurance

This Certificate includes flexible contributions, adjustable benefits, group life insurance until age 95 and a paid-up benefit option at any time.

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ADDITIONAL COVERAGES

Rider: Dependent Term Insurance

Rider: Accidental Death Benefits

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I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

1. "We", "us" and "our" mean Metropolitan.
2. "You" and "your" mean the Insured named on the Certificate Specifications page.
3. "This Plan" means the Group Universal Life Insurance Plan for the employees of the Employer provided under the Group Policy issued by us to the Policyholder.
4. "Accumulation Fund"

The value of your Accumulation Fund is as follows:

The Net Contributions received on your behalf by us to the current date;

MINUS

The Monthly Deductions to the current date;

PLUS

Interest credited to the current date.

If you make a Partial Cash Withdrawal (see page 9), the Accumulation Fund defined above will be reduced by the amount of such withdrawal.

The factors used in computing the Accumulation Fund are shown on page 8.
5. "Covered Person" means the Insured's Spouse named on the Certificate Specifications page.
6. "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.
7. "Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.
8. "Net Contributions" means a percentage of all contributions received on the Covered Person's behalf (the balance is an expense charge). We will set the percentage from time to time.
9. "Net Single Premium" means the Gross Single Premium less any other charges for expenses.
10. "Payroll Deduction Plan" means the procedure for making contribution payments with deductions from your salary.
11. "Plan Anniversary Date" means January 1.
12. "Plan Year" means the year beginning January 1 and ending the following December 31.
13. "Policyholder" means Trustee of the MetLife Group Insurance Trust.
14. "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 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.
15. "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.
16. "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.
17. "Successor Plan" means a life insurance plan for the employees or any class or classes of employees of the Employer which replaces This Plan, other than a non-group individual Whole Life Plan.

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - *Continued*

- 18.** "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.

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;

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 composed of two parts - Insurance and an Accumulation Fund. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the value of the Accumulation Fund. The value of the Accumulation Fund is added to the amount of Insurance to determine the amount of Death Benefit. However, there is a Minimum Death Benefit which, if it applies to the Covered Person, increases the amount of Insurance. To determine the amount of the increase, subtract the amount of the Death Benefit which would otherwise apply to the Covered Person from the Minimum Death Benefit.

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below.

Age of the Covered Person on Date of Death	Minimum Death Benefit as a Percentage of the Accumulation Fund
40 or younger	250%
41 - 45	250 - 215
46 - 50	215 - 185
51 - 55	185 - 150
56 - 60	150 - 130
61 - 65	130 - 120
66 - 70	120 - 115
71 - 75	115 - 105
76 - 90	105
91 - 95	105 - 100

The Minimum Death Benefit will decrease uniformly within the ranges shown.

4. Death Benefit Adjustment

At any time after the first Certificate year, while this Certificate is in force, you may change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan, subject to the following:

- (a) The Specified Amount may not be reduced to less than \$20,000.
- (b) A request for a change to decrease the Specified Amount will take effect on the first of the month which coincides with or next follows the date of the request.
- (c) For any change which would increase the Specified Amount, you must provide evidence of the Covered Person's insurability satisfactory to us. A request for such an increase will take effect on the first day of the following month provided we approve the request prior to the fifteenth of the month in which we receive the request; otherwise, if we approve the request on or after the fifteenth of the month, the first day of the second following month.
- (d) The requested change may not result in a Specified Amount that exceeds the Maximum Specified Amount stated on the Certificate Specifications page.
- (e) We will issue a new Certificate Specifications page.

III. COMPUTATION OF ACCUMULATION FUND

1. 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).
- The monthly administration fee, if any, we set from time to time.
- The monthly cost of any benefits provided by any Riders.

2. Interest Rate

The Guaranteed Interest Rate used to determine the Accumulation Fund is 0.32737% a month, compounded monthly. This is equivalent to a rate of 4% a year, compounded annually.

Interest will be credited to the Accumulation Fund on the last day of each month as follows:

- In the manner and at the rate we set from time to time. The rate we set will never be less than the Guaranteed Interest Rate.
- If there is a loan against the Certificate, interest on that portion of the Accumulation Fund that equals the loan will be at a rate we set from time to time. The rate, with respect to the amount of the loan, will never be less than the Guaranteed Interest Rate.

3. 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 the amount of the Covered Person's Insurance. 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 on page 20.

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 is still covered for an amount of Insurance, we will pay you the Accumulation Fund minus any loan and loan interest (see below). Coverage under this Certificate will then end.

2. Cash Value

The Covered Person's Death Benefit may have a Cash Value while the Covered Person is still alive.

The Cash Value at any time will equal:

- The Accumulation Fund;
MINUS
- Any loan and loan interest.

3. Full Cash Withdrawal

We will pay you all of the Cash Value after we receive your request for a Full Cash Withdrawal at our Administrative Office. The Cash Value will be determined as of the date we receive your request. If you request and are paid the full Cash Value, we will reduce the Accumulation Fund to zero.

4. Partial Cash Withdrawal

At any time, you may request a Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$250.

We will pay you the Partial Cash Withdrawal upon receipt of your request at our Administrative Office. The available Cash Value will be determined as of the date we receive your request. When a Partial Cash Withdrawal is made, the Accumulation Fund will be reduced by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the current Accumulation Fund less any loan and loan interest.

If your Partial Cash Withdrawal is more than the Maximum Partial Cash Withdrawal specified above, we will treat it as a request for a Full Cash Withdrawal.

5. Loan

At any time, you may also get cash from us by taking a loan. You can only take one loan per Plan Year, but only one loan can be in effect at a time.

The most you can borrow at any time is the current Cash Value less twice the amount of the Monthly Deduction just prior to the loan and less interest to the next Plan Anniversary Date at the current loan interest rate. The loan must be for at least \$250.

Loan interest is charged at the rate we set from time to time. This rate will never be more than the maximum permitted by law and will not change more often than once a year on the Plan Anniversary Date.

The rate of interest we set for a Plan Year may not exceed a maximum limit which is the higher of:

- (a) The Published Monthly Average for the calendar month ending 2 months before the Plan Anniversary Date at the beginning of the Plan Year; or
- (b) the rate we use to compute the Guaranteed Interest Rate of this Certificate for the Plan Year, plus 1%.

The Published Monthly Average means:

- (a) Moody's Corporate Bond Yield Average – Monthly Average Corporates, as published by Moody's Investors Service, Inc. or any successor to that service; or
- (b) if that average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state in which the Group Policy is delivered.

If the maximum limit for a Plan Year is at least $\frac{1}{2}\%$ higher than the rate set for the previous Plan Year, we may increase the rate to no more than that limit. If the maximum limit for a Plan Year is at least $\frac{1}{2}\%$ lower than the rate set for the previous Plan Year, we will reduce the rate to at least that limit.

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

When a loan is made, you will be informed of the initial rate applicable to that loan. This initial rate of interest will be determined by using the Published Monthly Average for the calendar month ending 2 months before the date of the loan; however, it will never be greater than the maximum rate described above.

A loan will affect the interest rate we credit to the Accumulation Fund (see Interest Rate on page 8).

6. Loan Repayment

You may repay all or part of a loan (but not less than \$100) at any time while the Covered Person is alive and this Certificate is in force. If any payment you make to us is intended as a loan repayment, rather than a contribution payment, you must tell us this when you make the payment. A loan repayment may not be made through the Payroll Deduction Plan.

Failure to repay a loan or to pay loan interest will not terminate this Certificate unless the Accumulation Fund, minus the loan and loan interest, is not sufficient to pay the Monthly Deduction due on a Monthly Anniversary. In that case, the Grace Period provision will apply (see page 11).

7. Termination of This Plan

We have the right to discontinue This Plan if there is a Successor Plan while the Payroll Deduction Plan is still in effect. We must give the Employer notice, in Writing, that This Plan is to be discontinued. The notice must be given at least thirty-one days prior to the date that This Plan is to be discontinued.

For the purposes of this provision, if This Plan is changed such that a class or classes of employees insured hereunder are no longer considered an eligible class or classes, such discontinuance will be construed as if This Plan had ended for such class or classes even though This Plan continues in effect. The status of the termination of a class or classes of employees, for the purposes of this provision, will be defined under procedures which are agreed upon by us and the Employer.

If This Plan ends and there is a Successor Plan, the Covered Person's Death Benefit will end if you are making Planned Contributions through the Payroll Deduction Plan.

For the purposes of This Plan, if you are retired from the employer you will be considered to be on the Payroll Deduction Plan.

If This Plan ends and there is a Successor Plan, we will pay to the succeeding carrier, over a period of the next three years, the Cash Value divided into equal monthly installments. If the payout is delayed in excess of thirty days, we will credit interest on any unpaid balance at a rate not less than 3.5% per annum.

If This Plan ends and there is a Successor Plan, you may continue the Covered Person's Death Benefit if you already pay Planned Contributions directly to us.

If This Plan ends and there is no Successor Plan, the Covered Person's Death Benefit will continue if you pay Planned Contributions based on the Covered Person's new classification, directly to us.

The Cash Value will be determined as of the date the Covered Person's Death Benefit ends. The Covered Person may be entitled to convert to a Personal Policy of Life Insurance on the Covered Person's Life (see page 14).

8. Deferment

We may delay paying a Cash Withdrawal for up to 6 months from the date we receive your request for payment. If we delay for 30 days or more, interest will be paid from the date we receive the request at a rate not less than the Guaranteed Interest Rate (see page 8).

We also may delay making a loan for up to 6 months from the date we receive your request for the loan.

V. CONTRIBUTIONS

1. Contribution Payments

Planned Contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under This Plan, Planned 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 the Employer.

This Payroll Deduction Plan procedure will end if:

- (1) your employment ends; or
- (2) the Employer sends us a Written request to end this procedure for the Covered Person; or
- (3) This Plan ends or is changed so as to end the benefits for the class or classes of employees of which you are a member.

If this procedure ends, pursuant to items (1) or (2) above, while the Covered Person's Insurance is in force, further Planned Contributions will be payable directly to us based on the Covered Person's new classification and according to the mode of contribution payments that has been selected.

If this procedure ends pursuant to item (3) above, while the Covered Person's Insurance is in force, the Covered Person's Death Benefit will end because This Plan has ended (see Section VII., page 14).

You may change the amount of your Planned Contributions from time to time.

Other contributions 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 and if you request in Writing, we will send contribution notices. If the Accumulation Fund is large enough to keep the Covered Person's Insurance in force you may skip Planned Contribution payments or change their frequency and amount.

2. Limits

The first contribution may not be less than the Planned Contribution shown on the Certificate Specifications page.

Each contribution payment other than a Planned Contribution must be at least \$100. We may change this minimum contribution limit. No change will take effect until 90 days after notice is sent.

We reserve the right not to accept a contribution payment other than a Planned Contribution for up to 6 months from the date a Partial Cash Withdrawal is paid to you.

The total contributions paid in a Certificate year may not exceed the maximum we set for that year. When we set the maximum for total contributions paid in a Certificate year, we will take account of requirements in federal legislation. We will return to you any contribution paid in a Certificate year which exceeds the maximum.

3. Grace Period

If you are paying under the Payroll Deduction Plan and if the sum of the Cash Value on any Monthly Anniversary plus the Planned Contributions deducted from your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 60 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.

If you are not paying under the Payroll Deduction Plan and if the Cash Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 60 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. If we do not receive a sufficient amount by the end of the Grace Period, this 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.

V. CONTRIBUTIONS - *Continued*

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 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 through the end of the Grace Period; and
- (g) you pay an amount which is sufficient to keep the Certificate in force for at least 2 months after the date of 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 Contributions are not paid periodically as planned, the Insurance will remain in force as long as the Cash Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

On any Monthly Anniversary where the Cash 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 Value, if any.

The Planned Contribution which was selected and which is shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate even if the Planned Contribution is paid as scheduled. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of contribution payments;
- (b) changes in the Specified Amount;
- (c) changes in interest credits and Cost of Insurance;
- (d) deductions for any additional Riders; and
- (e) any Partial Cash Withdrawals or loans under this Certificate.

6. Termination of Payroll Deduction Plan

If the Payroll Deduction Plan ends, This Plan will end (see Section IV, item 7, page 10).

VI. 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 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 the 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 you or your estate. However, we may instead pay all or part of that amount to one or more of the following persons who are related to the Covered Person and who survive the Covered Person:

- (a) child(ren);
- (b) parents;
- (c) brother and sister.

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

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

1. Application

If there is a Successor Plan we will issue a personal policy of life insurance on the Covered Person's life without disability or accidental death benefits to you if you apply for it in Writing during the Application Period. The Application Period is the 31 day period after the date the Covered Person's Death Benefit ends because This Plan ends if there is a Successor Plan; or because you are no longer included in a class or classes of employees which remains eligible for This Plan; but only if the Covered Person's Death Benefit under This Plan has been in effect for at least 5 years.

Proof that the Covered Person is insurable is not required by us.

2. Conditions

The personal policy will be issued to you subject to these conditions:

- (a) It will be on one of the forms then usually issued by us; 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 Covered Person belongs; and
 - (2) the Covered Person's age on the effective date of the policy; and
 - (3) the form and amount of the policy; and
- (d) The amount of the policy will not be more than the lesser of:
 - (1) the amount of the Covered Person's Insurance on the date the Death Benefit ends, less any amount of life insurance for which the Covered Person may be eligible under any group policy which takes effect within 31 days after the Covered Person's Death Benefit ends; and
 - (2) \$10,000.

3. If the Covered Person Dies During the Application Period

If the Covered Person dies during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item 2 (d) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

VIII. IF THE COVERED PERSON IS AGE 70

The Specified Amount will reduce to five times the amount of the Accumulation Fund on the date the Covered Person becomes age 70, provided that in no event will the Specified Amount:

- (1) exceed the current Specified Amount; or
- (2) reduce to less than \$10,000.

Any reduction in the Specified Amount will automatically reduce the Death Benefit by the same amount, subject to the Minimum Death Benefit (see page 7).

We reserve the right to delay and/or waive any adjustment.

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 Covered Person's Available Accumulation Fund as a Gross Single Premium for a Paid-up Benefit under this Certificate. In such case, benefits provided under any applicable Certificate Rider 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.

Available Accumulation Fund is:

- The Accumulation Fund;
MINUS
- Any loan and loan interest.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 1960 Commissioners Standard Group Mortality Table. These rates are applied on an age nearest birthday basis. The interest rate is guaranteed to be no lower than an annual rate of 4%.

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

- (1) the Covered Person's Available Accumulation Fund must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount of coverage must be at least \$10,000; and
- (3) the amount of coverage 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 Available Accumulation Fund which 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.

If you have elected a Paid-up Benefit and made a Written request for a statement of the value of the Accumulation Fund, we will furnish you with such a statement within 20 business days from the date we received your Written request.

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 a Full Cash Withdrawal of the full Cash Value of the Death Benefit (see page 9).

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.

X. TERMINATION OF MARRIAGE OR YOUR DEATH

If your marriage to the Spouse ends or if the Domestic Partnership is dissolved while the Covered Person is still covered for an amount of Insurance, we will pay you the Accumulation Fund minus any loan and loan interest. 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 Accumulation Fund minus any loan or loan interest. Coverage under this Certificate will end.

In the event of termination of marriage, the dissolution of the Domestic Partnership or your death, the Covered Person may make Written request to remain insured under This Plan. If such a request is made, we will issue a Certificate to the Covered Person setting forth the applicable benefits.

XI. GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. (For Residents of Minnesota, add: For payments of \$15,000 or more, other modes of payment will be available upon request. Other modes of payment may be available upon request for amounts below \$15,000). Details on the payment options may be obtained from us.

2. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you 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 statement was contained in a Written application which has been Signed by you.

No such statement made by you 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 (For Residents of Minnesota, add:).

3. 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.

4. Assignment

The Covered Person's Death Benefit or Paid-up Benefit under This Plan may be assigned as a gift or as collateral. The Covered Person's Death Benefit or Paid-up Benefit under This Plan is also assignable by means of a viatical assignment. However, no assignment will be binding on us unless the following conditions are met:

- (a) The assignment is in a form which is acceptable to us.
- (b) The assignment is accepted, in Writing, by us.
- (c) The assignment is filed at our office.

We assume no obligation as to the validity or the sufficiency of any assignment.

5. Suicide

The Death Benefit or Paid-up Benefit will not be paid if the Covered Person commits suicide while sane or insane, within 2 years from the Effective Date of Certificate. Instead we will pay the Beneficiary an amount equal to all contributions paid, without interest, less any loan and loan interest and less any Cash Withdrawals. If the Covered Person commits suicide while sane or insane, more than 2 years after the Effective Date of Certificate but within 2 years from the effective date of any increase in the Death Benefit, our liability with respect to such increase will be limited to its cost.

6. Age

If the Covered Person's age on the Effective Date of Certificate 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 contributions paid would have provided at the correct age.

XI. GENERAL PROVISIONS - *Continued*

7. Computation of Rates

The maximum insurance rates shown on page 20 are based on the 1960 Commissioners Standard Group Mortality Table.

8. Dividends

Each year we will determine the dividend, if any, to which the Group Policy may be entitled. Such determination will be within the sole discretion of our Board of Directors.

Any dividend under the Group Policy will be allotted to the Group Policy and to the Certificate in the same ratio that the premium paid by the Policyholder bears to the contribution paid by you for coverage under the Certificate. Any dividend allotted to the Group Policy will be used, if the Policyholder elects, to pay any premium under the Group Policy.

Any dividend allotted to the Certificate may, at your option:

- (a) be paid to you in cash;
- (b) be applied to the payment of any contribution for the Certificate; or
- (c) be added to the Accumulation Fund.

However, in view of the manner in which we have determined premium rates, we do not anticipate that the Group Policy will be entitled to any dividend.

9. Changes in Policy Cost Factors

Policy cost factors are interest rates, Cost of Insurance rates, expense charges and administrative charges. Changes in policy 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 policy 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. Policy cost factors for in-force Certificates will be reviewed at least once every five years to determine whether an adjustment in policy cost factors should be made.

10. Right to Change this Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to continue to qualify this coverage as life insurance under the Internal Revenue Code or successor law. Any such change will apply to all Certificates under This Plan. We will give the Insured Written notice of such change.

11. Annual Reports

Each year, if there has been an amount in the Accumulation Fund at the end of any of the preceding 12 plan months, we will send you a report showing the current Death Benefit, Accumulation Fund and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Accumulation Fund during the past Plan 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).

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.

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

<u>Age</u>	<u>Monthly Rate</u>	<u>Age</u>	<u>Monthly Rate</u>
15	0.143	55	1.249
16	0.151	56	1.364
17	0.158	57	1.487
18	0.166	58	1.618
19	0.169	59	1.756
20	0.174	60	1.905
21	0.179	61	2.066
22	0.182	62	2.244
23	0.184	63	2.437
24	0.187	64	2.647
25	0.189	65	2.878
26	0.190	66	3.137
27	0.192	67	3.424
28	0.194	68	3.744
29	0.197	69	4.093
30	0.200	70	4.469
31	0.204	71	4.866
32	0.209	72	5.282
33	0.217	73	5.711
34	0.226	74	6.166
35	0.238	75	6.659
36	0.252	76	7.207
37	0.268	77	7.827
38	0.288	78	8.532
39	0.311	79	9.317
40	0.336	80	10.174
41	0.365	81	11.096
42	0.397	82	12.073
43	0.433	83	13.100
44	0.471	84	14.181
45	0.514	85	15.328
46	0.560	86	16.548
47	0.611	87	17.852
48	0.667	88	19.262
49	0.730	89	20.815
50	0.797	90	22.562
51	0.871	91	24.567
52	0.952	92	26.917
53	1.043	93	29.721
54	1.141	94	33.122

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.

Certificate years and months are measured from the Effective Date of Certificate. For example, if the Effective Date of Certificate is January 1, 2012, the first Certificate month ends January 31, 2012, and the first Certificate year ends December 31, 2012. Similarly, the first Monthly Anniversary is February 1, 2012, and the first Certificate anniversary is January 1, 2013.

As soon as the Covered Person's benefits end, you should consult Metropolitan 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 177 South Commons Drive, Aurora, Illinois 60504.



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

RIDER: DEPENDENT TERM INSURANCE

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

I. Dependent Term Insurance

1. Coverage

If a Dependent dies while Dependent Term Insurance is in effect for that Dependent, we will pay the amount of Dependent Term Insurance that is 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 at the same time your death occurs; or
- (c) 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 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.

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 at the same time the Dependent dies; or
- (c) 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.

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 the Dependent's estate. However, we may instead pay all or part of that amount to one or more of the following persons who are related to that Dependent and who survive that Dependent:

- (a) you;
- (b) parent;
- (c) child;
- (d) brother and sister.

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

3. Optional Types of Payment

Payment of any amount of Dependent Term Insurance may be made in installments instead of one sum. Details on the payment options may be obtained from us.

II. Definitions

1. "Dependent" means your unmarried, natural child except for:

- (a) a 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;
- (b) a person who is eligible under This Plan as an Employee of the Employer; or
- (c) a child who is 13 days of age and under; or
- (d) a child who:
 - (i) is 19 years of age or older and who is employed on a full-time basis.; or
 - (ii) is 19 years of age or older and who is not a full-time student at an approved school; or
- (e) a child who is 23 years of age or older.

If a Dependent child is insured 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 that child is and remains unable to work in self-sustaining employment because of a physical or mental handicap; and

- (a) that child is and remains chiefly dependent upon you for support; and
- (b) that child is and remains a Dependent, as defined, except for the age limit; and
- (c) you give us Proof, when we ask for it or as soon as reasonably possible, that the child is and remains so unable to work and dependent on you since the age limit. We will not ask for Proof more than once a year. The Proof must be satisfactory to us.

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

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

No person may be covered as a Dependent of more than one Employee of the Employer or by the Employee and spouse if both are covered under This Plan.

2. "Limiting Age" means the applicable age limit specified in the definition of Dependent.

3. "Normal Activities" means that a person:
 - (a) is not confined in a hospital; or
 - (b) is not confined at home under the care of a physician for a sickness or injury; or
 - (c) is not receiving or entitled to receive any disability income from any source due to sickness or injury.
4. "Hospitalized" means that a person has received:
 - (a) inpatient hospital care; or
 - (b) care in
 - (i) a hospice; or
 - (ii) an intermediate care facility; or
 - (iii) a long term care facility; or
 - (c) chemotherapy; or
 - (d) radiation therapy; or
 - (e) dialysis treatment.
5. "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 Term Insurance on the later of:

- (a) the Effective Date of Certificate; and
- (b) the first day of the month after you first acquire a Dependent.

Such later date is your Eligibility Date.

IV. Effective Dates of Dependent Term Insurance

1. Request Forms

You must make a Written request for Dependent Term Insurance. 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 Timely Request is Made

A timely request is one that is made on or prior to the date 90 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 90 days after the date you return to active work as an Employee of the Employer.

If you make a timely request for Dependent Term Insurance, your Dependent Term Insurance will become effective on the latest of:

- (a) your Eligibility Date; and
- (b) the Effective Date of Certificate; and
- (c) the first day of the month after the date of your request;

except that if, on the date you become covered under This Plan for Dependent Term Insurance, a Dependent:

- (1) has been Hospitalized in the last 90 days prior to the date you make a request for Dependent Term Insurance; or

(2) is then Hospitalized; or

(3) is then not able to perform Normal Activities;

then evidence of the good health of each such Dependent must be given to us.

3. If Late Request is Made

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

If you make a late request for Dependent Term Insurance, evidence of the good health of each of your Dependents must be given to us.

4. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Dependent Term Insurance will become effective for each Dependent for whom evidence of good health must be given to us on the later of:

(a) the date the evidence of the good health of such Dependent is accepted by us as satisfactory; and

(b) the Effective Date of Certificate.

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 Term Insurance; and

(b) such person will not be covered for Dependent Term Insurance.

5. Reinstatement of Benefits

If your Dependent Term Insurance ends because you do not make a required contribution 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 Term Insurance.

6. New Dependents

Dependent Term Insurance with respect to a person who becomes your Dependent while you are covered for Dependent Term Insurance will be effective on the date such person becomes your Dependent.

V. Contributions

While Dependent Term Insurance is in force, contributions will be required to pay the cost of such insurance in accordance with the applicable Planned Contribution. However, such insurance payments will NOT be taken into account when we determine the Net Contribution.

VI. Provisions Applicable to a Dependent Child Upon Attainment of the Limiting Age

The Dependent Term Insurance, on account of a Dependent child who ceases to be a Dependent because of attainment of the Limiting Age, will end on the date the Dependent child ceases to be your Dependent. However, that Dependent child may, prior to the date the child attains the Limiting Age, make Written request to us to remain insured under This Plan.

The insurance the Dependent child may request is Insurance and an Accumulation Fund. The amount of Insurance may be equal to, or not more than five times greater than, the

amount of Dependent Term Insurance in effect on that child on the day immediately preceding the date the child attained the Limiting Age.

We will issue a Certificate to the Dependent child setting forth the applicable benefits.

The provisions entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT will not be applicable to a Dependent child who requests to remain insured under This Plan (See Part VIII hereof).

VII. When Dependent Term Insurance Ends

Dependent Term Insurance will end on the earliest of:

1. the date This Plan ends;
2. the date of your death (if you, the Employee, die and your spouse is covered under This Plan, the spouse may elect to provide the Dependent Term Insurance);
3. the day before the Covered Person becomes covered for Paid-up Benefits;
4. the date the full Cash Value of the Death Benefit in effect on the Covered Person's life has been paid;
5. the date a Dependent ceases to be a Dependent as defined;
6. if a payment which is required by us for the cost of the Dependent Term Insurance is not made, the last day of the period for which a payment was made.

VIII. 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 a Dependent if you apply for it in Writing during the Application Period. The Application Period is the 31 day period after the date the Dependent Term Insurance on that Dependent ends because:

- (a) This Plan ends, but only if the Dependent Term Insurance 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 Term Insurance, but only if the Dependent Term Insurance on that Dependent had been in effect under This Plan for at least 5 years; or
- (c) the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS; or
- (d) the Covered Person becomes covered for Paid-up Benefits; or
- (e) you are paid the full Cash Value of the Death Benefit in effect on the Covered Person's life; or
- (f) you die.

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 Term Insurance on that Dependent on the date the Dependent Term Insurance ends, less any amount of life insurance on the life of that Dependent for which you or the Dependent may be eligible under any group policy which takes effect within 31 days after the Dependent Term Insurance on that Dependent ends; and

(2) \$10,000; and

(e) if item 1(c), 1(d), 1(e), or 1(f) applies to the Dependent, the amount of the policy will not be more than the amount of Dependent Term Insurance on that Dependent on the date the Dependent Term Insurance 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 Term Insurance 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 which was in effect on the day prior to the date the person ceases to be a Dependent, unless, pursuant to item 2(d) or 2(e), the person applied for another amount of life insurance for which a personal policy could have been issued, in which case the amount of the death benefit will be the amount of the life insurance applied for.

This death benefit will be paid even if the Dependent did not apply for a personal policy.

IX. General Provisions Applicable to Dependent Term Insurance

1. Statements Made by you Which Relate to Insurability

Any statement made by you on behalf of any of your Dependents will be deemed a representation and not a warranty.

No such statement made by you on behalf of any of your Dependents 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.

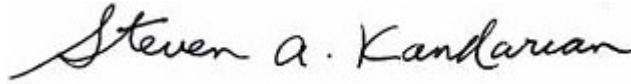
(2) A copy of the application has been furnished to you or to the Beneficiary of the Dependent Term Insurance.

No such statement made by you on behalf of any of your Dependents 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 Term Insurance under This Plan does not at any time provide paid-up insurance, or loan or Cash Value.

Metropolitan Life Insurance Company,

A handwritten signature in black ink that reads "Steven A. Kandarian". The signature is written in a cursive style with a large initial 'S'.

Steven A. Kandarian
Chairman, President and Chief Executive Officer



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

RIDER: ACCIDENTAL DEATH BENEFITS

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

1. Coverage

If a Covered Person dies in an accident, we will pay Accidental Death Benefits:

- (a) if the accident occurs while the Covered Person is covered for Accidental Death Benefits; and
- (b) if that accident is the sole cause of death; and
- (c) if that death occurs not more than 90 days after the date of that accident; and
- (d) if that death occurs before the Covered Person becomes age 70.

2. Definitions

- (a) "Covered Person" means the person named on the Certificate Specifications page.
- (b) "Occupational Injury" means an injury which happens in the course of any work performed by the Covered Person for wage or profit.

3. Eligibility

The Eligibility Date for Accidental Death Benefits is the later of April 1, 1995 and the Effective Date of Certificate.

4. Effective Dates of Accidental Death Benefits

Accidental Death Benefits will become effective on the Covered Person's Eligibility Date.

5. Exclusions

We will not pay for loss of life if it in any way results from, or is caused or contributed to by:

- (a) physical or mental illness, diagnosis of or treatment for the illness; or
- (b) an infection, unless it is caused by an external wound that can be seen and which was sustained in an accident; or
- (c) suicide or attempted suicide; or
- (d) injuring oneself on purpose; or
- (e) the voluntary use of any drug or medicine, unless prescribed by a physician; or
- (f) a war, or a warlike action in time of peace; or
- (g) committing or trying to commit a felony or other serious crime or an assault; or
- (h) driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated; or
- (i) an Occupational Injury.

We, at our expense, have the right to have an autopsy made where it is not against the law.

6. Amount

The amount of Accidental Death Benefits on account of a Covered Person is the amount specified as such on the Certificate Specifications page.

7. Payment of Benefits

The Accidental Death Benefits for loss of life will be paid when we receive notice and satisfactory Proof of that loss. The Accidental Death Benefits for loss of life will be paid to the Beneficiary specified in the Certificate to which this Rider is attached.

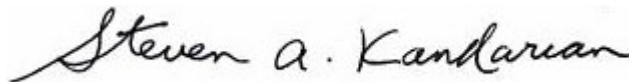
8. When Accidental Death Benefits End

- (a) If This Plan ends in whole or in part the benefits which are affected will end.
- (b) These benefits will end on the day before the Covered Person becomes 70 years of age.
- (c) These benefits will end on the day before the Covered Person becomes covered for Paid-up Benefits.
- (d) These benefits will end when the full Cash Value of the Death Benefits on account of the Covered Person has been paid.
- (e) These benefits will end if a payment which is required to the cost of these benefits is not made; they will end on the last day of the period for which a payment is required to be made.

9. Contributions

While Accidental Death Benefits are in force, contributions will be required to the cost of these benefits in accordance with the applicable Planned Contribution. However, such contributions will NOT be taken into account when we determine the Net Contributions.

Metropolitan Life Insurance Company,



Steven A. Kandarian

Chairman, President and Chief Executive Officer