

NOTICE OF CHANGE

In The Certificate Booklet
Issued to Employees of:

Zebra Technologies Corporation

This Notice is a summary of changes that have been made to your Booklet. These changes are effective on January 1, 2020. Keep this Notice with your Booklet.

LINCOLN LIFE ASSURANCE COMPANY OF BOSTON

A handwritten signature in black ink, appearing to read "David L. Smith". The signature is written in a cursive, flowing style with a large initial 'D' and 'S'.

AMENDMENT

to be attached to and made a part of
the Certificate for Group Plan No. SA3-840-439011-01
issued by

LINCOLN LIFE ASSURANCE COMPANY OF BOSTON
(Lincoln)

to

Zebra Technologies Corporation
(Sponsor)

Effective date of this Amendment: January 1, 2020

The attached pages reflect the following revisions: Revised the maximum Amount of Employee Optional Life and Employee Optional Accidental Death and Dismemberment Insurance from \$500,000.00 to the lesser of \$1,000,000.00 or 5 times Annual Earnings and revised Employee Optional Life Non-Medical Maximum from \$200,000.00 to the lesser of \$300,000.00 or 3 times Annual Earnings to in Section 1

Zebra Technologies Corporation
January 1, 2010

DISCLAIMER

Sponsor: Zebra Technologies Corporation

Policy Number(s): SA3-840-439011-01

Date Provided: November 27, 2019

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

LINCOLN LIFE ASSURANCE COMPANY OF BOSTON

Zebra Technologies Corporation

CERTIFICATE OF COVERAGE

Lincoln Life Assurance Company of Boston welcomes your employer as a client.

Sponsor: Zebra Technologies Corporation

Policy Number: SA3-840-439011-01

Effective Date: January 1, 2010

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Life Insurance certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage...

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to Lincoln. Lincoln will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

A handwritten signature in black ink, appearing to read "Angela L. Smith". The signature is fluid and cursive, with the first name "Angela" being the most prominent part.

SECRETARY

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SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

What is the Minimum Hourly Requirement?

Employees working a minimum of 20 regularly scheduled hours per week

What is the Classification of Covered Employees?

Class 1 All Active Employees

Note: This policy does not cover the following Employees. Temporary and seasonal Employees; Employees who are not legal residents working in the United States.

What is the Eligibility Waiting Period?

1. If you are employed by the Sponsor on the plan effective date -
None
2. If you begin employment for the Sponsor after the plan effective date -
None

Are Employee Contributions Required?

Employee Basic Life Insurance Benefits:	No
Employee Optional Life Insurance Benefits:	Yes
Employee Basic Accidental Death and Dismemberment Insurance Benefits:	No
Employee Optional Accidental Death and Dismemberment Insurance Benefits:	Yes
Dependent Basic Life Insurance Benefits:	No
Dependent Optional Life Insurance Benefits:	Yes
Dependent Optional Accidental Death and Dismemberment Insurance Benefits:	Yes

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

LIFE INSURANCE

What is the Amount of Insurance Benefit?

Employee Basic Life Insurance

An amount equal to 1.5 times your Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$1,000,000.00.

Employee Optional Life Insurance

An amount in increments of \$10,000.00. This amount may not exceed the lesser of \$1,000,000.00 or 5 times Annual Earnings.

Dependent Basic Life Insurance:

SPOUSE

Spouse or Domestic Partner:

\$5,000.00

CHILD

Children (Age at Death):

14 days, but under 26 years.

14 days but under 6 months	\$500.00
6 months but under 26 years	\$1,000.00

Dependent Optional Life Insurance:

SPOUSE

Spouse or Domestic Partner:

An amount in increments of \$10,000.00. This amount may not exceed \$500,000.00. The minimum amount is \$10,000.00.

CHILD

Children (Age at Death):

14 days, but under 26 years.

An amount in increments of \$2,500.00. This amount may not exceed \$10,000.00. The minimum amount is \$2,500.00.

Note: The amount of Dependent Life Insurance may not exceed 50.00% of the amount of Employee Life Insurance in force on you.

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Full Amount of Insurance Benefit?

Employee Basic Accidental Death and Dismemberment Insurance

An amount equal to 1.5 times your Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$1,000,000.00.

Employee Optional Accidental Death and Dismemberment Insurance

An amount in increments of \$10,000.00. This amount may not exceed the lesser of \$1,000,000.00 or 5 times Annual Earnings.

Dependent Optional Accidental Death and Dismemberment Insurance:

SPOUSE

Spouse or Domestic Partner:

An amount in increments of \$10,000.00. This amount may not exceed \$500,000.00. The minimum amount is \$10,000.00.

CHILD

Children (Age at Death):

14 days, but under 26 years.

An amount in increments of \$2,500.00. This amount may not exceed \$10,000.00. The minimum amount is \$2,500.00.

Note: The amount of Dependent Accidental Death & Dismemberment(AD&D) Insurance may not exceed 100% of the amount of Optional AD&D Insurance in force on the Covered Employee. If the Employee does not elect Optional AD&D coverage no Dependent coverage is allowed.

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Applicable to Basic Insurance:

What is the Employee Seat Belt Benefit?

Maximum Benefit Amount: 10.00% of Full Amount up to \$10,000.00

Applicable to Optional Insurance:

What is the Employee and Dependent spouse Seat Belt Benefit?

Maximum Benefit Amount: 10.00% of Full Amount up to \$10,000.00

Applicable to Basic Insurance:

What is the Employee Air Bag Benefit?

Maximum Benefit Amount: 10.00% of Full Amount up to \$10,000.00

Applicable to Optional Insurance:

What is the Employee and Dependent spouse Air Bag Benefit?

Maximum Benefit Amount: 10.00% of Full Amount up to \$10,000.00

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

What is the Reduction Formula?

Applicable to Basic Insurance:

The amount of Life and Accidental Death and Dismemberment Insurance applicable to the Covered Employee's class of benefits will reduce at age 70 or older as follows:

Ages 70-74:	to 65%
Ages 75 & up:	to 50%

Applicable to Optional Insurance:

The amount of Life and Accidental Death and Dismemberment Insurance applicable to the Covered Employee's class of benefits will reduce at age 70 or older as follows:

Ages 70-74:	to 65%
Ages 75 & up:	to 50%

The reduction formulas do not apply to basic dependent coverage.

What are the Evidence of Insurability Requirements?

Non-Medical Maximum:

Employee Optional Life Insurance Benefits:	the lesser of \$300,000.00 or 3 times Annual Earnings
Dependent Spouse or Domestic Partner Optional Life Insurance Benefits:	\$30,000.00

Any amounts of insurance in excess of the amount shown above that are due solely to salary increases are not subject to Evidence of Insurability.

Annual Enrollment:

Employee Optional Life Insurance Benefits:	Any increases above the current benefit level will be subject to Evidence of Insurability.
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Any increases elected during Annual Enrollment will be subject to Evidence of Insurability if an Employee has previously been denied coverage. The Non-Medical Maximum will apply to any changes made during the Annual Enrollment Period.

Dependent Spouse or Domestic Partner Optional Life Insurance:	Any increases above the current benefit level will be subject to Evidence of Insurability.
Dependent Child Optional Life Insurance:	Any increases above the current benefit level will be subject to Evidence of Insurability.

Family Status Change:

Employee Optional
Life Insurance Benefits:

Any increases above the current
benefit level will be subject to
Evidence of Insurability.

Any increases elected due to a Family Status Change will be subject to Evidence of Insurability if an Employee has previously been denied coverage. The Non-Medical Maximum will apply to any changes made due to a Family Status Change.

Dependent Spouse or Domestic Partner
Optional Life Insurance:

Any increases above the current
benefit level will be subject to
Evidence of Insurability.

SECTION 2 - DEFINITIONS

In this section Lincoln defines some basic terms needed to understand this plan. The male pronoun whenever used in this policy includes the female.

"Active Employment" means you must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires you to travel.

You will be considered actively at work if you were actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for your own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for your own disabling condition).

"Administrative Office" means Lincoln Life Assurance Company of Boston, 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695

"Annual Earnings" means your annual rate of earnings from the Sponsor. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

"Annual Enrollment Period" or **"Enrollment Period"** means the period before each policy anniversary so designated by the Sponsor and Lincoln during which you may enroll for coverage under this policy.

SECTION 2 - DEFINITIONS

(Continued)

"Confined" means confinement in a hospital, skilled nursing facility or rehabilitation facility.

"Covered Dependent" means a Dependent whose coverage is in effect. It does not include a Dependent whose coverage has ended.

"Covered Employee" means a person in Active Employment insured under this policy.

"Covered Person" means an Employee in Active Employment or a Dependent insured under this policy.

"Dependent" means:

1. your lawful spouse, including a legally separated spouse or Domestic Partner; and
2. your unmarried children, who meet the age requirements shown in the Schedule of Benefits.

Children include your own natural offspring, lawfully adopted children, and full-time students as defined by the school being attended. A child will be considered adopted on the date of placement in your home.

They also include stepchildren who are dependent on you for support and maintenance and living with you in a regular parent-child relationship.

They also include children who, on and after the date on which insurance would otherwise end because of the children's age, are Continuously Disabled.

With respect to this provision, **"Continuously Disabled"** means a child who is incapable of self-sustaining employment because of mental or physical disabilities and is chiefly dependent on you for support and maintenance, or institutionalized because of mental or physical disabilities.

Dependent does not include a person who is an eligible Employee or a member of the armed forces.

SECTION 2 - DEFINITIONS

(Continued)

"Domestic Partner" means an unmarried person of the same or opposite sex with whom you share a committed relationship, are jointly responsible for the other's welfare and financial obligations, at least 18 years of age and mentally competent to consent to a contract, not related by blood to a degree that could prohibit legal marriage in the state where legally residing, maintain the same residence(s) and is not married to or legally separated from anyone else. A Domestic Partner certification must be completed and filed with the Sponsor before the partner can be designated as a Dependent.

"Eligibility Date" means the date you become eligible for insurance under this plan. Eligibility Requirements are shown in the Schedule of Benefits.

"Eligibility Waiting Period" means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

"Employee" means a person in Active Employment with the Sponsor.

"Enrollment Form" is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to Lincoln.

"Evidence of Insurability" means a statement of proof of the Covered Person's medical history upon which acceptance for insurance will be determined by Lincoln.

SECTION 2 - DEFINITIONS

(Continued)

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

Applicable to Optional Insurance:

"Family Status Change" means any one of the following events that may occur:

1. your marriage or divorce;
2. the birth of a child to you;
3. the adoption of a child by you;
4. the death of your spouse or child;
5. the commencement or termination of employment of your spouse;
6. the change from part-time employment to full-time employment by you or your spouse;
7. the change from full-time employment to part-time employment by you or your spouse;
8. the taking of unpaid leave of absence by you or your spouse.

SECTION 2 - DEFINITIONS

(Continued)

"Initial Enrollment Period" means one of the following periods during which you may first enroll for coverage under this policy:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and Lincoln.
2. if you become eligible for insurance after the plan effective date, the period which ends 31 days after your Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes.

"Non-Medical Maximum" means an amount of insurance on a Covered Person which is not subject to Evidence of Insurability. The Non-Medical Maximum amounts are shown in the Schedule of Benefits. Any amounts of insurance in excess of the Non-Medical Maximums are subject to Evidence of Insurability. Evidence of Insurability will be at your expense.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

"Due Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you or your beneficiary claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits;
4. a certified copy of a death certificate.

Due Proof must be submitted to Lincoln.

"Schedule of Benefits" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, and Amount of Insurance Benefit.

"Sickness" means disease or illness including related conditions and recurrent symptoms of the sickness. Sickness also includes pregnancy.

"Sponsor" means the entity to whom this plan is issued.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

What are the Eligibility Requirements for Employee and Dependent Insurance Benefits?

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

What is your Eligibility Date for Insurance Benefits?

Employee Coverage:

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

Dependent Coverage:

If you are eligible for Employee coverage you will be eligible for Dependent coverage on the later of:

1. the date you are eligible for Employee coverage if on that date you have a Dependent; or
2. the date you acquire a Dependent if on that date you are eligible for Employee coverage.

If both parents are Employees, only one will be eligible for Dependent coverage with respect to their Dependent children.

Applicable to Employee Optional Life Insurance Class 1, Dependent Basic Life Insurance Class 1, Dependent Optional Life Insurance Class 1:

What Happens During the Annual Enrollment Period?

During each Annual Enrollment Period, you may keep your coverage at the same level or make any one of the following changes in coverage for the next plan year, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

1. decrease your coverage;
2. increase your coverage including enrolling for the first time.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Applicable to Optional Employee Life Class 1, Basic Dependent Life Class 1, Optional Dependent Life Class 1, Optional Dependent Accidental Death and Dismemberment Class 1:

What Happens when you Experience a Family Status Change?

When you experience a Family Status Change, you may keep your coverage at the same level or make any one of the following changes in coverage, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

1. decrease your coverage;
2. increase your coverage including enrolling for the first time.

Applicable to Optional Employee Life Insurance:

You must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

Applicable to Basic Dependent Life Insurance:

You must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

Applicable to Optional Dependent Life Insurance:

You must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

Applicable to Optional Dependent Accidental Death and Dismemberment Insurance:

You must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

What is Your Effective Date for Insurance?

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with Lincoln through the Sponsor in a form or format satisfactory to Lincoln.

Employee Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, you will be insured on your Eligibility Date.

2. For non-contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Lincoln gives approval or your Eligibility Date.
3. For contributory coverage not subject to Evidence of Insurability, you will be insured on the later of the date you make application or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
4. For contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Lincoln gives approval or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
5. If you make application for contributory coverage more than 31 days after your Eligibility Date, you must submit Evidence of Insurability. You will be insured on the date Lincoln gives approval.

Evidence of Insurability will be at your Expense.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What is Your Effective Date of Insurance? (Continued)

Dependent Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, your Dependent will be insured on your Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, your Dependent will be insured on the later of the date Lincoln gives approval or your Eligibility Date.
3. For contributory coverage not subject to Evidence of Insurability, your Dependent will be insured on the later of the date you make application or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
4. For contributory coverage subject to Evidence of Insurability, your Dependent will be insured on the later of the date Lincoln gives approval or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
5. If you make application for contributory coverage more than 31 days after your Eligibility Date, you must submit Evidence of Insurability. Your Dependent will be insured on the date Lincoln gives approval.

Evidence of Insurability will be at your Expense.

Increases or Decreases:

Any increase in or addition to coverage will take effect on the first of the month following the date of the change.

Any decrease in or deletion of coverage will take effect on the first of the month following the date of the change.

Any such change applies to loss of life or accidental Injury that occurs on or after the effective date of the change.

When will Your Effective Date for Employee Insurance be Delayed?

The effective date of any initial, increased or additional insurance will be delayed for an individual if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

When will Your Effective Date for Dependent Insurance be Delayed?

If a Covered Dependent is Confined on the date the increase or addition is to take effect, it will take effect when the confinement ends.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens to Your Coverage During a Family and Medical Leave?

Your coverage may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
 - a. you return to work;
 - b. this plan terminates;
 - c. you are no longer in an eligible class;
 - d. nonpayment of premium when due by the Sponsor or you;
 - e. your employment terminates.

What Happens During Lay-off?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are temporarily laid off.

Your coverage(s) will not continue beyond a period of 1 month. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

What Happens During Leave of Absence?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence.

Your coverage(s) will not continue beyond a period of 1 month. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

What Happens During Leave of Absence Due to Disability?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence due to a disability.

Your coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

SECTION 4 - INSURANCE BENEFITS

EMPLOYEE LIFE INSURANCE

Benefits

When is Your Life Insurance Benefit Payable?

When Lincoln receives Due Proof of your death, Lincoln will pay the proceeds of the Life Insurance in force on your life under this plan. The benefit payable is shown in the Schedule of Benefits.

Conversion Privilege

What is the Conversion Privilege?

Conversion Privilege at Individual Termination or Reduction of Benefits:

If all or part of your coverage ends, you may convert the amount that ends to an individual Life Insurance policy. Conversion is subject to the following conditions:

1. within 31 days after coverage ends or is reduced, you must make written application to Lincoln and pay the first premium payment.
2. the individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only. The policy will be one then being offered by Lincoln. The premium due will be based on the premium schedule of Lincoln's conversion policy that applies to your class of risk and age at the birthday nearest to the effective date of the individual policy.

The individual policy will be effective 31 days after your group coverage ends.

Conversion Privilege at Class or Plan Termination:

If coverage ends for all employees or for your class, you are entitled to a limited conversion privilege. You must have been covered for at least 5 years. You must apply for the individual policy in the same manner as described above. The amount you may convert is limited to the lesser of:

1. the amount you were covered for on the date the group coverage terminated less any group insurance you become eligible for within 31 days; or
2. \$10,000.

The individual policy will be effective 31 days after your group coverage ends.

Death Within the 31 Days Allowed for Conversion:

If you die within the 31 days allowed for conversion, Lincoln will pay to your beneficiary the amount you were eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE (Continued)

Accelerated Death Benefit

What is the Accelerated Death Benefit?

Note: The receipt of an Accelerated Death Benefit may be taxable. You should consult your tax consultant or legal advisor before applying for an Accelerated Death Benefit.

If, while insured under this plan, you give Lincoln Due Proof of having a Terminal Condition, you may receive a portion of your Life Insurance as an Accelerated Death Benefit. Such insurance will be paid one time to you in one lump sum.

The amount of Accelerated Death Benefit payable under this policy is limited to the lesser of the following:

1. the Accelerated Death Benefit amount requested by you;
2. 75.00% of your Life Insurance that is in force on the date you apply for an Accelerated Death Benefit; or
3. \$500,000.00.

If the amount of your Life Insurance under this plan is scheduled to reduce within 12 months following the date you apply for the Accelerated Death Benefit, the benefit payable under this plan will be based on the reduced amount.

When Must You Apply for an Accelerated Death Benefit?

You must apply for an Accelerated Death Benefit. To apply, you must give Lincoln:

1. certification, from a Physician, that you have a Terminal Condition, as defined by this plan;
2. supporting evidence satisfactory to Lincoln, documenting the Terminal Condition;
3. a completed claims form.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

Accelerated Death Benefit (Continued)

When Must you Apply for an Accelerated Death Benefit? (Continued)

During the pendency of a claim, Lincoln may, at its own expense, have a Physician examine you.

If you have assigned all or a portion of the Life Insurance under this policy or named an irrevocable beneficiary, you must also give Lincoln a signed written consent form from the assignee or irrevocable beneficiary.

The Accelerated Death Benefit will be payable upon receipt of Due Proof of having a Terminal Condition; and signed written consent from an assignee or irrevocable beneficiary, if required.

With respect to this provision "**Terminal Condition**" means a condition:

1. which is expected to result in your death within 12 months; and
2. from which there is no reasonable prospect of recovery.

What is the Effect on Insurance?

The amount of your Life Insurance will be reduced by the amount paid as an Accelerated Death Benefit. Premiums, if any, for the remaining portion of a Covered Employee's Life Insurance will be based on the amount of the remaining Life Insurance in effect after payment of the Accelerated Death Benefit. All other terms and provisions of this policy will apply to the remaining portion.

Exceptions

No Accelerated Death Benefit will be paid if:

1. you are required by a court of law to exercise this option to satisfy a claim of creditors, whether in bankruptcy or otherwise;
2. you are required by a governmental agency to exercise this option in order to apply for, receive, or continue a government benefit or entitlement;
3. all or a part of your insurance must be paid to your children or spouse or former spouse as part of a divorce decree, separate maintenance agreement or property settlement agreement;
4. you are married and live in a community property state, unless your spouse has given Lincoln signed written consent; or
5. you have previously received an Accelerated Death Benefit under this plan or any other group plan held by the Sponsor.

SECTION 4 - INSURANCE BENEFITS

(Continued)

DEPENDENT LIFE INSURANCE

Benefits

When is Your Dependent Life Insurance Benefit Payable?

When Lincoln receives Due Proof of your Covered Dependent's death, Lincoln will pay to you the amount in force on such Dependent's life under this plan. The Dependent Life Insurance benefit will be paid in one sum. It is shown in the Schedule of Benefits.

Conversion Privilege

What is the Conversion Privilege?

Conversion Privilege at Individual Termination or Reduction of Benefits:

If a Covered Dependent's coverage ends because:

1. of your death; or
2. your employment in an eligible class for Dependent Life Insurance ends,

your Covered Dependent may convert Dependent Life Insurance to an individual policy. Within 31 days after coverage ends, your Covered Dependent must make written application to Lincoln and pay the first premium payment. The individual policy will contain Life Insurance benefits only. The policy will be one then being offered by Lincoln. Evidence of Insurability will not be required.

Conversion Privilege at Class or Policy Termination:

If your Covered Dependent's coverage ends because:

1. coverage ends for all employees; or
2. coverage ends for all employees in your eligible class,

your Covered Dependent is entitled to a limited conversion privilege. You must be entitled to convert to an individual policy in order for your Covered Dependent to have this limited privilege. Conversion must be applied for in the same way as stated above. The amount your Covered Dependent may convert is limited to the lesser of:

1. the amount your Covered Dependent was covered for on the date coverage ended less any group insurance you become eligible for within 31 days; or
2. \$10,000.

The individual policy will become effective 31 days after your Covered Dependent's coverage ends.

Death Within the 31 Days Allowed for Conversion:

Dependent Life Insurance is payable if your Covered Dependent dies during this period. The amount payable is the amount your Covered Dependent was entitled to convert. Such insurance will be paid under this plan. Any premium paid for an individual plan will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Benefits

When is Your Accidental Death and Dismemberment Insurance Benefit Payable?

Accidental Death and Dismemberment benefits are payable when you or your Covered Dependent suffers a loss solely as the result of accidental Injury that occurs while covered. The loss must occur within 365 days after the date of the accident. The benefit payable is called the Full Amount. It is shown in the Schedule of Benefits.

Loss Schedule:

Life
Both Hands or Both Feet
Sight of Both Eyes
One Hand and One Foot
One Hand and Sight of One Eye
One Foot and Sight of One Eye
Speech and Hearing in Both Ears
One Hand or One Foot
Sight of One Eye
Speech or Hearing in Both Ears
Thumb and Index Finger of the Same Hand
Quadriplegia
Paraplegia
Hemiplegia

Benefit Payable:

Full Amount
Full Amount
Full Amount
Full Amount
Full Amount
Full Amount
Full Amount
One-half Full Amount
One-half Full Amount
One-half Full Amount
One-quarter Full Amount
Full Amount
One-half Full Amount
One-half Full Amount

Payment is made for loss due to each accident without regard to loss resulting from any prior accident. In no event may the total amount payable for all losses due to any one accident exceed the Full Amount.

Loss of hands or feet means complete severance through or above the wrist or ankle joint.

Loss of sight, speech or hearing must be total and irrecoverable.

Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist. This benefit is not payable if a benefit is payable for the loss of the same entire hand.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Benefits

When will a Seat Belt Benefit be Payable?

Lincoln will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident. The benefit payable is shown in the Schedule of Benefits.

Lincoln must be given Due Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

When will an Air Bag Benefit be Payable?

Lincoln will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident and was seated behind a properly installed Air Bag. The benefit payable is shown in the Schedule of Benefits.

Lincoln must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt and the Automobile was equipped with an Air Bag directly in front of the Covered Person. A copy of the police accident report should be submitted with the claim.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

With respect to this provision, "**Air Bag**" means the passive restraint device in an Automobile which inflates automatically upon collision to provide protection in Automobile accidents. The Air Bag must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer.

With respect to this provision, "**Automobile**" means a private passenger motor vehicle licensed for use on public highways.

With respect to this provision, "**Seat Belt**" means a combination lap and shoulder restraint system that must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer. A Seat Belt will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt does not include a shoulder restraint alone.

SECTION 4 - INSURANCE BENEFITS

(Continued)

WAIVER OF PREMIUM FOR TOTAL DISABILITY

If you become Totally Disabled while insured under this plan you may be eligible for continued Life Insurance coverage without premium payment, provided that:

1. you become Totally Disabled while insured under this plan and before age 60;
2. within one year from the date you are no longer in Active Employment Lincoln receives initial Due Proof that your Total Disability has continued for 6 months (initial Due Proof); and
3. during the three months before each anniversary of receipt of initial Proof, Lincoln receives Due Proof of continuation of Total Disability.

In addition, Lincoln, at its own expense, may request you to be examined by a Physician chosen by Lincoln. After the benefit has been continued for two years under this provision, Lincoln will not require an examination more than once a year.

When Proof of Total Disability has been approved, premiums will be waived beginning the later of:

1. the date Lincoln gives approval; or
2. 6 months from the date you are no longer in Active Employment due to Total Disability.

Accidental Death and Dismemberment and Dependent coverage will not be continued during your period of Total Disability.

The Life Insurance benefit continued under this provision will be the amount in force on your life under this plan on the date you are no longer in Active Employment due to Total Disability, subject to any reductions provided by any part of this plan. The amount continued will not include any part of your Life Insurance that you converted to an individual policy unless you are Totally Disabled when you applied to convert and you return the converted policy to Lincoln without claim other than for a refund of the premiums.

If the Waiver of Premium provision has been denied, you may convert your Life Insurance benefit as provided in the Conversion Privilege.

Your continued Life Insurance coverage under this provision will end on the earliest of the date when:

1. you recover and cease to be Totally Disabled;
2. you return to Active Employment;
3. you refuse to have an examination by a Physician chosen by Lincoln or fail to give Due Proof of continuation of Total Disability;
4. 90 Days after the date Lincoln mails you a request for additional proof of loss, Lincoln does not receive such proof;
5. you reach age 70;
6. the date you begin receiving a benefit from a retirement or pension plan; or
7. the date the Sponsor classifies you as retired.

SECTION 4 - INSURANCE BENEFITS

(Continued)

WAIVER OF PREMIUM FOR TOTAL DISABILITY

If continued Life Insurance coverage under this provision ends or reduces, you may convert your Life Insurance benefit as provided in the Conversion Privilege. Dependent coverage may be converted as allowed within this plan.

If you die within one year from the date you are no longer in Active Employment due to Total Disability, Lincoln will pay the Life Insurance benefit provided Due Proof of continuous Total Disability until death is given to Lincoln within one year after death.

If this plan terminates before you have received approval of waiver of premium, you are eligible to convert to an individual policy until such approval has been received. If this plan terminates after approval for waiver of premium, coverage will continue as if this plan continued to be in force.

With respect to this provision, "**Total Disability**" or "**Totally Disabled**" means the complete inability, as a result of Injury or Sickness, to perform the Material and Substantial Duties of Any Occupation.

With respect to this provision, "**Material and Substantial Duties**" means responsibilities that are normally required to perform Any Occupation, and cannot be reasonably eliminated or modified.

With respect to this provision, "**Any Occupation**" means any occupation that you are or become reasonably fitted by training, education, experience, age, physical and mental capacity.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE EMPLOYEE AND DEPENDENT SPOUSE LIFE INSURANCE COVERAGE

PORTABLE GROUP TERM LIFE INSURANCE

If all of your coverage ends, you may be eligible to continue all or a part of the amount that ends, less any amount converted to an individual policy as provided in the Conversion Privilege and subject to any minimum and maximum amounts specified in this provision, as portable group term Life Insurance. The coverage must end because you are no longer in an eligible class or are no longer in Active Employment, other than by retirement, as determined in the Sponsor's records. Portable group term Life Insurance is not available if coverage ends because this plan terminates.

If you are eligible for portable group term Life Insurance, you may also elect portable group term Life Insurance on your Covered Dependent spouse or Domestic Partner whose coverage under this policy also ends when your coverage ends.

You and your Covered Dependent spouse or Domestic Partner are eligible for portable group term Life Insurance if:

1. you are under age 70;
2. you are a citizen of the United States or Canada;
3. you are not a full-time member of the armed forces of any country; and
4. no group Life Insurance under this plan will be continued on a premium paying or waiver of premium basis.

To apply for portable group term Life Insurance, you must, within 31 days of the date you cease to be eligible for coverage under this plan:

1. complete the application for portable group term Life Insurance; and
2. send the application, along with the first premium payment, to Lincoln at the address shown on the application.

If you and your Covered Dependent spouse or Domestic Partner are applying for coverage and are not required to provide Evidence of Insurability, your portable group term Life Insurance will be effective at 12:01 A.M. Standard Time on the day after coverage under this plan ends.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE EMPLOYEE AND DEPENDENT SPOUSE LIFE INSURANCE COVERAGE

(Continued)

PORTABLE GROUP TERM LIFE INSURANCE (Continued)

Portable group term Life Insurance will contain only term Life Insurance. It will be issued without Evidence of Insurability. The plan available will be one then being offered by Lincoln as portable group term Life Insurance. The premium due will be based on Lincoln's then current rate for such plans that apply to your and your Covered Dependent spouse's or Domestic Partner's class of risk and age at birthday nearest to the effective date of portable group term Life Insurance.

The amount of portable group term Life Insurance you may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$500,000.00.
2. the minimum amount on a former Covered Person is \$10,000.00.

Applicable to Dependent Basic Insurance:

The amount of portable group term Life Insurance a Covered Dependent spouse may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$5,000.00.

Applicable to Dependent Optional Insurance:

The amount of portable group term Life Insurance a Covered Dependent spouse may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$10,000.00.
2. the minimum amount on a former Covered Person is \$500,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term Life Insurance policy. The amount of portable group term Life Insurance may be decreased at any time. However, once elected, the amount of portable group term Life Insurance may not be increased.

SECTION 5 - EXCLUSIONS

LIFE INSURANCE EXCLUSIONS

This policy has no applicable exclusions.

SECTION 5 - EXCLUSIONS (Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS

No benefits are payable for any loss that is caused by:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane
3. suicide, or suicide attempt, while sane or insane;
4. active Participation in a Riot;
5. committing or attempting to commit a felony or misdemeanor;
6. disease, bodily or mental illness (or medical or surgical treatment thereof);
7. infections, except septic infections of and through a visible wound;
8. controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
9. serving full-time active duty in the Armed Forces of any country or international authority;
10. boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a commercial aircraft or traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor.

With respect to this provision, "**Participation**" shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, "**Riot**" shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which any required Employee contribution has been made;
5. the date employment (status as an active Employee) or eligibility ends for any reason; or
6. the date you cease to be in Active Employment due to a labor dispute, including any strike, work slowdown, or lockout.

Lincoln reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

SECTION 7 - GENERAL PROVISIONS

Is Assignment Allowed?

The coverage under this plan is not assignable by the Sponsor without Lincoln's written consent. You may assign all of your present and future right, title, interest, and incidents of ownership of:

1. any Life Insurance;
2. any disability provision of Life Insurance; and
3. any Accidental Death and Dismemberment Insurance under this policy.

Such assignment will include, but is not limited to, the rights:

1. to make any contribution required to keep the coverage in force;
2. to exercise any conversion privilege; and
3. to change the beneficiary.

Why Must You Name a Beneficiary?

You must name a beneficiary to whom the insurance benefits under this policy are payable. If more than one beneficiary is named and if their interests are not specified, any surviving Beneficiaries will share equally.

If, at the time of your death, there is no named or surviving beneficiary, Lincoln will pay the benefits to the executor or administrator of your estate. Lincoln may, at its option, pay the benefits to a surviving relative in the following order: spouse, child, parent, sibling. Such payment will release Lincoln of all further liability to the extent of payment.

You may change your beneficiary at any time by written request. Lincoln or the Sponsor will provide a form for that purpose. Any change of beneficiary will take effect when the Sponsor receives the written request whether or not you are alive at that time. Such change will relate back to the date of the request. Any change of beneficiary will not apply to any payment made before the request was received by the Sponsor.

How will Lincoln Conform with State Statutes?

Any provision of this policy which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this policy is hereby amended to conform to the minimum requirements of such statute.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What are Lincoln's Examination Rights?

Lincoln, at its own expense, has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln. This right may be used as often as reasonably required. Lincoln may also require an autopsy unless prohibited by law.

Who are Claims Paid To?

If a beneficiary or Covered Person is a minor or is physically or mentally incapable of giving a valid release for payment, Lincoln, at its option, may make payment not to exceed \$2,000.00 to a party who appears to have assumed responsibility for the care and support of such person. Lincoln will only make such payment until claim is made by a guardian of the estate of the beneficiary or the Covered Person. Such payment will release Lincoln of all further liability to the extent of payment.

When May This Plan be Contested?

This plan will not be contested, except for nonpayment of premium, after it has been in force for two years from the date of issue. The coverage of any Covered Person shall not be contested, except for nonpayment of premium, on the basis of a statement made relating to insurability of the Covered Person after such coverage has been in force for two years during the Covered Person's lifetime.

In the absence of fraud, any statements in any application will be deemed representations and not warranties. No representation made by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the Sponsor's signed application; or
2. any Covered Person in enrolling for insurance under this plan will be used to reduce or deny a claim unless the representation is contained in an application signed by him and such application is given to him or his beneficiary.

Who Determines Provisions?

Lincoln possesses the authority to determine benefit eligibility, eligibility for participation or benefits in accordance with the terms of this group plan.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What Happens if Your Age is Misstated?

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon the Covered Person's age, the amount of the benefit will be the amount the Covered Person would have been entitled to if his correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Lincoln is advised of the error.

When Must Lincoln be Notified of a Claim?

- a. Notice of claim must be given to Lincoln within 30 days of the date of the loss on which the claim is based. If that is not possible, Lincoln must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Lincoln.
- b. When written notice of claim is applicable and has been received by Lincoln, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Lincoln written Proof of claim without waiting for the forms.

When Must Lincoln Receive Due Proof of Claim?

- a. Due Proof of loss must be given to Lincoln no later than 30 days after the date of loss.
- b. Failure to furnish such Due Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Due Proof within such time. Such Due Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Due Proof is otherwise required.

What are the Optional Methods of Settlement?

Benefits are usually payable in one sum. However, the Covered Person may elect in writing to have the proceeds paid through an installment program offered by Lincoln. If the Covered Person makes no such election, his beneficiary may do so at the Covered Person's death.

Any installments remaining after the death of the payee will be paid as directed in the election of this option. Such direction is subject to the approval of Lincoln.

When are Benefits Payable?

All benefits are payable when Lincoln receives Due Proof of loss. Benefits for loss of life of the Covered Employee are paid to the beneficiary. Benefits for loss of life of your Covered Dependent are paid to you. Benefits for other losses are paid to you.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What are Lincoln's Rights of Recovery?

Lincoln has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Lincoln in processing a claim; or
3. any error made in the eligibility or administration of this plan by the Sponsor.

Lincoln may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan; or
3. taking any appropriate collection activity available including any legal action needed.

It is required that full reimbursement be made to Lincoln.

How does the Plan Affect Workers' Compensation?

This Plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

SUMMARY PLAN DESCRIPTION

Name of Plan: Zebra Technologies Corporation Beneflex Plan

Plan benefits are provided under the terms of the Group Life Policy No. SA3-840-439011-01 hereinafter referred to as "the policy", issued by Lincoln Life Assurance Company of Boston, hereinafter referred to as "Lincoln," to the Employer hereinafter referred to as "Sponsor".

Participants Included: See Schedule of Benefits

Name and Address of Sponsor:

Zebra Technologies Corporation
3 Overlook Point
Lincolnshire, IL 60069

Who Pays For the Plan: Premiums are paid by the Sponsor.

The cost of the Plan is funded by both Employer and Employee contributions.

Plan Identification Number:

- a. Sponsor IRS Identification No.: 36-2675536
- b. Plan No.: 501

Type of Plan: Group Life

Plan Year: January 1st- December 31st

Plan Administrator, Name, Address and Telephone No:

Zebra Technologies Corporation
3 Overlook Point
Lincolnshire, IL 60069
(847) 634-6700

Agent for Service of Legal Process on the Plan:

Same as Above

Type of Administration: Insurer Administration

Funding Arrangement of the Plan: Benefits of the Plan are insured.

SUMMARY PLAN DESCRIPTION

(Continued)

Amendment of the Sponsor's Plan:

The Plan Sponsor reserves the right to modify, amend or terminate in whole or in part, any or all provisions of the Plan. Amendments to the Plan are to be made by a written resolution adopted in accordance with the established procedures of the Board of Directors. Amendments may be adopted with retroactive effect to the extent permitted by ERISA and the Code.

Amendment of Lincoln's Policy:

The policy may be changed in whole or in part by mutual agreement of the Sponsor and Lincoln. Only an Officer of Lincoln can approve a change. The approval must be in writing and endorsed on or attached to the policy. No consent of any participant or any other person referred to in the policy(ies) shall be required to modify, amend, or change the policy(ies).

NOTE: If you cease active employment, see your benefits administrator to determine what arrangements, if any, may be made to continue your coverage beyond the date you cease active employment.

When May The Policy Terminate?

1. If the Sponsor fails to pay any premium within the grace period, the policy will automatically terminate at 12:00 midnight of the last day of the grace period. The "grace period" is the 31 days following a premium due date during which premium payment may be paid.
2. The Sponsor may terminate the policy by advance written notice delivered to Lincoln at least 31 days prior to the termination date. But the policy will not terminate during any period for which premium has been paid.
3. Lincoln may terminate the policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
 - a. The number of employees insured is less than 10;
 - b. less than 100% of the Employees eligible for any non-contributory insurance are insured for it; or
 - c. less than 25.00% of the Employees eligible for any contributory insurance are insured for it; or
 - d. the Sponsor fails:
 - i. to furnish promptly any information which Lincoln may reasonably require; or
 - ii. to perform any other obligations pertaining to this policy.
4. Termination may take effect on any earlier date when both the Sponsor and Lincoln agree.

No consent of any participant or any other person referred to in the policy(ies) shall be required to terminate the policy(ies).

SUMMARY PLAN DESCRIPTION

(Continued)

What Are Your Rights In The Event Of Policy Termination?

Termination of the policy under any conditions will not prejudice any payable claim which occurs while the policy is in force.

What Are Your Rights Under ERISA?

1. As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:
 - a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
 - b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
 - c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
2. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan.
3. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.
4. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
5. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
6. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

SUMMARY PLAN DESCRIPTION

(Continued)

What Are Your Rights Under ERISA? (Continued)

7. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.
8. If you have any questions about your Plan, you should contact the Plan Administrator.
9. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Applicable to All Claims, except Waiver of Premium Claims:

What is the Time Frame For Claim Decisions?

If your claim is denied, Lincoln will notify you of the adverse decision within a reasonable period of time, but not later than 90 days after receiving the claim, unless Lincoln determines that special circumstances require an extension. In such case, a written extension shall be furnished before the end of the initial 90-day period. The extension cannot exceed 90 days. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the decision.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

What If Your Claim Is Denied?

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
2. A description of any additional material or information necessary to complete the claim and an explanation of why that material or information is necessary; and
3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal.

SUMMARY PLAN DESCRIPTION
(Continued)

Applicable to All Claims, except Waiver of Premium Claims: (Continued)

What Do You Do To Appeal A Claim Denial?

You or your authorized representative may appeal a denied claim within 60 days after you receive Lincoln's notice of denial. You have the right to:

1. Submit, for review, written comments, documents, records and other information relating to the claim to Lincoln;
2. Request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
3. A review on appeal that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision.

Lincoln will make a full and fair review of your appeal and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made within a reasonable period of time, but not later than 60 days following receipt of the written request for review, unless Lincoln determines that special circumstances require an extension. In such case, a written extension notice will be sent to you before the end of the initial 60 day period. The extension notice must indicate the special circumstances and the date by which Lincoln expects to render the appeal decision. The extension cannot exceed a period of 60 days.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim; and
3. A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA.

SUMMARY PLAN DESCRIPTION (Continued)

Applicable to Waiver of Premium Claims:

What is the Time Frame For Claim Decisions?

If your claim is denied, Lincoln will notify you of the adverse decision within a reasonable period of time, but not later than 45 days after receiving the claim. This 45-day period may be extended for up to 30 days, if Lincoln: (1) determines the extension is necessary because of matters beyond the Plan's control, and (2) notifies you, before the end of the 45-day period, why the extension is needed and the expected decision date. If, before the end of the first 30-day extension, Lincoln determines, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days, provided Lincoln notifies you, before the end of the first 30-day extension period, why the extension is needed and the expected decision date.

The notice of extension shall explain: (1) the standards on which benefit entitlement is based, (2) the unresolved issues that prevent a claim decision, and (3) the additional information needed. You have at least 45 days to provide the information.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date Lincoln sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

What If Your Claim Is Denied?

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
2. A description of any additional material or information necessary to perfect the claim and an explanation of why that material or information is necessary;
3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal;
4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

SUMMARY PLAN DESCRIPTION (Continued)

Applicable to Waiver of Premium Claims: (Continued)

What Do You Do To Appeal A Claim Denial?

You, or your authorized representative, may appeal a denied claim within 180 days after you receive Lincoln's notice of denial. You have the right to:

1. Submit to Lincoln, for review, written comments, documents, records, and other information relating to the claim;
2. Request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
3. A review that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision;
4. A review that does not afford deference to the initial adverse decision and which is conducted neither by the individual who made the adverse decision nor the person's subordinate;
5. If the appeal involves an adverse decision based on medical judgment, a review of your claim by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the adverse decision nor the subordinate of any such individual; and
6. The identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision.

Lincoln will make a full and fair review of your appeal and may require additional documents as it deems necessary in making such a review. A final decision on the review will be made within a reasonable period of time but not later than 45 days following receipt of the written request for review unless Lincoln determines that special circumstances require an extension. In such case, a written notice will be sent to you before the end of the initial 45-day period. The extension notice shall indicate the special circumstances and the date by which Lincoln expects to render the appeal decision. The extension cannot exceed a period of 45 days from the end of the initial period.

SUMMARY PLAN DESCRIPTION

(Continued)

Applicable to Waiver of Premium Claims: (Continued)

What Do You Do To Appeal A Claim Denial? (Continued)

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim;
3. A statement describing any voluntary appeal procedures offered by Lincoln and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA;
4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.