

REGISTER OF CHANGE OF BENEFICIARY

NOTE.—Entries in this register are to be made only by the Insurance Company. No other entries shall be recognized.

DATE EFFECTIVE	BENEFICIARY	ENDORSED BY

SECTION VI. SCHEDULE OF INSURANCE

CLASS	AMOUNT OF INSURANCE
Certificateholders who are Proprietors, Copartners, Officers, Distribution Unit Managers, or Departmental Managers	\$5,000.00
Certificateholders who are in supervisory positions or who are Salesmen	4,000.00
Certificateholders who are in clerical positions with base monthly earnings of \$200.00 or more, or who are Mechanics	3,000.00
All other Certificateholders	2,000.00

Any increase in the amount of the Certificateholder's insurance in accordance with the Schedule of Insurance in the Group Policy, as outlined above, shall become effective as provided in the Group Policy, but in no case shall any increase become effective on a date on which the Certificateholder is not actively at work.

GROUP CERTIFICATE—LIFE INSURANCE

A MUTUAL LIFE
INSURANCE COMPANY

INCORPORATED BY
THE STATE OF NEW YORK



(HEREIN CALLED THE INSURANCE COMPANY)

JOHN TOOLE

(Name of person insured — herein called the Certificateholder)

Effective January 1, 1950

Account and Serial No. LA. 44-47

THELMA D. TOOLE

Beneficiary of record of the Certificateholder on the effective date of this certificate.

The Insurance Company certifies that under and subject to the terms and conditions of Group Policy No. 13500-G insuring Certificateholders who are in the service of

STEPHENS BUICK COMPANY, INC.

(HEREIN CALLED THE DISTRIBUTION UNIT)

the above-named Certificateholder is insured on the effective date of this certificate for \$4,000.00 of Life Insurance, which amount is subject to increase in accordance with the provisions of the Group Policy, as summarized in Section VI of this certificate.

The insurance evidenced by this certificate is subject in every respect to all of the provisions of said Group Policy No. 13500-G issued to General Motors Corporation, the Statutory Trustee-Policyholder. Certain provisions of the Group Policy relating to the Life Insurance are summarized on the following pages of this certificate. All relevant provisions of the Group Policy, whether mentioned or not, apply to the insurance evidenced by this certificate.

METROPOLITAN LIFE INSURANCE COMPANY,

Henry A. Lincoln
President.

Form G.3291
Nov. 1949
PRINTED IN U.S.A.

NOTICES TO THE CERTIFICATEHOLDER

This certificate is valuable to you and should be kept in a safe place known to you and to your Beneficiary.

This certificate is non-assignable and the insurance and benefits are non-assignable prior to a loss. The insurance does not at any time provide paid-up insurance, or loan or cash values.

No Agent has authority to accept or waive the required proof of a claim, nor to extend the time within which proof must be given.

If you should cease active service for any reason, you should find out immediately what arrangements, if any, can be made to continue your Group Insurance in force, and if it can be continued, what arrangements you should make to continue your contributions. If such arrangements cannot be made, or if made and your contributions subsequently stop, you should find out what rights, if any, you may have under the Group Policy.

The Group Policy provides that the Beneficiary may make arrangements with the Insurance Company whereby the amount of Life Insurance payable at the death of the Certificateholder will be retained by the Insurance Company and paid to the Beneficiary in instalments instead of in one sum. Information concerning such Optional Modes of Settlement may be obtained from the Insurance Company upon request.

The Home Office of the Insurance Company is located at 1 Madison Avenue, New York, New York, and the Head Offices at 600 Stockton Street, San Francisco, California, and 180 Wellington Street, Ottawa, Ontario, Canada.

SUMMARY OF PROVISIONS OF THE GROUP POLICY PRINCIPALLY AFFECTING THE CERTIFICATEHOLDER

SECTION I. INSURING CLAUSE

If the Certificateholder dies while in the service of the Distribution Unit and while insured under the Group Policy, the amount of Life Insurance in force on account of the Certificateholder at the date of his death shall be paid to the Beneficiary of record.

SECTION II. CESSATION OF INSURANCE

1. The Certificateholder's Life Insurance shall automatically cease on the last day of the calendar month during which he ceases active service with the Distribution Unit provided that,

- (a) if the Certificateholder ceases active service because of disability, his active service may, for the purposes of his Life Insurance, be deemed to continue until terminated by the Distribution Unit but in no case beyond the expiration of a period of two years following the date such active service ceased, or
- (b) if the Certificateholder ceases active service because of temporary lay-off or leave of absence, his active service may, for the purposes of his Life Insurance, be deemed to continue until terminated by the Distribution Unit but in no case beyond the expiration of a period of five months following the date such active service ceased.

2. If the Distribution Unit ceases to be qualified for insurance under the Group Policy the Certificateholder's Life Insurance shall automatically cease on the date specified in the Group Policy for such cessation.

3. The Life Insurance shall automatically cease upon the discontinuance of the Group Policy.

4. If the Certificateholder fails to make any contribution required by the Distribution Unit to the cost of his insurance under the Group Policy, such insurance shall automatically cease on the day immediately preceding the date on which such contribution was due and payable by the Certificateholder.

SECTION III. EXTENDED DEATH BENEFIT

1. If the Certificateholder, while insured under the Group Policy, becomes totally disabled as a result of bodily injury or disease so as to be wholly prevented thereby from engaging in any and every business or occupation and from performing any work for compensation or profit, and continues to be so totally disabled uninterruptedly beyond the date of cessation of his Life Insurance under the Group Policy and until the date of his death, and dies prior to his sixty-fifth birthday and (a) within a period commencing with the thirty-second day after the date of cessation of his Life Insurance and ending twelve months after the date of cessation of his Life Insurance, or (b) within a period, beginning with the thirty-second day after the date of cessation of his Life Insurance, equal to the time during which his Life Insurance under the Group Policy had been in force, whichever is less; then upon receipt of satisfactory proof of such death, the Insurance Company shall pay to the Beneficiary of record the amount of the Certificateholder's Life Insurance in force under the Group Policy at the date of cessation of his Life Insurance, provided that satisfactory proof that the Certificateholder was totally disabled uninterruptedly from the date of cessation of his Life Insurance to the date of his death is submitted to the Insurance Company within one year after the date of his death.

2. If an individual policy of Life Insurance has been issued in accordance with the provisions of the following Section IV, payment may be made under the provisions of this Section III only if such individual policy is surrendered to the Insurance Company without claim thereunder. In such case, any premiums paid on such individual policy shall be refunded by the Insurance Company to the Beneficiary of record of the Certificateholder with interest at such rate as the Insurance Company may declare.

SECTION IV. PRIVILEGE OF OBTAINING AN INDIVIDUAL POLICY OF LIFE INSURANCE

1. Upon written application made to the Insurance Company within thirty-one days after either

- (i) the date the Certificateholder's Life Insurance ceases due to his cessation of active service with the Distribution Unit, or
- (ii) the date the Certificateholder's Life Insurance ceases in accordance with the provisions of the Group Policy summarized in subsection 2 or 3 of Section II hereof, provided such date is five years or more after the effective date of the Certificateholder's insurance under such Policy, or under Group Policy No. 3200-G issued to General Motors Corporation by the Insurance Company if the Certificateholder was insured under said Group Policy No. 3200-G immediately prior to the date his insurance becomes effective under the Group Policy,

the Certificateholder shall be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits, subject to the following conditions and provisions:

- (A) such individual policy shall be upon one of the forms then customarily issued by the Insurance Company, except Term Insurance, and
- (B) the premium for such individual policy shall be the premium applicable to the class of risk to which the Certificateholder belongs and to the form and amount of the individual policy at the Certificateholder's attained age (nearest birthday) at the date of issue of such individual policy, and
- (C) the amount of such individual policy shall be equal to (or at the option of the Certificateholder less than) the amount of the Certificateholder's Life Insurance under the Group Policy on whichever of the dates specified in paragraphs (i) and (ii) above is applicable, except that if the Certificateholder's Life Insurance thereunder ceases in accordance with the provisions of the Group Policy summarized in subsection 2 or 3 of Section II hereof five years or more after the effective date of his insurance under the Group Policy, or under Group Policy No. 3200-G issued to General Motors Corporation by the Insurance Company if the Certificateholder was insured under said Group Policy No. 3200-G immediately prior to the date his insurance becomes effective under the Group Policy, the amount of such individual policy shall not exceed the lesser of

- (a) the amount of the Certificateholder's Life Insurance thereunder at the date of the cessation of such insurance, reduced by any amount of Life Insurance for which he may be or may become eligible under any Group Policy issued or reinstated by the Insurance Company or by any other insurer within thirty-one days after such cessation, and

(b) \$2,000.

2. Any individual policy of Life Insurance so issued shall become effective not earlier than the expiration of the thirty-one-day period during which application for such individual policy may be made. If, however, the Certificateholder dies during such thirty-one-day period, the Insurance Company shall pay to his Beneficiary of record, whether or not the Certificateholder shall have made application for such individual policy, the maximum amount of Life Insurance for which an individual policy could have been issued under the provisions described in this Section.

SECTION V. BENEFICIARIES

The Certificateholder may change his Beneficiary at any time upon written request accompanied by this certificate for endorsement.

If, at the death of the Certificateholder, there shall be more than one designated Beneficiary, then, unless the Certificateholder shall have specified the respective interests of such Beneficiaries, the interests of such Beneficiaries shall be several and equal.

If any designated Beneficiary shall die before the Certificateholder, the rights and interest of such Beneficiary shall thereupon automatically terminate. If, at the death of the Certificateholder, there be no designated Beneficiary as to all or any part of the Life Insurance, then the amount of Life Insurance payable for which there is no designated Beneficiary shall be payable to the estate of the Certificateholder, provided, however, that the Insurance Company may, in such case, at its option, pay such amount to any one of the following surviving relatives: wife, husband, mother, father, child or children, and payment to any one or more of such surviving relatives shall completely discharge the Insurance Company's liability with respect to the amount of insurance so paid.

The designation by the Certificateholder of a Beneficiary under an individual policy of Life Insurance issued in accordance with the provisions described in Section IV hereof, other than the Beneficiary of record of the Certificateholder under the Group Policy, shall effect a change of Beneficiary under the Group Policy to the Beneficiary of record under such individual policy, regardless of whether or not such change is endorsed on this certificate.