

**Lexington Fayette
Urban County
Government**

Group Contract

LG-76136-KY



THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

751 Broad Street
Newark, New Jersey 07102

Group Insurance Contract

Contract Holder: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Group Contract No.: LG-76136-KY

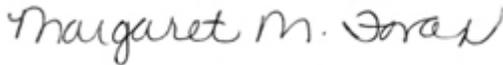
Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.



Secretary



Chief Executive Officer

Group Term Life and Accident Coverages

Group Contract Schedule

Contract Date: July 1, 1999 and restated as of January 1, 2012

Contract Anniversaries: January 1 of each year, beginning in 2013.

Premium Due Dates: The Contract Date, and the first day of the month beginning with February.

Governing Jurisdiction: Commonwealth of Kentucky

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Minimum Participation Number: 25

INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

Table of Contents (as of the Contract Date): The Group Contract includes these forms: Cover, Group Contract Schedule, Schedule of Premium Rates, General Rules, Modifications of the Group Contract, Schedule of Plans, Application.

Attest: *Jino Roda*

Schedule of Premium Rates

LG-76136-KY

Classes of Employees to which this Schedule applies:

All Classes

Applicable Coverage

All Coverages

Monthly Rate Per Employee

The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).

The premium may be adjusted during the term of the Group Contract to reflect changes to the commissions or fees paid to an insurance producer for the Group Contract, if any.

General Rules

A. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 45 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended. This limitation may not apply to any refund that is due to an Employee.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

C. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates:

- (1) As of any Premium Due Date; and
- (2) As of any date the extent or nature of the risk assumed is changed for any reason, including the reasons shown below:
 - (a) A change occurs in the plan design.
 - (b) A division, subsidiary or associated entity is added or deleted.
 - (c) The number of insured persons changes by 10% or more.
 - (d) A new law or a change in any existing law is enacted which applies to this plan.
 - (e) A change occurs in the Covered Classes.

But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates:

- for Life and Accident Coverages, within 48 months of the Contract Date.

Prudential will tell the Contract Holder when a change in the premium rates is made.

D. END OF THE GROUP CONTRACT OR OF AN INSURANCE.

During or at End of Grace Period - Failure to Pay Premiums: If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may write to Prudential, in advance, to ask that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the date requested, but in no event will it end before the date Prudential receives the written request from the Contract Holder.

On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Prudential may end the part of the Group Contract for Contributory or Non-contributory Employee Insurance or Dependents Insurance under a Coverage if one or more of the following conditions then exists for that part. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) less than 30% of the Employees who are eligible to request the insurance; or
- (3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.

On a Contract Anniversary: Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

E. AGE ADJUSTMENT.

If an age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.

(2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

F. EMPLOYEE'S CERTIFICATE.

Prudential will give the Contract Holder an individual certificate to give each insured Employee. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

G. RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder and of the Employer which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the Employee for that insurance.

H. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

I. MODIFICATION OF THE GROUP CONTRACT.

The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But, a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (1) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (2) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

J. OTHER GOODS AND SERVICES.

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation financial counseling services, will preparation services, employee assistance programs, identity theft services, bereavement counseling services, family care services, funeral concierge services, and travel assistance related services) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.

K. CONFORMITY WITH LAW.

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with the requirements of that law or regulation.

Modifications of the Group Contract

The Group Contract is modified to include the following section:

END OF EMPLOYMENT

An Employee's employment ends when the Employee is no longer actively at work on a full-time basis for the Employer. But, for insurance purposes, the Contract Holder may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time work. The Contract Holder decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Contract Holder must not discriminate among persons in like situations.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under a Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Contract Holder (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

TYPES OF ABSENCES AND TIME LIMITS:

For absence due to part-time employment, there is no time limit.

For absence due to disability, there is no time limit.

For absence due to temporary layoff the time limit is the end of the contract month following the contract month in which the absence from full-time work starts.

For absence due to leave of absence, there is no time limit.

Retirement is not an eligible type of absence.

EXCEPTIONS:

Basic Employee Term Life Coverage

An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

Optional Employee Term Life Coverage

An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

Schedule of Plans

Effective Date: January 1, 2012

Group Contract No.: LG-76136-KY

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

Covered Class:

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

Plan of Benefits that Applies to this Covered Class:

- (1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 2012; and
 - (b) Bearing the code "76136, BGL-OGL-BGL-BADD-OADD, Police-Fire Employees, Ed 1-2012, 34".
- (2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 2012; and
 - (b) Bearing the code "76136, BGL-OGL-DGL-BADD-OADD, Corrections Officers, Ed 1-2012, 35".
- (3) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
 - (a) With the Program Date of January 1, 2012; and
 - (b) Bearing the code "76136, BGL-OGL-DGL-BADD-OADD, Non-bargained Employees, Ed 1-2012, 36".

(4) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:

(a) With the Program Date of January 1, 2012; and

(b) Bearing the code "76136, BGL-OGL, Retirees, Ed 1-2012, 37".

The modifications to the Certificate described in the Notice To Employees:

(a) With an Effective Date of January 1, 2012; and

(b) Bearing the code "76136, PERM BNC, Closed Group Retirees, 01-01-2012,39".

(5) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:

(a) With the Program Date of January 1, 2012; and

(b) Bearing the code "76136, LIFE, Part time Employees Closed, Ed 1-2012, 38".

Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract No. LG-76136-KY

Applicant: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Address: 200 East Main Street
Lexington, Kentucky 40507

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT

(Full or Corporate Name of Applicant)

Dated at _____

By _____
(Signature and Title)

On _____, 20_____

Witness _____
(To be signed by Resident
Agent where required by law)

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