

STARMOUNT LIFE INSURANCE COMPANY

(called "We", "Our", and "Us")

8485 Goodwood Blvd. Baton Rouge, LA 70806

GROUP VISION INSURANCE MASTER POLICY

Underwritten by: Starmount Life Insurance Company
8485 Goodwood Blvd.
P.O. Box 98100
Baton Rouge, LA 70898-9100

Administrator: Starmount Life Insurance Company
P.O. Box 14389
Baton Rouge, LA 70898-4389

In return for the application, which is attached, and payment of premium as it becomes due, Starmount Life Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.

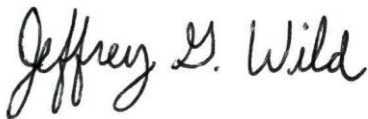
This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown on the Policy Schedule.

This Policy may be continued in force by payment of premium at the rates We establish until the insurance ends as provided.

The following are made part of this Policy: the provisions of the attached Certificates; all riders; all endorsements; and all amendments issued on and after the Effective Date.

This Policy is governed by the laws of the jurisdiction shown below.

POLICYHOLDER:	The Grand Rapids Red Project
GROUP POLICY NUMBER:	00820693
POLICY EFFECTIVE DATE:	October 1, 2019
ANNIVERSARY DATE:	October 1, 2021
JURISDICTION:	Michigan
PREMIUM DUE DATE:	1st of every Month
COVERAGE PROVIDED:	See Incorporated Certificate's Schedule of Benefits
INITIAL TERM:	24 Months



Jeffrey G. Wild, Secretary



Erich Sternberg, Chief Executive Officer

NON-PARTICIPATING

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PART I: PREMIUMS

A. PREMIUM SCHEDULE

Minimum Number of Insureds: 2

	Exam & Materials
Initial Premium Rate..... Member Only.....	\$6.19
..... Member and Spouse.....	\$12.40
..... Member and Child(ren).....	\$13.78
..... Member and Family.....	\$21.55

Initial Premium Rate is guaranteed from **October 1, 2019 to October 1, 2021.**

B. PAYMENT OF PREMIUMS: The premiums due under this Policy are payable in advance directly to Us at the Administrator’s Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy.

The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.

C. PREMIUM ADJUSTMENTS: When additional or increased insurance begins or insurance ends and such change is due to a change in the terms of this Policy, any adjustment in the premium will be made as of the date the change is effective. Otherwise, any adjustment in premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if premiums are payable other than monthly). Upon agreement between the Policyholder and Us, the mode of premium payment may be changed as of any Premium Due Date.

D. PREMIUM CALCULATION: The total premium for insurance coverage under this Policy is the sum of the premiums for each Insured.

E. CHANGES IN PREMIUM RATES: We have the right to change the premium rates on any premium due date after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in any 6 month period. We will notify the Policyholder in writing at least forty-five days before any increase in premium rates.

F. GRACE PERIOD: A Grace Period of 31 days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. The Policyholder will owe Us all premiums then due and unpaid including the premium for the Grace Period.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later.

The Policyholder will owe Us the pro-rata premium for the time the insurance was in effect during the Grace Period.

PART II: PROVISIONS SPECIFIC TO EMPLOYER GROUPS

A. DEFINITIONS: The following Definitions apply in addition to those contained in the attached Certificate:

1. **Active Employee** – Means an Actively At Work Employee of the Employer named as the Policyholder.
2. **Active Work and Actively at Work** – Means that the Active Employee is performing all of the usual and customary duties of his or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the Active Employee to travel.
3. **Retiree** – Means retirees ages 55-65 who have met the service requirements of the Policyholder.

B. CONTINUING INSURANCE ON ACTIVE EMPLOYEES ABSENT FROM WORK

Coverage may be continued on Active Employees absent from work subject to the following provisions. If an Active Employee is absent from work because of injury, sickness, approved leave of absence or temporary lay-off, or is placed on part-time employment, the Employer, acting on a basis which does not discriminate for or against any person, may consider the Active Employee as still employed until the Employer notifies Us differently or stops paying premiums for the Active Employee. However, in any event, insurance cannot be continued in this way for longer than the Maximum Continuation Period stated below.

FOR ABSENCE DUE TO:	MAXIMUM CONTINUATION PERIOD:
Temporary Lay-Off	N/A
Approved Leave of Absence	One Year
Part-Time Employment	N/A
Injury or Sickness	One-year periods, each of which begins on the Anniversary Date of this Policy, subject to the following conditions: <ol style="list-style-type: none">1. the first period begins on the date the Active Employee stops Active Work due to injury or sickness and ends on the next following Anniversary Date of this Policy (up to six months);2. request to continue insurance must be made by the Employer to Us within 31 days before each Anniversary Date.

PART III: WHEN INSURANCE UNDER THIS POLICY ENDS

By giving the Policyholder written notice at least 60 days in advance, We have the right to end coverage under this policy as follows:

1. We have the right to terminate all insurance under this Policy at the end of the Initial Term or on any Premium Due Date after participation drops below the following requirements:
 - a. When Members are not required to contribute to the cost of their own insurance, there must be 100% participation.
 - b. For groups of 2 to 9 Members, 100% participation is required in all circumstances for both Members and Eligible Dependents.

- c. For groups of 10 or more Members where benefits are funded by the Members, 20% participation is required in all circumstances for both Members and Eligible Dependents. A minimum of 10 must enroll.
 - d. Participation must not drop 25% or more from the participation on the original effective date.
2. We can terminate all Dependent insurance under this Policy as of any Premium Due Date if there are less than 100% of the Members who have Dependent insurance when the Member is not required to contribute to its cost.

All insurance or any part may be ended on any date by mutual agreement between the Policyholder and Us.

After the Initial Term, the Policy shall continue on a 12 month basis. It will automatically renew on the first day of each renewal period unless either We or the Policyholder has given to the other at least 60 days advance written notice of cancellation.

Insurance will end as provided above without the consent of, or notice to, any Insured Dependent or Beneficiary.

PART IV: GENERAL PROVISIONS

A. ENTIRE CONTRACT: The entire contract consists of:

1. this Policy;
2. the application of the Policyholder;
3. the provisions shown in the Certificate;
4. the Insured enrollment forms; and
5. riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.

A copy of the Policyholder's application is attached to this Policy on the date it is signed. All statements made in the applications, in the absence of fraud, are representations and not warranties. No statement made by an Insured under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured or to His Beneficiary, if any.

B. INCONTESTABILITY: This Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

C. CHANGES IN POLICY: The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.

D. CONFORMITY WITH LAW: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

E. POLICY NON-PARTICIPATING: This Policy is not entitled to share in the surplus earnings of Our company.

F. INFORMATION TO BE FURNISHED BY POLICYHOLDER: The Policyholder will furnish Us with all information which pertains to this Policy. Failure to furnish Us with such information without good and sufficient cause will permit Us to terminate this Policy. We may inspect at all reasonable times (while this Policy is in effect and thereafter until all rights and payments have been made) any records of the Policyholder which have a bearing on the insurance or premiums.

G. CLERICAL ERROR: Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

H. POLICYHOLDER NOT AGENT: The Policyholder will in no event be considered Our agent for any purpose under this Policy.

I. ASSIGNMENT: No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our Home Office.

J. INDIVIDUAL CERTIFICATES: We will issue to the Policyholder, to make available to each person insured under this Policy, a Certificate of insurance that describes the essential features of this Policy. The Certificate may be made available electronically. The word Certificate includes Certificate riders and Certificate supplements, if any.

K. ADDITIONAL INSUREDS: The following will be added to the group originally insured:

1. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
2. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.

L. LEGAL ACTIONS: No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

**STARMOUNT LIFE INSURANCE COMPANY
8485 GOODWOOD BOULEVARD, BATON ROUGE, LA 70806-7878
AMENDMENT
AGE LIMITS FOR COVERED DEPENDENT CHILDREN**

Attached to Policy/Certificate No.: 00820693

The Policy/ Certificate to which this Amendment is attached are amended as follows, unless already so stated:

Extension of Age Limit for Covered Dependent Children:

Coverage for any Covered Dependent child may be extended beyond any limiting age stated in the Policy/Certificate. This extension is available for any child, regardless of student status. Such coverage may be extended until the last day of the Calendar Year in which the child attains the age of 26.

(The limiting age will not apply to a child who, at the time of the limiting age, is incapable of self-support by reason of mental retardation, mental illness or disorder or physical handicap, provided the incapacitated child is unmarried and dependent on an individual insured under the Policy/Certificate.)

To extend coverage for a Covered Dependent to age 26 You must send Us a written notice of Your request and pay any additional required premium. This must be done within 31days after the dependent's limiting age stated in the policy/certificate to which this Amendment is attached.

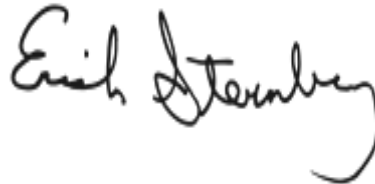
This Endorsement takes effect on October 1, 2019, and expires on the same date as the policy/certificate to which it is attached.

There are no other changes to the policy/certificate.

In witness whereof, the Company has caused this Amendment to be signed by its President and Secretary.



Secretary



President

