

**AMALGAMATED LIFE INSURANCE COMPANY
333 Westchester Avenue, White Plains, NY 10604**

**GROUP TERM LIFE INSURANCE
CERTIFICATE OF INSURANCE**

Effective Date of Certificate **May 1, 2019**
Certificate Holder's Name **Eligible Member**
Group Policyholder's Name **Avibra, Inc.**
Group Policy Number **26NJ09**
Group Policyholder's Address **33 Wood Avenue South, Suite 600, Iselin, NJ 08830**
Effective Date of Group Policy **May 1, 2019**

This is to certify that, subject to the terms of the Group Policy under which this Certificate is issued, you are insured for the benefits as shown in the Schedule of Insurance and described in this Certificate.

Insurance takes effect only if you are eligible for it.

It is not an insurance contract. The group insurance contract is held by the Group Policyholder. You may request to inspect it at the Policyholder's office during usual business hours.

Amalgamated Life Insurance Company certifies that it has issued Group Policy Number 26NJ09 and that the person named in this Certificate, and whose premium is paid, is insured for the benefits described, subject to the terms and conditions of the Group Policy. This Certificate provides valuable information about your benefit plan under the Group Policy.

This certificate is governed by the laws of New Jersey.



**Paul Mallen
President**

Individual Certificate Group Term Life Insurance

Read Your Certificate Carefully

Non-Participating

SCHEDULE OF INSURANCE

Effective Date of Certificate 05/01/2019
Certificate Number N/A
Certificate Holder's Name Eligible Member

This plan of Group Term Life Insurance provides You and/or your spouse and dependents benefits upon your death and/or death of your spouse and dependents and/or upon the occurrence of other contingencies as described in this Certificate.

BENEFITS

BASIC TERM LIFE INSURANCE

CLASS 1

Active Members
Ages 18 to 54

The initial benefit will be \$5,000
in increments of \$100 to a
maximum of \$50,000

Age Reduction

NONE – Coverage terminates on the
day the member turns age 55

Members benefit will increase based on length of time on plan. If member goes more than 30 consecutive days off the plan member's benefit will reset back to \$5,000.

Retiree, Dependent, Supplemental Life Insurances, and Waiver of Premium are not Provided by the Policy.

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DEFINITIONS

"We", "Us", "Our", "Company", "Life Insurance Company" means Amalgamated Life Insurance Company. Our Home Office Address is 333 Westchester Avenue, White Plains, NY 10604.

"You", "Your" means the Certificate Holder shown on Page 1.

"Individual", "Insured", "Insured Person" means the insured employee, retiree, spouse or dependent child.

"Certificate holder" means the insured employee or retiree.

"Policy", "Group Policy" means Group Policy issued to the Group Policyholder shown on page 1.

"Policyholder", "Group Policyholder" means the Group Policyholder to shown on page 1.

"Salary" means regular pay, not counting commissions, bonuses, overtime pay, or any other pay or fringe benefits.

"Eligible Employee" means a

A. "Non-Union" Employee is an employee performing work for the Policyholder provided that:

1. the Policyholder's regular employment records indicate that the employee worked for at least #of hours/weeks/days in at least two out of the three months preceding the date of death; and
2. an employee for whom the Policyholder is withholding income taxes and paying unemployment insurance benefit premiums

B. "Union" Employee is an employee performing work covered by the collective bargaining agreement, provided that:

1. the Employer is obligated to make contributions to the Fund for the purposes of obtaining Fund benefits for the employee;
2. the employee meets the Fund's criteria for eligibility for Fund benefits;
3. the Employer's regular employment records indicate that the employee worked in Covered Employment for at least #of hours/days/weeks per month in at least two out of the three months preceding the date of death; and
4. the Employer is withholding income taxes and paying for unemployment insurance benefits for the Employee.

"Actively at Work" means the Individual is performing the regular duties of employment on that day either at the Employer's place of business or at some location to which the Employee is required to travel for the Employer's business. Actively at Work includes each day of a regular paid vacation and each regular non-work day if the Employee was Actively at Work on the last preceding regular work day.

"Total Disability", "Totally Disabled" means the incapacity of the Insured resulting from injury or disease, to engage in any occupation for remuneration or profit.

“Spouse” also means a partner in any relationship that provides substantially all of the same rights and benefits of marriage, including but not limited to civil union partnerships.

“Married” also means partnered in any relationship providing substantially all of the same rights and benefits of marriage, including but not limited to civil union partnerships.

“Child” means a child of blood, marriage or civil union, or named in a court order duly entered who is over 14 days old and financially dependent on the employee for support.

“Financially Dependent” means that the employee is furnishing over one-half of the dependent’s total support as determined under the federal income tax laws and regulations.

“Full-time Student” means a student who is normally in daytime attendance without compensation at an educational institution not less than 12 hours per week or is otherwise a certified full-time degree candidate at an accredited college or university.

“Educational Institution” means an institution that maintains a regular faculty and curriculum and normally has a regular organized body of students in attendance where the educational activities are conducted.

ELIGIBILITY

I. APPLICABLE TO INDIVIDUALS

A. Subject to B., below

Each Individual, who is eligible for insurance under this plan on the date the policy becomes effective with respect to the class(es) of which he or she is a member, will be eligible on that date for the coverages in the policy's plan of insurance for such class(es).

Each other Individual will be so eligible on the day after the date he or she completes 30 Days of continuous service in an eligible class.

B. If an individual is not actively at work on the day he or she would normally become eligible, he or she will be eligible on the day that person resumes active work.

ELIGIBLE CLASSES

<u>CLASS</u>	<u>DESCRIPTIONS</u>
1	Active participating members. There is a 30 day waiting period before benefits will be paid. The member must be at least 18 years of age and under age 55 on date of application. Benefits terminate at age 55.

Members benefit will increase based on length of time on plan. If member goes more than 30 consecutive days off the plan the member's benefit will reset back to \$5,000

If the amount of any insurance under the policy is contingent upon the classification of an individual, and if at any time the individual's classification warrants an amount of insurance greater or less than that for which he is then insured, the amount of his insurance shall be increased or reduced to that warranted by his new classification on the date of change in the individual's classification, provided, however, that in any instance in which the individual is not actively at work on the date his insurance would otherwise be increased, the effective date of the increase in the individual's insurance shall be deferred until his return to active work.

For the purposes of the policy, a retroactive change in an Individual's rate of earnings shall be deemed to be effective on the day the change was actually determined.

EFFECTIVE DATES OF INSURANCE

APPLICABLE TO DEPENDENTS

If a dependent is eligible for coverage under the policy as an Individual, he or she will not be so eligible as a dependent. If an Individual and his or her spouse are both insured under the policy as employees, their children may be enrolled as dependents of one of the insured parents. Eligible children include the natural children and legally adopted children of the insured applicant.

If an Individual has dependents who are enrolled more than 31 days after they become eligible, such persons will not be insured until they satisfy Us of their good health. Each dependent may be asked to have a health examination at the Individual's expense.

In any other case, dependents will be insured:

- (a) on the day they become eligible, if the Individual enrolls for their insurance on or before the day they become eligible.
- (b) on the day the Individual enrolls them, if he or she enrolls for dependents' insurance within 31 days after the day they become eligible.

Except for a child at birth, if a dependent is confined to a hospital or other institution covered under the policyholder's plan on the day such person's insurance would normally begin, he or she will be insured on discharge.

An Individual's dependents will not be insured before the day his or her insurance begins.

INDIVIDUAL TERMINATIONS

Subject to any extension of coverage benefit, the insurance under the policy for an Individual ends when the first of the following events occurs:

- (1) the policy ceases.
- (2) the termination of the classes under which the Individual is a member.
- (3) premium payments for the insurance of the Individual cease.
- (4) the last day of the month in which the Individual's employment in the eligible class under the policy ends. His or her employment will be deemed to end when he or she stops active work, except that, in the event of a temporary lay-off or leave of absence, the insurance will continue but not beyond 31 days in which the lay-off or leave of absence begins.

If the Group Policy is discontinued, any waiver of premium in effect on an Individual insured will not terminate. Premiums will continue to be waived in accordance with the terms and conditions of the waiver of premium rider.

Continuation of Coverage During Period of Total Disability

If you are no longer considered actively at work due to total disability, you may continue your coverage under the group policy by timely payment to the Policyholder of that portion, if any, of the premium that would have been required from you had total disability not occurred. The continuation shall be on a premium paying basis for a period of 6 months from the date total disability started. Coverage will end on the earliest of:

1. 6 months after the date your coverage would otherwise have ended;
2. the date group policy ends or is discontinued.

GENERAL PROVISIONS

CONTRACT

The entire contract is made up of the policy, the policyholder's application attached to the policy, the certificate of insurance, any enrollment form and any evidence of insurability form completed by you or any insured individual.

All statements made by you will be deemed representations and not warranties. No statement made by you or any insured shall be used in any contest of this insurance unless a copy of the signed instrument containing the statement is given to you or your beneficiary.

INCONTESTABILITY

This certificate will not be contested after it has been in force for two years from the earlier of its date of issue or Certificate effective date, except for the failure to pay premiums.

A statement made by an insured as to his or her insurability may be used to contest the validity of the insurance with respect to which the statement was made, if: 1) the statement is in writing and is signed by the insured; and 2) a copy of such statement is or has been furnished to the insured or the insured's beneficiary. Such statement may not be used to contest the validity of such insurance after it has been in force prior to the contest for two years during the lifetime of the insured.

BENEFICIARY

The beneficiary of the individual's insurance for loss of life, including those with respect to accidental death, if any, will be the person(s) named by the insured as shown on the records kept by the Company on the policy. The insured may change such beneficiary at any time by giving written notice to us. Such change will take effect on the date the notice is signed, without prejudice to us, because of prior payment made in good faith based on our records. If there is no named beneficiary, as to any part of the benefits, living at the date of death of the insured, that part will be paid in a lump sum to the Executors or Administrators of the insured's estate, or at our option, to the survivors in the first surviving class of those that follow:

- a. spouse, b. children, equally c. parents, equally d. brothers and sisters, equally

If no beneficiary survives, benefits will be paid in a lump sum to the insured's estate.

If any benefit under the policy becomes payable to an Insured's estate, a minor, or any person who, in Our opinion, is not competent to give a valid release, then We, at Our option, may make payment to any one or more of the following:

- a. a person who has assumed the care and support of the Insured or beneficiary;
- b. a person who has incurred expenses not to exceed \$500 as a result of the Insured's last illness or death;
- c. the personal representative of the Insured's estate;
- d. any person related by blood, marriage or civil union to the Insured.

Any payment we make shall discharge us from liability to the extent of that payment. We are not obligated to see that the payment(s) are properly used.

Death benefit proceeds shall be paid to the beneficiary in one lump sum in the amount specified in the Schedule of Benefits.

The Insured may elect to have all or any part of the insurance for loss of life paid out to the beneficiary in installments or in any other way that may be agreed to by Us. To elect, the Insured must give notice to Us in writing. The Insured will have the right to change such election. The terms of payment will be in accordance with those offered by Us for the insurance at the time election is made.

After the Insured's death, the beneficiary:

- (a) may make such an election, if the insured had not done so; and
- (b) may name person(s) to receive any amount which, if no person(s) were so named, would go to the beneficiary's estate; and
- (c) will have the right to change the person(s) name in accord with (b).

Two or more beneficiaries in the same class shall share equally unless otherwise provided.

MISSTATEMENT OF AGE

If the age of an insured has been misstated there will be a fair adjustment of premium. If the benefit for the insured is based on age, there will be an adjustment of benefit to that amount which the premium being paid would purchase at the correct age.

We have the right to require satisfactory proof of age.

ASSIGNMENT

We will not be bound by any assignment of the policy by you unless:

- 1. it is in writing and
- 2. it is filed at our Home Office

We will not be responsible for the validity of any assignment.

CLAIMS OF CREDITORS

To the extent allowed by law, benefits will be exempt from creditors

NON-PARTICIPATING

The policy is non-participating. You are not entitled to participate in Company profits.

LIFE INSURANCE

PART 1. DEATH BENEFIT

When we receive at our Home Office, due proof of the death of an Insured Individual or Dependent who is insured under the policy for this coverage, we will pay the amount for which his or her life is insured as shown in the Schedule of Insurance. Payment will be made to the beneficiary in accordance with the terms of the policy. In no case will payment be made later than 60 days after our receipt of due proof of death.

If a claim or any part of a claim is denied or requires additional review, we will notify the claimant, in writing, within 45 days following our receipt of due proof of death. Such notice will state the reasons for review or denial of the claim. Payment or denial of the claim will be made within 90 days of our receipt of any additional information. Any payment not paid when due will bear interest at an annual rate equal to the average rate of return of the State of New Jersey Cash Management Fund, established pursuant to section 1 of P.L.1977, c. 281 (C.52:18A-90.4), for the preceding fiscal year, rounded to the nearest one-half percent.

PART 2. CONVERSION

An Insured Individual or Dependent may elect to buy an individual life insurance policy if his or her Life Insurance is reduced or ends because of:

- 1) termination of employment;
- 2) termination of membership in the class or classes eligible for coverage under the policy;
- 3) termination of the policy;
- 4) attainment of a particular age;
- 5) change in class; or
- 6) amendment of the policy.

No evidence of good health will be required for the conversion policy. The conversion policy may be on any of the forms We then issue, except:

- 1) it may not provide term insurance except as stated below;
- 2) it may not provide benefits for disability;
- 3) it may not provide extra benefits for accidental death;
- 4) it must meet Our issue rules as to amount and age.

The person may choose to have the conversion policy preceded by term insurance for not more than one year with premiums payable at the same frequency as for the conversion policy.

The person must apply to Us and pay the first premium for the conversion policy. If the person is notified of the right to convert within 15 days before or after the change in Life Insurance, this must be done within 31 days of the change. Then the conversion policy will take effect 31 days after the change. If the person is not notified in that period, the time to apply to Us is extended to the earlier of 45 days after notice is given or 90 days after the change. Then the conversion policy will take effect on the later of 31 days after the change or when the first premium is paid.

The premium for the conversion policy will be based on:

- 1) attained age,
- 2) class of risk, and
- 3) amount of the policy.

The amount of the conversion policy may not exceed:

- 1) the amount for which the person was covered under the policy, less
- 2) any amount for which the person is eligible under the policy or becomes eligible under any other group policy in the 31 days after the change.

If the person dies within 31 days after the change, We will pay to the beneficiary, in accordance with the terms of the policy, the amount of the life insurance that could have been converted.

No payment will be made if: (i) at the death of the Dependent he or she is eligible for life insurance under the policy as an Individual, or (ii) at the date of a child's death, he or she is Married or has reached the age limit.

The incontestability period does not start anew, but is effective as of the date the original group policy coverage was issued.

AMALGAMATED LIFE INSURANCE COMPANY
333 Westchester Avenue, White Plains, NY 10604

Amalgamated Life Insurance Company (“we”, “us”, “our”) has issued this Rider as part of the Certificate to which it is attached. The effective date of this Rider is October 1, 2019. Except as shown in this Rider, the provisions of the Certificate will prevail.

PLEASE READ THIS RIDER CAREFULLY.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT RIDER

WHAT IS COVERED

We will pay the applicable benefit amount for an accidental death or dismemberment resulting from accidental bodily injury incurred by the Insured while this Rider is in force. Payment is subject to receipt of due proof of the Accidental Death [or Dismemberment] of the Insured. The Loss must have occurred within **90** days after the accident causing such Loss.

All benefits other than for loss of life will be paid to the Individual. Benefits for loss of life will be paid to the Insured’s beneficiary.

The amount shown in the Schedule of Insurance for Accidental Death & Dismemberment is paid for loss of:

Life	Any two or more:
Both hands or both feet	One foot,
Sight of both eyes	One hand,
	Sight of one eye

50% the amount shown in the Schedule of Insurance is paid for loss of:

One hand or
One foot or
Sight of one eye

Loss means a) severance of hand or foot at or above the wrist or ankle joint; b) the total and irrecoverable loss of sight.

If more than one loss is suffered in any one accident, payment will be made only for the loss with the largest benefit. Payment will be made only for the loss that results from the accident without regard to any former loss.

NOT COVERED

No benefits will be paid for loss resulting from or caused directly or indirectly by:

1. Sickness, disease or bodily infirmity. (This does not include bacterial infection which results from an accidental cut or wound or accidental ingestion of a poisonous food substance;
2. Intoxication or being under the influence of any narcotic unless administered or consumed on the advice of a physician;
3. Intentionally self inflicted injury, while sane or insane;
4. Suicide or attempted suicide, while sane or insane;
5. Injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft except while a fare-paying passenger in any aircraft then licensed to carry passengers;
6. Commission of or participation in a felony.

NO RIGHT TO CONVERT

The coverage provided by this rider may not be converted.

NOTICE OF CLAIM

Written notice of the event on which claim is based must be given to us at our Home Office no later than thirty days after the loss for which claim is made. Late notice will be accepted if it is shown to have been furnished as soon as it is reasonably possible; in the absence of any adequate explanation, a late processing fee up to \$500 may be charged against benefits payable.

On receipt of such notice we will furnish forms for filing proof of claim. If the claimant has not received such forms within fifteen days after our receipt of notice, that person can fulfill the terms of the policy as to proof of claim by giving written proof of: (1) the occurrence of the loss; (2) the nature of the loss; and (3) the extent of the loss.

Such proof must be given within the time stated in "PROOF OF CLAIM" below.

PROOF OF CLAIM

Written proof of claim must be given to us at our Home Office on our forms within ninety days after the date of loss for which claim is made.

Late proof will be accepted if it is shown to have been furnished as soon as it is reasonably possible.

PAYMENT OF CLAIMS

On receipt of due proof of claim: (1) benefits for loss of life will be paid in accordance with the terms of the policy; and (2) all other benefits will be paid to the Insured In no case will payment be made later than 60 days after our receipt of due proof.

Termination of the group policy or termination of an insured's coverage under the group policy will not prejudice the settlement of any claim for loss where the accident causing such loss occurred on or before the date of termination of the policy or termination of the insured's coverage.

EXAMINATIONS

We, at our own expense, have the right to have a doctor examine any Insured when we deem it reasonably necessary while there is a claim pending under the policy. We also have the right to make an autopsy in case of death where the law does not forbid it.

LEGAL ACTIONS

No one may sue for payment of claim: (1) less than sixty days after due proof of claim is furnished; or (2) more than three years after the date proof of claim is required by the rider.

A handwritten signature in black ink, appearing to read 'Paul Mallen', with a long horizontal flourish extending to the right.

Paul Mallen
President