



KANSAS CITY LIFE INSURANCE COMPANY

Broadway at Armour / Box 219139 / Kansas City, Missouri 64121-9139
Telephone: (816) 753-7000
Web Site: www.kclife.com

PRIVACY NOTICE

This notice describes the privacy rules the Kansas City Life Group of affiliated companies follow with respect to the non-public personal information of its customers. We follow these rules for both current and former customers.

The affiliated companies are:

- Kansas City Life Insurance Company, Old American Insurance Company and Sunset Life Insurance Company of America, which are life insurance companies;
- Sunset Financial Services, Inc., a broker dealer; and
- KCL Service Company, an insurance agency.

As we provide products and services to you, we may collect certain information. This may include information:

- That you give us on applications and other forms;
- About your transactions with us; such as, the kinds of products you buy and your payment history.
- Or that we receive from outside sources; such as, a consumer reporting agency and health care providers.

We do not sell your non-public personal information to third parties. Each affiliated company will only disclose its customers' non-public personal information:

- among the other affiliates;
- to provide services to its customers;
- to administer its business;
- to market products; and
- as allowed by law.

We may disclose customers' non-public personal information to our agents. We may also disclose it to others to provide service, to help us market our own products or to establish retained asset accounts for settlement proceeds or benefits. We will require in writing that your information be kept confidential. We will also require in writing that the information must be used only for the reason we disclosed it. This includes information we get from a consumer reporting agency. If we ever change this policy, we will give you a chance to opt out.

Sometimes we acquire medical information about our customers. We may need this information to process a claim or issue a policy. We will only disclose medical information to:

- administer our business;
- perform services and transactions you ask for;
- comply with laws and regulations; and
- as you or your representative approve.

There are federal rules which may apply to use and disclosure of your personal health information if you are covered by a health insurance policy or group dental or vision insurance plan. In these cases you will receive a separate notice.

We have security controls in place to protect your non-public personal information. We limit use of our customers' information to our employees who need such information to do their jobs, and to outside entities as required or permitted by law. We also have physical and electronic safeguards that are intended to assure the privacy of your non-public personal information.

You may review the information we have on file about you. If you think it is wrong, you may ask for a change. If we agree, we will make the change.

We have the right to change our privacy rules. If we do that, we will send a written notice to all customers who may be affected by the change.

Notice Concerning Coverage Limitations and Exclusions Under the Life and Health Insurance Guaranty Association Act

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Missouri Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Missouri Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Missouri. You should not rely on coverage by the Missouri Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

YOU MAY CONTACT EITHER THE ASSOCIATION OR THE MISSOURI DEPARTMENT OF INSURANCE AT THE FOLLOWING ADDRESSES SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.

**The Missouri Life and Health Insurance Guaranty Association
994 Diamond Ridge, Suite 102
Jefferson City, MO 65109**

**Missouri Department of Insurance
PO Box 690
Jefferson City, MO 65102-0690**

The state law that provides for this safety-net coverage is called the Missouri Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's right or obligations under the act or the rights or obligations of the guaranty association.

(Continued on Reverse Side)

Generally, persons will be covered if they live in this state, and hold a life or health insurance contract or annuity, or a certificate under a group policy or contract. However, not all individuals with a right to recover under life or health insurance policies or annuities are protected by the Act. A person is not protected when:

- the person is eligible for protection under the laws of another state;
- the person purchased the insurance from a company that was not authorized to do business in this state;
- the policy is issued by an organization which is not a member insurer of the association; or
- the person does not live in this state, except under limited circumstances.

Additionally, the Association may not provide coverage for the entire amount a person expects to receive from the policy. The Association does not provide coverage for any portion of the policy where the person has assumed the risk, for any policy of reinsurance (unless an assumption certificate was issued), for interest rates that exceed a specified average rate, for employers' plans that are self-funded, for parts of plans that provide dividends or credits in connection with the administration of policy, or for unallocated annuity contracts (which are generally issued to pension plan trustees).

The Act also limits the amount the Association is obligated to pay persons on various policies. The Association does not pay more than the amount of the contractual obligation of the insurance company. The Association does not have to pay more than three hundred thousand dollars (\$300,000) in death benefits for any one life regardless of the number of policies that insure that life. The Association does not have to pay amounts over one hundred thousand dollars (\$100,000) in cash surrender or withdrawal benefits on one life regardless of the number of policies insuring that individual. For health insurance benefits, the Association is not obligated to pay over one hundred thousand dollars (\$100,000) including net cash surrender and withdrawal benefits. On an annuity contract, the Association is not liable for over one hundred thousand dollars (\$100,000) in present value. Finally, the Association is never obligated to pay more than a total of three hundred thousand dollars (\$300,000) for any one insured for any combination of insurance benefits.



**KANSAS CITY LIFE
INSURANCE COMPANY**

**Group Life Insurance Policy
Nonparticipating**

POLICYHOLDER
Fine Laboratories, Inc.

JURISDICTION OF ISSUE
Missouri

POLICY NUMBER
21619

POLICY EFFECTIVE DATE
July 1, 2012

Kansas City Life Insurance Company, in consideration of the application of the Policyholder and the payment of premiums as due, agrees to provide the group insurance benefits according to the provisions on this and the following pages with respect to Insured Individuals and their eligible Child(ren) and Spouses in eligible classes.

This policy is issued and accepted subject to all the terms set forth on this page and on the subsequent pages, which are hereby made a part of this policy. This policy is delivered in the Jurisdiction of Issue and is governed by the laws of that Jurisdiction.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425, Toll Free 1-800-821-6164.

Secretary

President, CEO and Chairman

READ THIS POLICY CAREFULLY

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Section 1. Policy Data

Policyholder

Fine Laboratories, Inc.

Employer

Fine Laboratories, Inc.

Subsidiaries, Divisions or Affiliates

None

Classes of Eligible Individuals

Class 1: All full-time active employees working at least 40 hours per week

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time employees.

Waiting Period

Current Individuals -

90 Days

(For Employees hired on or before the policy effective date):

New Individuals -

90 Days

(For Employees hired after the policy effective date):

After completing the probationary waiting period, the first of the month effective date applies.

Section 2. Benefit and Premium Schedule

Classification of Individual

All full-time active employees working at least 40 hours per week

Amount of Life & Accidental Death and Dismemberment Insurance*

Amount elected by the Employee on the Enrollment Form, as approved by the Company, in \$10,000 increments, a minimum of \$20,000, and a maximum of \$100,000 or 5 times Annual Salary, whichever is less.

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time employees.

Guaranteed Issue Amount is the lesser of 5 times Annual Salary or \$100,000 for Employee under the age of 70. If the Employee is age 70 or over, the Guaranteed Issue Amount is \$25,000. Amounts in excess of the Guaranteed Issue Amount require satisfactory evidence of insurability as deemed by Kansas City Life.

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at the Insured Individual's Retirement from the Policyholder.

Spouse Life & AD&D Insurance

The amount, if any, elected by the Employee on the Enrollment Form, as approved by the Company. Increments of \$5,000, minimum of \$10,000, maximum of \$50,000 or one half of the Insured Individual's elected amount, whichever is less.

Guaranteed Issue Amount is \$50,000; amounts in excess of \$50,000 require satisfactory evidence of insurability as deemed by Kansas City Life.

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at the attainment of age 70 or the Insured Individual's Retirement from the Policyholder whichever occurs first.

Child(ren) Life & AD&D Insurance

The amount, if any, elected by the Employee on the Enrollment Form, as approved by the Company.

14 days to 6 months of age:\$1,500.

6 months of age and over: Increments of \$2,500, minimum of \$2,500 maximum of \$10,000 or one half of the Insured Individual's elected amount, whichever is less.

Initial Monthly Premium Rate Table*

Insured Individuals Age 29 and under	\$0.10 per \$1,000
30 - 34	\$0.13 per \$1,000
35 - 39	\$0.17 per \$1,000
40 - 44	\$0.24 per \$1,000
45 - 49	\$0.34 per \$1,000
50 - 54	\$0.52 per \$1,000
55 - 59	\$0.78 per \$1,000
60 - 64	\$1.07 per \$1,000
65 - 69	\$1.85 per \$1,000
70 - 74	\$3.16 per \$1,000
75 - 79	\$11.61 per \$1,000
Age 80 and over	\$11.61 per \$1,000

*Spouse rate based on Employee's age.

\$0.65 per unit of Dependent Child(ren) Life Insurance (unit equals \$1,500 for Child 14 days to 6 months and \$2,500 for Children over 6 months of age).

Contributions from Insured Individuals are required.

Waiver of Premium is included.

Accelerated Death Benefit is included.

*AD & D includes the following riders:

Seat Belt/Air Bag Benefit

Repatriation Benefit

Section 3. Definition of Certain Terms

For the purpose of this policy, the following terms have the meaning given below. As you read this policy, refer back to these definitions.

3.1 Company

Kansas City Life Insurance Company, a Missouri corporation, whose Home Office is 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425 and telephone number is 816-753-7000.

3.2 Covered Person

All individuals whose insurance is in force under the policy, including any Spouse and Child(ren), as defined.

3.3 Employee

A person who works the minimum number of regularly scheduled hours for the Employer indicated in Section 1, Policy Data. This specifically excludes a Retired Employee. An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer. Owners, partners, and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.

3.4 Employer

The Employer and covered Subsidiaries, Divisions, or Affiliates indicated in Section 1 Policy Data.

3.5 Enrollment Form

A form provided by or acceptable to Kansas City Life, which may be used for the purpose of collecting coverage information from the Employee.

3.6 Insured Individual

An Employee of the Policyholder's organization whose insurance is in force under the terms of this policy.

3.7 Policyholder

The entity to which this policy is issued.

3.8 Retirement, Retired means the earlier of the following:

- 1) the date an Insured Individual's retirement pension benefits commence under any law of federal state, county, or municipal retirement system if such pension benefits include any credit for employment with the Policyholder;
- 2) the date an Insured Individual's retirement pension benefits commence under any plan which the Policyholder sponsors, makes or has made contributions to; or
- 3) the date an Insured Individual's retirement benefits commence under the United States Social Security Act, or under any similar plan or act.

Section 4. Benefit Provision

4.1 The Benefit

Upon the death or dismemberment of a Covered Person, the Company will pay the amount of insurance as elected on the Insured Individual's Enrollment Form and approved by the Company. The death benefit will be payable to the Beneficiary of record. All dismemberment benefits will be paid to the Insured Individual. Benefits will be payable after the Company receives satisfactory proof and any required claim forms.

To the extent permitted by law, the policy benefits are not subject to any claims of the creditors of a Covered Person or any Beneficiaries.

Section 5. Eligibility and Effective Dates

5.1 Eligible Classes

The classes of individuals eligible for insurance are shown in Section 2. Any changes in eligible classes must be reported to and approved in writing by the Company.

5.2 Eligibility Date

An individual in an eligible class becomes eligible for coverage on the later of:

- 1) the policy effective date; or
- 2) the date the individual completes any applicable waiting period.

The waiting period as shown in Section 1 is the time period that an individual must be either employed by the Policyholder and actively-at-work or a member of the Policyholder group before being eligible for insurance.

5.3 Open Enrollment

All open enrollments or resolicitations require the Company's prior written approval.

Section 6. Premium Provisions

6.1 Payment

The first premium must be paid before this policy becomes effective. All future premiums are payable to the Company or to a representative authorized to receive premiums. Each premium must be paid on or before the premium due date. The premium due date will be the day of the month that corresponds numerically with the policy anniversary date.

6.2 Method of Premium Payment

Premiums will be payable monthly unless the Policyholder and Kansas City Life agree on another method of premium payment. Upon written request of the Policyholder and approval by the Company, the method of premium payment may be changed on any policy anniversary.

6.3 Changes in Premium Rates

Premium rates are subject to change according to the terms of this policy.

Premium rates may be changed any time:

- 1) this policy is amended to change the eligibility and/or benefits; or
- 2) a subsidiary, division or affiliate is added to or deleted from this policy; or
- 3) when the number of Insured Individuals changes by 25% or more from the number of Insured Individuals on the policy's effective date.

Kansas City Life may determine that a premium rate change is necessary for reasons other than in (1), (2), or (3) above. However, such a rate change will not be made during the first 36 months or occur more often than once in any 6-month period.

Kansas City Life will provide written notification of any increase in premium rates to the Policyholder at least 31 days prior to the effective date of the increase unless the Policyholder and Kansas City Life both agree otherwise.

Premiums for insurance that becomes effective after the Effective Date of this policy will be charged from the:

- 1) premium due date if it is the same as the Insured Individual's effective date of insurance; or
- 2) next premium due date after the Insured Individual's effective date of insurance, if not the same.

Premium charges for any insurance that is terminated will cease on the:

- 1) premium due date if it is the same as the termination date; or
- 2) next premium due date after the termination date, if not the same.

The above manner of charging premiums will not extend insurance coverage beyond a date it would have otherwise terminated.

6.4 Monthly Statement

A monthly statement will be prepared as of the premium due date reflecting the premium payable. This monthly statement will reflect any premium charges and credits due to changes in the number of Insured Individuals and changes in the coverage status of Insured Individuals that took place prior to the premium due date. The Policyholder must remit payment as billed. Any credits or other adjustments will appear on the next bill.

If the plan is self-billed by the Policyholder or its third party administrator, the Policyholder or administrator is responsible for maintaining the plan enrollment records and must report eligibility changes to Kansas City Life each month as of the premium due date. Paid premium must support and match the reported eligibility changes. This includes enrollment record information for additions to the plan, terminations and enrollment status changes that are necessary for Kansas City Life to properly credit premium payments and adjudicate claims.

6.5 Time Limit on Premium Adjustments

Except for misstatement of facts or fraud:

premium adjustments, refunds, or charges:

- 4) will be made for the current policy year; and
- 5) will not cover any period prior to the start of the last full policy year.

In the event of misstatement of facts or fraud, the Company reserves the right to adjust premium at any time.

6.6 Grace Period

A grace period of 31 days will be granted the Policyholder for the payment of each premium due after the first premium. This policy will continue in force during the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force. If the Policyholder has given written notice in advance of an earlier date of termination, this policy will terminate as of the earlier date.

Section 7. Termination Provisions

7.1 Termination of the Policy

Termination of this policy, for any reason, will not prejudice any claim originating prior to termination.

7.2 Termination for Non-Payment of Premium

If any premium is not paid before the end of the grace period, this policy will automatically terminate at the end of the grace period.

7.3 Termination by the Policyholder

The Policyholder may terminate this policy by giving written notice to the Company at least 31 days in advance. However, termination will not become effective during any period for which a premium has been accepted by the Company.

7.4 Termination by the Company

The Company reserves the right to terminate this policy:

- 1) if the number of individuals insured is fewer than 10;
- 2) if fewer than 20% of the individuals eligible for any contributory insurance are participating;
- 3) if fewer than 100% of the individuals eligible for any non-contributory insurance are participating;
- 4) at anytime by giving written notice to the Policyholder at least 31 days in advance;
- 5) the Policyholder fails to promptly furnish any information which the Company may reasonably require; or
- 6) the Policyholder, without good and sufficient cause, fails to perform its duties pertaining to this policy.

The Company will give written notice of termination to the Policyholder at least 31 days in advance unless the Policyholder and the Company both agree otherwise in writing.

7.5 Termination of a Covered Person's Insurance

All insurance provided for a Covered Person will terminate at 11:59 p.m. on the earliest of the following:

- 1) on the date this policy terminates;
- 2) on the date a Covered Person ceases to be in an eligible class;
- 3) on the date employment terminates. This will be the date the Insured Individual ceased active work. Accrued vacation and/or sick days will not extend termination date; or
- 4) at the end of the period for which the Insured Individual has made any required contribution.

Section 8. General Provisions

8.1 Entire Contract

The contract consists of:

- 1) this policy;
- 2) the attached Policyholder application;
- 3) the certificate;
- 4) any endorsements, amendments or riders; and

5) any individual applications.

Further, in regard to applications:

- 1) statements made are representations not warranties;
- 2) no statement made in applying for this policy will make it void unless it is in a written application; and
- 3) no statement made by an individual in applying for insurance coverage under this policy will reduce benefits or be used as a defense unless it is in a written and signed application.

8.2 Contract Changes

This policy may be changed at any time by written agreement between the Company and the Policyholder without the consent of any other person.

No change or waiver of any provisions of this policy will be valid unless signed by a Company officer and endorsed or attached to this policy. No agent, broker or other person has authority to change or waive any provision of this policy.

8.3 Individual Certificates

A certificate is a document which summarizes the benefits provided to a Covered Person by this policy. The Company will issue to the Policyholder a certificate to be given to each Insured Individual which will state:

- 1) the insurance to which a Covered Person is entitled; and
- 2) the main policy provisions affecting a Covered Person.

The certificate is a part of the policy and will explain the important features of the policy.

8.4 Furnishing of Information - Access to Records

The Policyholder will furnish at regular intervals to the Company:

- 1) information relative to individuals:
 - a) who qualify to become insured;
 - b) whose amounts of insurance change; or
 - c) whose insurance terminates; and
- 2) any other information needed to administer this policy.

The Policyholder's records which, in the Company's opinion, have a bearing on the insurance will be made available for inspection by the Company at any reasonable time.

8.5 Legal Actions

A Covered Person or an authorized representative may not start any legal action:

- 1) sooner than 60 days after the claim form or proof is sent to the Company; or
- 2) later than ten years after the claim form or proof of loss is due.

8.6 Misstatement of Facts

If relevant facts about any Covered Person were not accurate:

- 1) an adjustment of premium will be made; and
- 2) the accurate facts will decide whether, and in what amount, benefits are payable under this policy.

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit shown in Section 2 is dependent upon a Covered Person's age, the amount of the benefit will be the amount a Covered Person would have been entitled to if the correct age were known.

8.7 Time Limit on Certain Defenses - Incontestability

Except for nonpayment of premium, after this policy has been in force two years from its effective date, no Policyholder statement will be used to void this policy. No statement by any individual on a written application for insurance will be used to reduce or deny a claim after the individual's insurance coverage, with respect to which claim has been made, has been in effect two years or more during the Insured Individual's lifetime.

8.8 Conformity with State Statutes

Any policy provision that is in conflict with state laws where the Policyholder is domiciled on its effective date is amended to conform to the minimum requirements of the law.

8.9 Agency

For all purposes of this policy, the Policyholder acts as the Insured Individual's agent. Nothing herein shall be construed to make the Policyholder the agent of the Company.

**GROUP LIFE INSURANCE POLICY
NONPARTICIPATING**

If you have any questions concerning this policy or if anyone suggests that you change or replace this policy, please contact your agent or the Home Office of the Company.



**KANSAS CITY LIFE
INSURANCE COMPANY**

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PO Box 219425
Kansas City, MO 64121-9425
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