



FIDELITY SECURITY LIFE INSURANCE COMPANY®

3130 Broadway
Kansas City, Missouri 64111-2406
Phone 800-648-8624
A STOCK COMPANY
(Herein Called "the Company")

POLICY NUMBER: VC-146

POLICYHOLDER: DGMB Casino, LLC, d/b/a Resorts Casino Hotel

STATE OF ISSUE: New Jersey

POLICY EFFECTIVE DATE: January 1, 2022

POLICY ANNIVERSARY DATE: January 1 of the following year and each January 1 thereafter

Fidelity Security Life Insurance Company agrees to pay the benefits provided by the Policy in accordance with its terms and conditions.

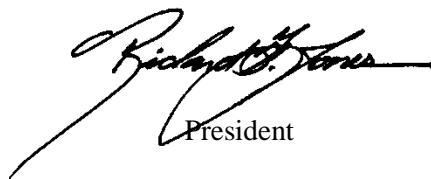
The Policy is issued in consideration of the Policyholder's application (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy may be modified by mutual agreement between the Policyholder and the Company.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary

GROUP VISION INSURANCE POLICY
THIS IS A LIMITED BENEFIT POLICY
Please read the Policy carefully.

PREMIUMS

Premiums are payable in advance by the Policyholder. The first premium is due on the effective date of the Policy. Subsequent premiums are due on the first day of each calendar month thereafter.

The required premium due on each premium due date is the sum of the premiums for all Insureds and their Dependents covered under the Policy. The premiums due will be determined by applying the premium rates then in effect for each plan provided by the Policy to the number of Insured Persons. All premiums are payable to the Company at the Company's home office or to any of the Company's authorized agents.

The premium due may be adjusted due to a change in insurance as requested by the Policyholder or as required by the Company as follows:

1. if an amount of insurance is added or increased during a calendar month, premiums will be increased as of the date the change becomes effective, unless otherwise mutually agreed;
2. if an amount of insurance is deleted or decreased during a calendar month, premium will cease or be decreased at the end of the calendar month in which the deletion or decrease occurred, unless otherwise mutually agreed;
3. if the Policyholder's contribution percentage is changed, premium will be adjusted at the end of the calendar month in which the change occurred, unless otherwise mutually agreed; or
4. if the number of eligible employees increases or decreases by more than 10% premium will be adjusted at the end of the calendar month in which the increase or decrease occurred, unless otherwise mutually agreed.

If premiums are due the Company or premium refunds are due the Policyholder as a result of clerical error or delay in the reporting of dates and/or data to the Company, all premiums or refunds will be calculated at the current rate of premium payment and are limited to a maximum period of the current month plus six months.

Premium Rate Change. The Company has the right to change the premium rate on or after the fourth Policy Anniversary Date. The Company will provide written notice at least 60 days before the date of change.

Grace Period. A grace period of 31 days will be allowed to the Policyholder for the payment of each premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31-day period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

TERMINATION OF POLICY

The Policyholder or the Company may terminate or cancel the Policy on the earliest of the following:

1. any date on or after the fourth Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least 31 days prior to termination;
2. any date on or after the date the Company receives the Policyholder's written request for termination;
3. the date the number of persons covered under the Policy does not meet the minimum participation requirements of 10;
4. the date the required premium has not been paid, except as provided in the Grace Period provision; or
5. the date 100% of the eligible employees are not covered when a contribution is not required by the employee.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

Return of Premium. The Company reserves the right to rescind the coverage for one or all Insureds due to intentional misrepresentation or fraud on the Policyholder's application or an Insured's enrollment form, if such intentional misrepresentation materially affected the acceptance of the risk.

If, on the date coverage is rescinded, no claims have been paid under the Policy, the Company will return all premiums paid for such coverage to the Policyholder.

If, on the date coverage is rescinded, claims have been paid under the Policy, the Company reserves the right to deduct from the premiums to be returned to the Policyholder an amount equal to the amount of such claims paid.

CERTIFICATE

The Company will furnish the Certificate for delivery to each Insured to the Policyholder which will set forth in summary form, a statement of the essential features of the insurance coverage.

ADDITIONAL INSUREDS

Insured Persons may be added at any time if they meet the eligibility requirements stated in the Policyholder's application, complete an enrollment form, if required, and pay any required premium contribution.

INCORPORATION PROVISION

The provisions of the attached Certificate and all Rider(s) issued with the Policy or to amend the Policy after the Policy Effective Date are made a part of the Policy.



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POLICY EFFECTIVE DATE: January 1, 2022

POLICY ANNIVERSARY DATE: January 1 of the following year and each January 1 thereafter

Fidelity Security Life Insurance Company represents that the Insured Person is insured for the benefits described in the following pages, subject to and in accordance with the terms and conditions of the Policy.

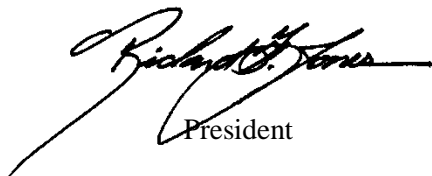
The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Certificate explains the plan of insurance. An individual identification card will be issued to the Insured containing the group name, group number, and Insured's effective date. The Certificate replaces all certificates previously issued to the Insured under the Policy.

All periods of time under the Policy will begin and end at 12:01 A.M. Local Time at the Policyholder's business address.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard D. Jones
President



Bradford R. Jones
Secretary

GROUP VISION INSURANCE CERTIFICATE
THIS IS A LIMITED BENEFIT CERTIFICATE

Please read the Certificate carefully.
This Certificate is subject to the laws of the state of New Jersey

THIS PLAN IS NOT MEDICARE SUPPLEMENT. If you are eligible for Medicare, please review "Choosing a Medigap Policy: A Guide to Health Insurance for People With Medicare," available from the Company.

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SCHEDULE OF BENEFITS	Attached (1A)

DEFINITIONS

Allowance means the benefit amount shown in the Schedule of Benefits that is the maximum amount payable by the Company, subject to the expenses incurred. The Insured Person is responsible for any amounts due above the Allowance. The Allowance cannot be used to satisfy a Copayment.

Benefit Frequency means the period of time in which a benefit is payable as shown in the Schedule of Benefits.

The Benefit Frequency begins on January 1. Each new Benefit Frequency begins at the expiration of the previous Benefit Frequency.

Civil Union means the legally recognized union of two eligible individuals established pursuant to the New Jersey Civil Unions Act. A Civil Union relationship entered into outside of New Jersey which is valid under the laws of the jurisdiction under which the Civil Union relationship was created will be valid in New Jersey. The term “spouse,” wherever used, will include a Civil Union partner.

Copayment or **Copay** means the designated amount, if any, shown in the Schedule of Benefits each Insured Person must pay to a Provider before benefits are payable for a covered Vision Examination or Vision Materials per Benefit Frequency.

Comprehensive Eye Examination means a general evaluation of the complete visual system. The examination includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields, basic sensorimotor examination and Refraction. It always includes initiation of diagnostic and treatment programs. It may include biomicroscopy, examination with cycloplegia or mydriasis and tonometry, as determined by the Provider. These services may be performed at different sessions, but comprise only one Comprehensive Eye Examination.

Dependent means any of the following persons whose coverage under the Policy is in force and has not ended:

1. the Insured’s lawful spouse or Civil Union partner;
2. each child of the Insured or the Insured’s spouse who is under 26 years of age;
3. each unmarried or unpartnered child under 31 years of age and who is:
 - a. a resident of New Jersey; or
 - b. enrolled as a full-time student; or
4. each unmarried child at least 26 years of age who is primarily dependent upon the Insured or the Insured’s spouse for support and maintenance because the child is incapable of self-sustaining employment by reason of intellectual disability or physical handicap.

Dependent includes a step-child, foster child, legally adopted child, child acquired through a Civil Union, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured’s home for adoption and child under the Insured’s legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. A full-time student is one who is actively attending an accredited public or private institution of higher education at least the minimum number of hours of class a week the school considers as full-time status.

Formulary means a list, provided by the Company, of Vision Materials by tier, that are covered under the Policy as shown in the Schedule of Benefits.

Insured means an employee of the Policyholder who meets the eligibility requirements as shown in the Policyholder’s application, and whose coverage under the Policy is in force and has not ended.

Insured Person means the Insured. Insured Person will also include the Insured’s Dependents, if enrolled.

In-Network Provider means a Provider who has signed a Preferred Provider Agreement with the PPO.

Medically Necessary Contact Lenses means that adequate functional vision correction cannot be achieved with spectacles but can be achieved with contact lenses. Conditions that qualify for Medically Necessary Contact Lenses are:

1. Anisometropia of 3D in meridian powers;
2. High Ametropia exceeding -12D or +12D in meridian powers;
3. Keratoconus when vision is not correctable to 20/25 in either eye or both eyes using standard spectacle lenses; or
4. vision impairments, other than Keratoconus, when vision can be improved by two lines on the visual acuity chart when compared to best corrected standard spectacle lenses.

Out-of-Network Provider means a Provider, located within the PPO Service Area, but is not an In-Network Provider.

Policy means the Vision Insurance Policy issued to the Policyholder.

Policyholder means the employer named as the Policyholder in the face page of the Policy.

PPO Service Area means the geographical area where the PPO is located.

Preferred Provider Agreement means the agreement between the PPO and a Provider who agrees to become an In-Network Provider. The Preferred Provider Agreement contains the rates and reimbursement methods for services and supplies furnished by an In-Network Provider.

Preferred Provider Organization or PPO means a network of Providers and retail chain stores within the PPO Service Area that have signed a Preferred Provider Agreement.

Provider means a licensed physician or optometrist who is operating within the scope of his or her license. Provider also includes a dispensing optician.

Refraction means a test performed by a Provider to determine the glasses or contact lens prescription due to a refractive error (for example, nearsightedness, farsightedness, astigmatism or presbyopia).

Vision Examination means any eye or visual examination covered under the Policy and shown in the Schedule of Benefits.

Vision Materials means those materials provided for visual health and welfare shown in the Schedule of Benefits.

EFFECTIVE DATES

Effective Date of Insured's Insurance. The Insured's insurance will be effective as follows:

1. if the Policyholder does not require the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured becomes eligible;
2. if the Policyholder requires the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured becomes eligible, provided;
 - a. the Insured has given the Company the Insured's enrollment form (if required) on, prior to, or within 30 days of the date the Insured becomes eligible; and
 - b. the Insured has agreed to pay the required premium contributions; and
3. if the Insured fails to meet the requirements of 2 a) and 2 b) within 30 days after becoming eligible, the Insured's coverage will not become effective until the Company has verified that the Insured has met these requirements. The Insured will then be advised of the Insured's effective date.

Effective Date of Dependents' Insurance. Coverage for Dependents becomes effective on the later of:

1. the date Dependent coverage is first included in the Insured's coverage; or
2. the premium due date on or after the date the person first qualifies as the Insured's Dependent. If an enrollment form is required, the Insured must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

If the Insured and the Insured's spouse are both Insureds, one Insured may request to be a Dependent spouse of the other. A Dependent child may not be covered by more than one Insured.

Newborn Children. A Dependent child born while the Insured's coverage is in force will be covered from the moment of birth for 60 days or a greater number of days, if elected by the Policyholder. To continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period.

Adopted Children. If a Dependent child is placed with the Insured for adoption while the Insured's coverage is in force, this child will be covered from the date of placement for 31 days or a greater number of days, if elected by the Policyholder. To continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period. If proper notice has been given, coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement.

BENEFITS

Benefits are payable for each Insured Person as shown in the Schedule of Benefits for expenses incurred while this insurance is in force.

In-Network Provider Benefits. The Insured Person must pay any Copayment or any cost above the Allowance shown in the Schedule of Benefits at the time the covered service is provided. Benefits will be paid to the In-Network Provider who will file a claim with the Company on behalf of the Insured Person.

Out-of-Network Provider Benefits. The Insured Person who chooses to receive services from an Out-of-Network Provider must make payment and billing arrangements with that Provider, unless the Out-of-Network Provider allows for assignment of benefits. The Insured Person must pay the full cost at the time the covered services are provided. The Out-of-Network Provider or the Insured Person may file a claim with the Company, as determined by the Insured Person. The Company will pay the Out-of-Network benefits up to the maximum dollar amount shown in the Schedule of Benefits.

LIMITATIONS

Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy.

Allowances provide no remaining balance for future use within the same Benefit Frequency.

EXCLUSIONS

No benefits will be paid for services or materials connected with or charges arising from:

1. medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures;
2. Refraction, when not provided as part of a Comprehensive Eye Examination;
3. services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;

4. orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
5. any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment;
6. safety eyewear;
7. solutions, cleaning products or frame cases;
8. non-prescription sunglasses;
9. plano (non-prescription) lenses;
10. plano (non-prescription) contact lenses;
11. two pair of glasses in lieu of bifocals;
12. electronic vision devices;
13. services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 90 days from the date of such order; or
14. lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available.

TERMINATION OF INSURANCE

The Policyholder or the Company may terminate or cancel the Policy as shown in the Policy.

For All Insureds. The Insureds' insurance will cease on the earlier of:

1. the date the Policy ends;
2. the end of the last period for which any required premium contribution agreed to in writing has been made;
3. the date the Insured is no longer eligible for insurance; or
4. the date the Insured's employment with the Policyholder ends. The Policyholder may, at the Policyholder's option, continue insurance for individuals whose employment has ended, if the Policyholder:
 - a. does so without individual selection between Insureds; and
 - b. continues to pay any premium contribution for those individuals.

For Dependents. A Dependent's insurance will cease on the earlier of:

1. the date the Insured's coverage ends;
2. the end of the month in which the Dependent ceases to be an eligible Dependent as defined in the Policyholder's application; or
3. the end of the last period for which any required premium contribution has been made.

A Dependent child will not cease to be a Dependent solely because of age if the child is:

1. not capable of self-sustaining employment due to intellectual disability or physical handicap that began before the age limit was reached; and
2. mainly dependent on the Insured for support.

The Company may ask for proof of the eligible Dependent child's incapacity and dependency within 31 days of the date the Dependent child would otherwise cease to be covered.

The Company may require the same proof again, but will not request it more than once a year after this coverage has been continued for two years. This continued coverage will end on the earlier of:

1. on the date the Policy ends;
2. on the date the incapacity or dependency ends;
3. on the end of the last period for which any required premium contribution for the Dependent child has been made; or
4. 60 days following the date the Company requests proof and such proof is not provided to the Company.

If the Insured Person has received a Vision Examination and ordered Vision Materials prior to the termination date, such Vision Materials received within 90 days of the date in which the Vision Materials were ordered will be covered to the extent the Vision Materials would have been covered had the Policy not terminated.

PREMIUMS

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company by the Policyholder on behalf of the Insured Person. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. The initial premium rates are shown in the Policyholder's application.

Premium Changes. The Company has the right to change the premium rates on any premium due date as allowed in the Policy. The Company will provide written notice to the Policyholder at least 60 days before the date of the change. The premium rates also may be changed at any time the terms of the Policy are changed.

Grace Period. The Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. Coverage will terminate at the end of the grace period if all premiums due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

CLAIMS

Notice of Claim. Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon as is reasonably possible. Notice given by or for the Insured Person to the Company at the Company's home office, to the Company's authorized administrator or to any of the Company's authorized agents with sufficient information to identify the Insured Person will be deemed as notice to the Company.

Claim Forms. The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Insured Person does not receive claim forms within such time, the Insured Person will be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting written proof of the occurrence, character and extent of loss for which the claim is made within the time stated in the Policy for filing proof of loss.

Proof of Loss. Written proof of loss must be furnished to the Company at the Company's home office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible.

Time Payment of Claims. Any benefit payable under the Policy will be paid immediately, but not more than 30 days, upon receipt of due written proof of loss.

Payment of Claims. All claims will be paid to the Insured, unless assigned. Any benefits payable on or after the Insured's death will be paid to the Insured's estate.

Assignment. Benefits under the Policy may be assigned.

Right of Recovery. If payment for claims exceeds the amount for which the Insured Person is eligible under any benefit provision or rider of the Policy, the Company has the right to recover the excess of such payment from the Provider or the Insured. In the absence of fraud, no request for overpayment reimbursement will be made later than 18 months after the date the first payment was made or before the 45th day following the request for reimbursement.

Legal Actions. No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the C-9184NJ

expiration of three years after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person resides, the limit is extended to meet the minimum time allowed by such law.

GENERAL PROVISIONS

Clerical Error. Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased, and call for a fair adjustment of premium and benefits to correct the error.

Conformity to Law. Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

Entire Contract. The Policy, including any endorsements and riders, the Certificate, the Policyholder's application, which is attached to the Policy when issued, the Insured's individual enrollment form, if any, and the eligibility file, if any, are the entire contract between the parties. A copy of the Policy may be examined at the office of the Policyholder during normal business hours. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Policyholder, the Insured, the Insured's beneficiary or personal representative, a copy of which has been furnished to the Policyholder, the Insured, the Insured's beneficiary or personal representative.

Amendments and Changes. No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying any premium. The Policy and the Certificate may be amended at any time by mutual agreement between the Policyholder and the Company without the consent of the Insured, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the Company has authority on behalf of the Company to modify the Policy or to waive or lapse any of the Company's rights or requirements.

Incontestability. After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

Insurance Data. The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not the person becomes insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as the books and records relate to this insurance. The Company may authorize someone else to perform this audit. Any such inspection may be done at any reasonable time.

Workers' Compensation. The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

SCHEDULE OF BENEFITS

DGMB Casino, LLC, d/b/a Resorts Casino Hotel

An Insured Person who is in need of emergency care requiring a Vision Examination or Vision Materials will be subject to the same Benefit amount for an In-Network Provider regardless of whether the services were rendered by an In-Network Provider or an Out-of-Network Provider.

<i>BENEFIT FREQUENCY</i>		
<u>Vision Examination</u>	once every 12 months	Insured Person
<u>Vision Materials</u>		
Frame	once every 24 months	Insured Person
Lenses and Lens Options	once every 12 months	Insured Person
Contact Lenses	once every 12 months	Insured Person

<i>BENEFIT</i>	<i><u>In-Network Provider</u></i>	<i><u>Out-of-Network Provider</u></i> <i>(Reimbursement up to)</i>
<u>Vision Examination</u>		
Comprehensive Eye Examination	\$10 Copayment	\$40
<u>Vision Materials</u>		
Frame	\$0 Copayment, up to \$130 Allowance	\$91
Contact Lenses Only one of the following Contact Lenses benefits may be used for the Contact Lenses benefit. Contact Lenses are in lieu of Lenses and Lens Options.		
Conventional	\$0 Copayment, up to \$130 Allowance	\$91
Disposable	\$0 Copayment, up to \$130 Allowance	\$91
Medically Necessary	Paid in Full	\$300
Standard Plastic Lenses		
Single Vision	\$25 Copayment	\$30
Bifocal	\$25 Copayment	\$50
Trifocal	\$25 Copayment	\$70
Lenticular	\$25 Copayment	\$70
Progressive – Standard	\$80 Copayment	\$50
Progressive – Premium Tier 1	\$110 Copayment	\$50
Progressive – Premium Tier 2	\$120 Copayment	\$50
Progressive – Premium Tier 3	\$135 Copayment	\$50
Progressive – Premium Tier 4	\$200 Copayment	\$50

DGMB Casino, LLC, d/b/a Resorts Casino Hotel

<i>BENEFIT</i>	<i><u>In-Network Provider</u></i>	<i><u>Out-of-Network Provider</u></i> <i>(Reimbursement up to)</i>
Lens Options		
Anti-Reflective Coating – Standard	\$45 Copayment	\$23
Anti-Reflective Coating – Premium Tier 1	\$57 Copayment	\$23
Anti-Reflective Coating – Premium Tier 2	\$68 Copayment	\$23
Anti-Reflective Coating – Premium Tier 3	\$85 Copayment	\$23
Polycarbonate Lenses – Standard Dependent Children under 19 years of age	\$0 Copayment	\$20
Scratch Coating – Standard Plastic	\$0 Copayment	\$8
Tint (Solid and Gradient)	\$0 Copayment	\$8



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AMENDATORY RIDER REGARDING REPLACEMENT COVERAGE

The Policy/Certificate to which this Amendment Rider is attached is amended as follows:

The following applies when the Policy serves to replace similar coverage the Policyholder previously obtained through another plan or policy. In this provision, that other plan or policy is referred to as the prior plan. The Policyholder's coverage under the Policy will not be considered as replacement coverage unless the Policyholder's coverage under the Policy takes effect within 60 days after coverage under the prior plan ends.

In the absence of this provision, an Insured Person who was covered by the prior plan at the date of discontinuance might not qualify for coverage under the Policy because the person is not actively at work or is confined in a Hospital.

Each such person will be insured under the Policy if:

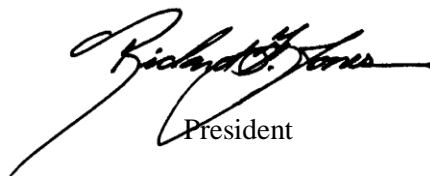
1. the person was insured under the prior plan, including coverage under the prior plan's extension of benefits provision, on the date the Policyholder's coverage with the prior plan ended;
2. the prior plan covered more than 15 people; and
3. the person is in a class of persons eligible for coverage under the Policy.

The benefits payable for the persons described above will be the benefits of the Policy less any amount payable under the prior plan pursuant to any extension of benefits provision.

The Policy, in applying any waiting periods, will give credit for the satisfaction or partial satisfaction of the same or similar provisions under the prior policy.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the terms and conditions of the Policy/Certificate except as stated herein.

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AMENDMENT RIDER

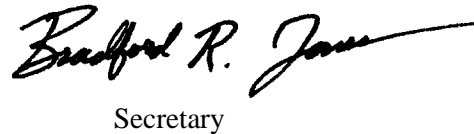
By attachment of this Rider, the third paragraph of the **PREMIUMS** section in the Policy is amended to add the following:

5. if a government action, including fees, taxes and assessments, or change in law or regulation materially affects the Company's risk, premium may be adjusted and will be effective upon written notification from the Company at least 31 days before the date of change.

This Rider takes effect on the effective date of the Policy to which it is attached. This Rider terminates concurrently with the Policy to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy except as stated.

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NOTICE

NEW JERSEY LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of New Jersey 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 New Jersey 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.

DISCLAIMER

The New Jersey 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 New Jersey. You should not rely on coverage by the New Jersey 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.*

Policyholders with additional questions may contact:

The New Jersey Life and Health Insurance Guaranty Association
One Gateway Center 9th Floor
Newark, NJ 07102

State of New Jersey Department of Insurance
20 West State Street
PO-325
Trenton, NJ 08625-0325

The state law that provides for this safety-net coverage is called the New Jersey Life and Health Insurance Guaranty Association Act, N.J.S.A. 17B:32A-1, et seq. (the "Act"). On the back 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 rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in New Jersey and hold a life, health, or long-term care insurance contract, annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

The Association also does **not** provide coverage for:

- any portion of a policy not guaranteed by the insurer or under which the holder bears risk;
- a policy of reinsurance, unless assumption certificates have been issued;
- any portion of a policy to the extent that the interest rate exceeds the statutory limits;
- self-funded or uninsured policies issued as part of an employer's program to provide life, disability, or annuity benefits to employees, including but not limited to benefits payable under:
 - a multiple employer welfare arrangement as defined under ERISA;
 - a minimum premium group plan;
 - a stop-loss group plan; or
 - an administrative services only contract;
- a portion of a policy that provides: dividends; experience rating credits; or payment of administration fees or allowances;
- a policy issued in New Jersey by a member insurer when not licensed in this state;
- any unallocated annuity contract issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation; or
- any portion of any unallocated annuity contract that is not issued to or in connection with a specific plan providing benefits to employees or an association of natural persons.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract.

With respect to any one insured individual, regardless of the number of policies or contracts, the Association will pay not more than \$500,000 in life insurance death benefits and present value annuity benefits, including net cash surrender and net cash withdrawal values. Within this overall limit, the Association will not pay more than \$100,000 in net cash surrender and withdrawal values for life insurance, \$100,000 in net cash surrender and net cash withdrawal values for annuity benefits, \$500,000 in life insurance death benefits or \$500,000 in present value of annuities--again no matter how many policies and contracts that were with the same company, and no matter how many different types of coverages.

The Association will not pay more than \$2,000,000 in benefits to any one contractholder under any one unallocated annuity contract.

There are no limits on the benefits the Association will pay with respect to any one group, blanket or individual accident and health insurance policy.

FACTS

WHAT DOES Fidelity Security Life Insurance Company, Fidelity Security Life Insurance Company of New York (NY Only) and Affiliates DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- medical information and insurance claim information
- assets and checking account information

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fidelity Security Life Insurance Company and Affiliates choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Fidelity Security Life share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 800-648-8624 or go to www.fslins.com or www.ftj.com

Who we are	
Who is providing this notice?	Fidelity Security Life Insurance Company and Affiliates including our Administrative, Insurance and Financial Service Providers.
What we do	
How does Fidelity Security Life Insurance Company and Affiliates protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>These physical, electronic and procedural safeguards were created to protect your information. We also limit employee access as appropriate.</p>
How does Fidelity Security Life Insurance Company and Affiliates collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ file an insurance claim or give us your contact information ■ show your driver's license <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include Fidelity Security Life Insurance Company of New York, Forrest T. Jones & Company, Inc., Forrest T. Jones Consulting Company and National Pension & Group Consultants, Inc.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Fidelity Security Life Insurance Company does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include insurance agencies, broker dealers and investment advisor firms.</i>
Other important information	

Application for Vision Care Benefits
Underwritten by Fidelity Security Life Insurance Company
Kansas City, Missouri 64111

**I. GROUP INFORMATION**

Group Name: DGMB Casino, LLC Tax ID#: 27-3361929

DBA Name (If other than above): Resorts Casino Hotel

Business Physical Address: 1133 Boardwalk Atlantic City NJ 08401
(Street Address) (City) (State) (Zip)

Mailing Address: 1133 Boardwalk Atlantic City NJ 08401
(Street Address) (City) (State) (Zip)

Day-to-Day Contact Name: Barbara Hulsizer Title: VP Workforce Development

Phone Number: () 609-340-6743 E-Mail Address: bhulsizer@resortsac.com

Type of Business: ☐ Proprietorship ☐ Corporation ☒ Other (Specify): Limited Liability Company

PLEASE NOTE THE FOLLOWING TYPE OF GROUPS REQUIRE PRIOR CARRIER APPROVAL:

☐ MEWA ☐ PEO ☐ Trust ☐ Union ☐ VEBA ☐ Casino/Indian Tribe

Service Area: ☒ National (U.S.– does not include Puerto Rico) ☐ State Specific*
☐ National (U.S.– does include Puerto Rico)

*If any subsidiary or affiliated companies are to be insured or any Employees/Members are working or residing in a state other than the business address above, **please list those states:** _____

GROUP DISPLAY NAME (Your Group Name as it should appear to your Employees/Members)

Company Name: Resorts Casino Hotel
(Maximum of 40 characters, including capitalization, punctuation and spacing.)

II. GROUP BILLING

Billing Physical Address: 1133 Boardwalk Atlantic City NJ 08401
(Street Address) (City) (State) (Zip)

Primary Contact Name: Craig Cipa Title: Director of Finance

Phone Number: () 609-340-6598 E-Mail Address: ccipa@resortsac.com

Do you have any additional subsidiaries, affiliated companies, or divisions that use another name and will be covered by this plan AND require separate billing invoices? ☐ Yes ☒ No If Yes, please attach and send a separate page signed by you with the following information: Name, Address, Billing Contact Name and Phone Number

III. PREMIUMS*

Please indicate the percentage of premium contributed by the Group and the Employee/Member for both the Employee/Member and Dependents; the total for each row must equal 100%.

	Group Contribution	Employee/Member Contribution
Employee/Members:	<u>50</u> %	<u>50</u> %
Dependents:	<u>50</u> %	<u>50</u> %

Are Employee/Member and Dependent premiums paid through a Section 125 Plan? ☐ Yes ☒ No

Are Employee/Member and Dependent premiums collected via payroll deduction? ☒ Yes ☐ No

Premiums shall be payable at the rates included on the attached proposal page.

*If the Group's contribution percentage is changed or the number of eligible Employees/Members increases or decreases, premium may be adjusted as allowed under the Policy. The premium may be adjusted at the end of the calendar month in which the change occurred.

IV. ELIGIBILITYNumber of Eligible Employees/Members: 632Will this plan replace any existing vision coverage? ☒ Yes ☐ NoIf "Yes," name of existing insurer: Horizon Blue Cross Blue Shield of New Jersey

Eligible Class(es) of Employees/Members (please check all that apply):

☒ Active employees☐ Retiree / Leave of Absence☒ COBRA-eligible employees☐ Other: _____**Are the following covered under the plan:**Domestic Partners:* ☐ Yes ☒ NoDependent Children Covered to Age*: ☐ 19 ☐ 23 ☒ 26** ☐ Other _____

Unmarried Dependent Children who are full-time students or a resident of New Jersey are covered to age 31.

Dependent Child Age Termination based on:

☐ Day Age is attained☒ End of Month Age is attained☐ End of Year Age is attained**Unless state law has different requirements.****Dependent Children covered to age 26 regardless of financial dependency, residency, student status or marital status.***MEMBERSHIP INFORMATION**Who will send enrollment for Active Employees/Members? ☒ Group ☐ Group's TPA

If TPA, TPA Name: _____

Group/TPA Contact Name: Tina SmithPhone Number: () 609-340-6319 E-Mail Address: tsmith@resortsac.comMembership will be an electronic membership file? ☒ Yes ☐ NoWho will send enrollment for COBRA Employees/Members? ☐ Group ☒ Group's TPAIf TPA, TPA Name: FloresGroup/TPA Contact Name: Paulina DamPhone Number: () 704-335-8211 E-Mail Address: paulina.dam@flores247.comMembership will be an electronic membership file? ☒ Yes ☐ No**PROBATIONARY PERIOD**For New Employees/Members: ☐ 30 days ☒ 60 days ☐ 90 days ☐ 180 days ☐ Other _____Probationary Period is waived for present Employees/Members: ☐ Yes ☒ NoNumber of Employees/Members who have not yet completed the probationary period: 33

V. PLAN SELECTION

Please refer to the attached proposal page. Services are provided by EyeMed Vision Care.

VI. EFFECTIVE DATE

This Policy will become effective at 12:01 a.m. Local Time at the Group's address herein, on
01/01/2022 , provided all the following has been completed prior to this effective date:
 MM/DD/YYYY

- A. This application has been received and accepted by the Company (must be submitted 30 days in advance of the effective date).
- B. EyeMed has been furnished a working file of all eligible Employees/Members, in an agreed upon format. It is understood and agreed that EyeMed may rely on this information to provide services to individuals designated as eligible.

The Group hereby makes application to Fidelity Security Life Insurance Company for Vision Care Benefits. The Group agrees to maintain and furnish any records necessary to administer this plan and to pay premiums monthly.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting the Company or EyeMed by mail, email, or telephone.

The Group certifies that all information shown on this application and any attachments is correct and complete to the best of the Group's knowledge and belief as of the date this application is signed. The Group understands that the Company intends to rely on this information in determining if the enrolling Employees/Members and their Dependents may become insured. It is further understood and agreed that **NO INSURANCE WILL BECOME EFFECTIVE UNTIL APPROVED BY THE COMPANY**; and that no field representative of the Company has the authority to modify any conditions of the application or the Policy by making any promise or representation.

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Dated at: Atlantic City NJ this 25th day of October, 2021
 (City) (State) (Day) (Month) (Year)

Signed for the Group:  Title: VP Workforce Development
DocuSigned by: Barbara Hulsizer 7764D9457FB3413...

Printed Name: Barbara Hulsizer

**ATTENTION: THE DEPARTMENT OF BANKING AND INSURANCE REQUIRES THAT ONLY
THE BROKER AND/OR GENERAL AGENT WHO SOLD THE PRODUCT AND HOLDS A VALID
LIFE AND HEALTH LICENSE MAY COMPLETE THE CERTIFYING STATEMENT**

WRITING BROKER'S CERTIFYING STATEMENT

I certify that I have accurately recorded on this application the information supplied by the applicant, if such information has been provided directly to me for recording purposes, and I am properly licensed in the state in which the Group is domiciled.

Firm Name (print): Joe DiBella Tax ID No.: 21-0718159

Mailing Address: 2 Cooper Street Camden NJ 08102
(Street Address) (City) (State) (Zip)


Day-to-Day Contact Name: Joe DiBella Title: EVP

Day-to-Day Contact Phone Number: () 8565524618 Day-to-Day Contact E-Mail Address: jdibella@connerstrong.com

Commission checks payable to: ☒ Firm ☐ Broker

Broker Name (print): Conner Strong & Buckelew SS#: _____

Broker Phone Number: () 8565524618 Broker E-mail Address: jdibella@connerstrong.com

Broker Signature:  DocuSigned by:
B1E0BB75C08944E...



Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option MIXED 130/130

Exam & Materials

Insight Network

Fully Insured

Shared Expense

Funded Benefits

Frequency

Examination

Once every calendar year

Lenses (in lieu of contacts)

Once every calendar year

Contacts (in lieu of lenses)

Once every calendar year

Frame

Once every other calendar year

Terms

Contract Term

48 months

Rate Guarantee

48 months

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
EXAM SERVICES		
Exam	\$10 copay	Up to \$40
FRAME		
Frame	\$0 copay; 20% off balance over \$130 allowance	Up to \$91
CONTACT LENSES (Contact Lens allowance includes materials only)		
Contacts - Conventional	\$0 copay; 15% off balance over \$130 allowance	Up to \$91
Contacts - Disposable	\$0 copay; 100% of balance over \$130 allowance	Up to \$91
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$300
STANDARD PLASTIC LENSES		
Single Vision	\$25 copay	Up to \$30
Bifocal	\$25 copay	Up to \$50
Trifocal	\$25 copay	Up to \$70
Lenticular	\$25 copay	Up to \$70
Progressive - Standard	\$80 copay	Up to \$50
Progressive - Premium Tier 1	\$110 copay	Up to \$50
Progressive - Premium Tier 2	\$120 copay	Up to \$50
Progressive - Premium Tier 3	\$135 copay	Up to \$50
Progressive - Premium Tier 4	\$200 copay	Up to \$50
LENS OPTIONS		
Anti Reflective Coating - Standard	\$45 copay	Up to \$23
Anti Reflective Coating - Premium Tier 1	\$57 copay	Up to \$23
Anti Reflective Coating - Premium Tier 2	\$68 copay	Up to \$23
Anti Reflective Coating - Premium Tier 3	\$85 copay	Up to \$23
Polycarbonate - Std < 19 years of age	\$0 copay	Up to \$20
Scratch Coating - Standard Plastic	\$0 copay	Up to \$8
Tint - Solid and Gradient	\$0 copay	Up to \$8
MONTHLY RATES		
Subscriber	\$4.98	
Subscriber + 1	\$9.46	
Subscriber + Family	\$13.89	

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies. The Plan reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633.

PLAN DETAILS

Quote for group situated in the State of NJ and will be valid until the 01/01/2022 implementation date. Date Quoted 07/30/2021. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group. Percentage discounts are not part of the insurance benefit. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. Fidelity Security Life Policy number VC-146, form number M-9184.

PLAN EXCLUSIONS/LIMITATIONS

No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If Resorts Casino Hotel has chosen this benefit design, attach this document to the group application and sign here

Signature
Barbara Hulsizer

10/25/2021 | 4:20 PM EDT

Signature
P201603 TC - 0

Date

Q-00028793 – QL-0000049231