

**New York Life Insurance and Annuity Corporation**  
(A Stock Insurance Company)  
51 Madison Avenue, New York, NY 10010  
1-800-225-5695  
<http://www.newyorklife.com>

---

## **GROUP CRITICAL ILLNESS INSURANCE POLICY**

**POLICYHOLDER: NATIONAL GROUP SUBSCRIBER GROUP ID: 430828**  
**BENEFITS INSURANCE TRUST**  
**POLICY NUMBER: GCI0100383 POLICY EFFECTIVE DATE: 01/01/2026**  
**SUBSCRIBER: Franklin Square Holdings, LP POLICY ANNIVERSARY DATE: 01/01**  
**STATE OF ISSUE: Alabama**

This Policy describes the terms and conditions of insurance. This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above at the Subscriber's address. The laws of the State of Issue shown above govern this Policy.

### **Policy Effective Date**

We agree to provide the insurance described in this Policy in consideration of the Subscriber's application and payment of the initial Premium when due. Insurance begins on the Policy Effective Date shown above.

### **ENTIRE CONTRACT** - This entire contract consists of:

1. all Policy provisions and any amendments and endorsements to this Policy;
2. the Certificate of Coverage and any amendments and endorsements to the Certificate of Coverage; and
3. the Subscriber's signed application.

This Policy may be changed. Only an officer or registrar of New York Life can approve a change. The approval must be in writing and endorsed on or attached to this Policy. No other person, including an agent, representative or employee, may change this Policy or waive any part of it. A copy of any amendment or endorsement issued will be provided to the Subscriber for attachment to this Policy and will also be provided to the Employee if the change affects the Certificate of Coverage.

We will only make changes that are consistent with applicable law, and any endorsements or amendments used to effect such changes are subject to prior approval by the State of Issue.

### **Please Read the Policy Carefully.**

In return for the required Premium, the Subscriber and We agree to all of the terms of this Policy.



Corporate Secretary, Colleen Meade



President, Craig DeSanto

**This Policy does not replace or affect the requirements for coverage by any Workers' Compensation**

## TABLE OF CONTENTS

COVER PAGE .....	1
TABLE OF CONTENTS.....	2
POLICYHOLDER PROVISIONS .....	3
CERTIFICATE OF COVERAGE PROVISIONS.....	7

## **POLICYHOLDER PROVISIONS**

### **CLASSES OF ELIGIBLE EMPLOYEES**

Class 1	All active, full-time Employees of the Employer regularly scheduled to work a minimum of 30 hours per week in the United States, who are citizens or permanent resident aliens of the United States.
---------	--

#### **Newly Eligible Persons**

All new persons in the class(es) eligible for coverage under this Policy shall be added to such class(es) for which they are eligible.

#### **Incontestability**

Any statement made by the Subscriber is considered a representation and not a warranty. We will not use such statements to reduce or deny a claim or cancel insurance, unless it is in a Written application which has been made a part of this Policy.

We will not use such statements to contest this Policy after this Policy has been in effect for two years from its effective date, or date of last reinstatement if applicable, except in the case of fraud, where permitted by applicable law. For any applied for increases in coverage, a new two year contestability period is applicable to the amount of the applied for increase.

No statement will be used to contest the insurance under this Policy unless the statement is material to the risk accepted by Us.

#### **Premiums**

This Policy is issued in return for the payment of required Premiums.

#### **Cost of Insurance**

The first Premium amount due for this Policy is indicated on the initial "premium rate notification" provided to the Subscriber.

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under this Policy on such date, multiplied by the appropriate Premium rate(s) that are in effect on that date, subject to any Premium adjustments, if applicable. We may use any reasonable method to compute Premiums due under this Policy.

For contributory insurance, the maximum amount that a Covered Person may be required to contribute to the cost of insurance shall not exceed the Premium charged for the insurance.

#### **Initial Rate Guarantee and Rate Changes**

A change in Premium rates will not take effect before the later of the end of the rate guarantee period as reflected in the "premium rate notification" provided to the Subscriber, or the first Policy Anniversary Date.

However, We may change Premium rates at any time for reasons which materially affect the risk assumed, including but not limited to:

1. a change occurs in this Policy design;
2. the number of Covered Persons changes by 15% or more; or
3. a new law or a change in any existing law is enacted which applies to this Policy.

We will notify the Subscriber in writing at least 60 days before a Premium rate is changed. A change may take effect on an earlier date when both the Subscriber and We agree. A change in Premium rate will apply only to Premiums due on or after the rate change takes effect.

#### **When Premium is Due**

Premium Due Dates: Policy Effective Date and the first day of each calendar month thereafter.

The Subscriber must send all Premiums to Our home office or an administrative office We designate on or before their respective due date. The Premium must be paid in United States dollars.

## **Grace Period**

A Grace Period of 31 days will be granted for payment of each Premium due after the first Premium, unless the Subscriber has given Us advance Written notice of intent to cancel insurance under this Policy in accordance with the terms of this Policy. This Policy will remain in force during the Grace Period. If the Premium due is not paid by the Premium Due Date, We will give Written notice to the Subscriber that if the Premium is not paid by the end of the Grace Period, this Policy will end on the last day of the Grace Period. If We fail to give such Written notice, the insurance provided under this Policy will continue in effect until the date such notice is given.

If any portion of the Premium is not paid during the Grace Period, this Policy will terminate automatically at the end of the Grace Period.

## **Reinstatement**

We will not reinstate this Policy after it has terminated. To become insured after insurance has stopped, the Subscriber must submit a new application.

## **Premium Increases or Decreases**

Premium increases or decreases which take effect during a Policy month are adjusted and due on the next Premium Due Date following the change. Changes will not be pro-rated daily.

Premium charges for new Covered Persons or for increases in insurance amounts will begin on the Premium Due Date which coincides with, or next follows the date of the addition or the change. Premium charges for terminated persons will end, and decreases for insurance amounts will begin, on the Premium Due Date which coincides with, or next follows the termination or the change in amount. This method of charging Premium will neither commence any insurance after the date it would otherwise begin nor extend any insurance coverage beyond the date it would otherwise terminate pursuant to the applicable effective date or termination provisions of this Policy.

If Premiums are paid on other than a monthly basis, Premiums for increases and decreases will result in a monthly pro-rated adjustment on the next Premium Due Date.

We will only adjust Premium for the current Policy Year and the prior Policy Year. Where permitted by applicable law of the State of Issue, in the case of fraud, Premium adjustments will be made for all Policy years.

## **Administrative Services Reimbursement**

As permitted by state law, We may reimburse the Subscriber for expenses incurred by the Subscriber to implement this coverage and enroll their Employees. This reimbursement may be provided for expenses such as enrollment technology and technology integration, employee communication, and implementation or claims audits. The reimbursement will not be paid until documentation of expenses is received.

## **Information Required From the Subscriber**

The Subscriber must provide Us with detailed information about persons who are eligible to become insured under this Policy, information about Covered Persons, and any other information that may be reasonably required to calculate premiums and administer the terms of this Policy. Policyholder and Subscriber records that have a bearing, in Our opinion, on this Policy will be available for review by Us at any reasonable time as determined by Us.

## **Certificate of Coverage**

We will furnish the Subscriber with a Certificate of Coverage for delivery to each Employee. The Certificate of Coverage describes the benefits and rights under the Certificate of Coverage. A Covered Person's benefits and rights under this Policy will not be less than those stated in the Certificate of Coverage.

## **Canceling the Policy or a Subscriber's Coverage Under the Policy**

This Policy or a Subscriber's coverage under this Policy can be canceled by:

1. Us; or
2. the Subscriber.

We may cancel this Policy or a Subscriber's coverage under this Policy at any time by giving at least 60 days advance Written notice of termination to the Subscriber.

If fewer than 10 persons are insured under this Policy or a Subscriber's coverage under this Policy, We may cancel this Policy or an Employer's coverage under this Policy at any time by giving at least 60 days advance Written notice of termination to the Subscriber.

We reserve the right to review and terminate all class(es) covered under this Policy if any class(es) cease(s) to be covered.

The Subscriber may cancel this Policy or Subscriber's coverage under this Policy by Written notice delivered to Us at least 60 days prior to the cancellation date. The coverage will end on the later of the date stated in the Subscriber's Written notice, or the date We receive the Written notice. When both the Subscriber and We agree, this Policy or an Employer's coverage under this Policy can be canceled on an earlier date. If the Subscriber or We cancel this Policy or a Subscriber's coverage under this Policy, coverage will end at 12:01 AM Standard Time at the Subscriber's address on the last day of coverage.

If We accept Premium after the date this Policy is cancelled, such acceptance does not act to reinstate this Policy and any unearned Premium will be refunded.

**Notice of Cancellation of the Policy or a Subscriber's Coverage Under the Policy**

If this Policy is canceled and/or replaced with another insurance carrier, the Subscriber must provide Written notice of the cancellation to all Covered Persons as soon as reasonably possible.

**Divisions, Subsidiaries, or Affiliated Companies Included:**

The following affiliates are insured under this Policy on the effective dates listed below.

“Affiliate” includes....

1. any business in which the Subscriber has, directly or indirectly, not less than a 50% ownership interest;
2. in the case of a corporation, a corporation in which the Subscriber owns, directly or indirectly, not less than 50% of the voting shares;
3. any business which has, directly or indirectly, not less than a 50% ownership interest in the Subscriber;
4. in the case of a corporation, a corporation which owns, directly or indirectly, not less than 50% of the voting shares of the Subscriber; and
5. any of the organizations named below.

AFFILIATE NAME	LOCATION	EFFECTIVE DATE
Portfolio Advisors, LLC	Philadelphia, PA	January 1, 2026
FSISI (FS Investment Services, Inc.)	New York, NY	January 1, 2026

## **CERTIFICATE OF COVERAGE PROVISIONS**

**Policyholder: NATIONAL GROUP BENEFITS INSURANCE TRUST**  
**Subscriber Group ID: 430828**  
**Policy Number: GCI0100383**  
**Subscriber: Franklin Square Holdings, LP**

The Certificates of Coverage specified in the CERTIFICATE OF COVERAGE INDEX below are made part of this Policy.

Riders and Endorsements, if any, amending the provisions of this Policy or Certificates of Coverage are made a part of this Policy from the effective date(s) listed below.

### **CERTIFICATE OF COVERAGE INDEX**

<b>Classes Of Eligible Employees</b>	<b>Certificate of Coverage Number</b>	<b>Effective Date</b>
All active, full-time Employees of the Employer regularly scheduled to work a minimum of 30 hours per week in the United States, who are citizens or permanent resident aliens of the United States.	Class 1	January 1, 2026

### **CERTIFICATE OF COVERAGE RIDER/ENDORSEMENT INDEX**

<b>Classes Of Eligible Employees</b>	<b>Certificate of Coverage Number</b>	<b>Certificate of Coverage Rider/Endorsement Number</b>	<b>Effective Date</b>
All active, full-time Employees of the Employer regularly scheduled to work a minimum of 30 hours per week in the United States, who are citizens or permanent resident aliens of the United States.	Class 1	GBS-VB-CI-3300.00	January 1, 2026

**GROUP POLICY APPLICATION FOR GROUP CRITICAL ILLNESS**

New York Life Insurance and Annuity Corporation  
51 Madison Avenue, New York, NY 10010

We, Franklin Square Holdings, LP, whose main office address is Philadelphia, Pennsylvania hereby apply for group insurance coverage under the attached Group Policy Number GCI0100383 issued by New York Life Insurance and Annuity Corporation ("Company") to NATIONAL GROUP BENEFITS INSURANCE TRUST. We accept the attached policy, and acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid. We represent that the information provided to the Company is true and correct to the best of our knowledge, information and belief, and forms the basis for the requested insurance.

This application is to be signed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

GBS-VB-7141b