



AMENDMENT TO GROUP POLICY 675090 ON AUGUST 27, 2004. ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE JULY 1, 2004. ALL OTHER TERMS, CONDITIONS AND DATES REMAIN UNCHANGED.

Name of Policyholder: STAR TRANSPORTATION, INC.

Policy Number:
GL-675090

Effective Date:
July 1, 2004

Place of Delivery:
Tennessee

Anniversary Dates:
July 1 of each year, beginning in 2005.

Premium Due Dates:
Monthly, on the first day of each policy month.

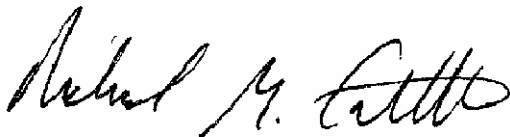
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

200 Hopmeadow Street, Simsbury, Connecticut 06089

(A stock insurance company, herein called Hartford Life)

Agrees with the Policyholder to insure certain persons who are entitled to the insurance provided by this policy. This policy is issued in consideration of the application of the Policyholder, and the payment of the first premium. The first premium is due and payable on the effective date of the policy. Subject to the policy's grace period provision, all premiums after the first must be paid when or before they are due.

Signed for Hartford Life:


Richard G. Costello, *Secretary*

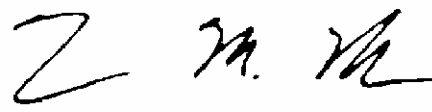

Thomas M. Marra, *President*

Table of Contents

| | |
|-------------------------------|-----|
| Agreement to Insure _____ | 1 |
| Participant Employers _____ | 2 |
| Incorporation Provision _____ | 3 |
| Schedule of Insurance _____ | 3.1 |
| Premiums _____ | 4 |
| Policy Provisions _____ | 7 |

PARTICIPANT EMPLOYERS

An employer may be included as a Participant Employer if the Policyholder and Hartford Life so agree. Hartford Life will keep a list of accepted Participant Employers and the effective dates of coverage for each.

The Policyholder may act for or on behalf of all Participant Employers in all matters of the policy. The following will be binding on all Participant Employers:

- all agreements between Hartford Life and the Policyholder;
- all notices from Hartford Life to the Policyholder; and
- all notices from the Policyholder to Hartford Life.

An employee of a Participant Employer will be deemed to be an employee of the Policyholder for insurance purposes.

Coverage for a Participant Employer will terminate on the first to occur of:

- the date his premium is due, but not paid; or
- the date on which the Policyholder wants the employer to be removed from the policy. Such date must be stated in written notice to Hartford Life, and must be after the date of the notice.

INCORPORATION PROVISION

Booklet-Certificate

The Booklet-certificate(s), and the endorsement form(s) enclosed therein, attached to this Policy are hereby incorporated in, and made a part of, this policy.

Booklet Form(s):

GBD-1100 A.1 (675090) GL 1.0 (FNC)

Endorsement Form(s):

GBD Rider A (675090) 1.0 (FNC)

The terms found in the Booklet-certificate(s) will control:

- the benefit plan provisions;
- the eligibility and effective date of insurance rules;
- the termination of insurance rules;
- exclusions; and
- other general policy provisions pertaining to state insurance law requirements.

SCHEDULE OF INSURANCE

Schedule of Insurance

The Schedule(s) of Insurance for Group Insurance Policy GL-675090 listed below:

- Basic Life Insurance
- Accidental Death, Dismemberment and Loss of Sight Benefit
- Supplemental Life Insurance
- Supplemental Dependent Life Insurance

are shown in Booklet-certificate(s) GBD-1100 A.1 (675090) GL 1.0 (FNC).

The Schedule(s) of Insurance will control the:

- benefit amounts and maximum limits;
- eligibility and effective date rules; and
- other schedule amounts and limits,

which apply to the employees of the Policyholder.

PREMIUMS

Initial Monthly Premium Rates

The initial monthly premium rates to be charged for employee Coverage and/or child/spouse coverage, if applicable, will be:

Basic Life Insurance: \$.19 per \$1,000

Supplemental Life Insurance: for each \$1,000 of Supplemental Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

| Employee Age | Rate |
|---------------------|-------------|
| Less than 25 | \$.08 |
| 25 - 29 | \$.08 |
| 30 - 34 | \$.11 |
| 35 - 39 | \$.14 |
| 40 - 44 | \$.17 |
| 45 - 49 | \$.34 |
| 50 - 54 | \$.59 |
| 55 - 59 | \$.95 |
| 60 - 64 | \$1.25 |
| 65 - 69 | \$1.84 |
| 70 - 74 | \$5.77 |
| 75 or over | \$5.77 |

Supplemental Dependent Life Insurance:

Spouse:

for each \$1,000 of Supplemental Dependent Life Insurance the monthly premium rate shall be determined in accordance with the spouse's age as follows:

| Employee Age | Rate |
|---------------------|-------------|
| Less than 25 | \$.08 |
| 25 - 29 | \$.08 |
| 30 - 34 | \$.11 |
| 35 - 39 | \$.14 |
| 40 - 44 | \$.17 |
| 45 - 49 | \$.34 |
| 50 - 54 | \$.59 |
| 55 - 59 | \$.95 |
| 60 - 64 | \$1.25 |
| 65 - 69 | \$1.84 |
| 70 - 74 | \$5.77 |
| 75 or over | \$5.77 |

Child(ren):

\$2.00 per child unit

Basic Accidental Death & Dismemberment and Loss of Sight Benefit: \$.02 per \$1,000

Hartford Life reserves the right to terminate Dependent Life Insurance Benefits on any premium due date on which:

- there are fewer than 10 persons insured for Dependent Coverage; or
- less than 75% of the persons eligible for Dependent Coverage on a Contributory Basis are insured.

Hartford Life shall give the Policyholder 31 days notice of its intent to terminate the Dependent Life Insurance Benefit.

The Initial Monthly Premium Rates may be converted as follows:

| To Convert Rates to: | Use a Conversion Factor of: |
|----------------------|-----------------------------|
| -- annual rates | 11.8227 |
| -- semi-annual rates | 5.9557 |
| -- quarterly rates | 2.9852 |

PREMIUMS
(Continued)

Change in Monthly Premium Rates

Initial Monthly Premium rates are guaranteed as follows:

| | |
|--|--------------------|
| <u>Basic Life Insurance</u> | until July 1, 2007 |
| <u>Supplemental Life Insurance</u> | until July 1, 2007 |
| <u>Supplemental Dependent Life Insurance</u> | until July 1, 2007 |
| <u>Accidental Death, Dismemberment and Loss of Sight Benefit</u> | until July 1, 2007 |

Subject to the Rate Guarantee period shown above, Hartford Life has the right to change premium rates on any premium due date if:

- written notice is delivered to the Policyholder's last address on record; and
- the change is effective at least 31 days after the date of notice.

The rate guarantee described above (the "Rate Guarantee") supersedes only those provisions appearing elsewhere in this policy which give Hartford Life the right to change the premium rates, and then, only for the period of time stated for the Rate Guarantee. However, Hartford Life may change the premium rates during the Rate Guarantee period if there is a change in the group policy, or if there is a 10% increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. Hartford Life may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in this policy.

Calculation

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after the policy is in force, the premium charges will begin:

- the day the coverage is effective, if it is also the first day of a policy month; or if not
- the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both Hartford Life and the Policyholder agree to in writing.

PREMIUMS
(Continued)

Premium Payments

Premium payments are due and payable in full to a place designated by Hartford Life or, with respect to the initial premium payment, premium payments may be made to an authorized agent of Hartford Life.

Payment of premiums for a period before it is due will not guarantee the insurance for that period.

Experience Rating

If the policy is experience rated, any credit amount due the Policyholder will be allowed him on the Policy Anniversary Date and, at the Policyholder's request, will be:

- paid to him in cash;
- used to reduce his premiums; or
- used to provide additional insurance for Covered Persons.

Any credit amount shall be determined by the rating plan or plans used by Hartford Life.

POLICY PROVISIONS

Entire Contract

The contract between the parties consists of:

- the policy;
- the application of the Policyholder, a copy of which is attached to and made a part of the policy when issued; and
- the applications, if any, of each insured person.

All statements made by the Policyholder, Participant Employers, and persons insured under the policy are true and complete to the best of the knowledge and belief of the person(s) making them. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his beneficiary.

Incontestability

Except for non-payment of premium, the insurance provided by the policy cannot be contested after such insurance has been in effect for a period of 2 years.

Change in The Policy

No change may be made unless approved in writing by the President; or a Vice President; an Assistant Vice President; a Secretary; or an Assistant Secretary of Hartford Life. No other person may change or waive any part of the policy. Any approved change shall be added to the policy in writing.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects Hartford Life's liability under the policy, Hartford Life may change the policy, the premiums or both. Such change:

- will be effective as of the date of the change to the state or federal law;
- will not be made until Hartford Life gives the Policyholder 31 days notice.

Right to Amend

Notwithstanding the above, after the policy has been in force for 12 months, Hartford Life may change any or all of the provisions of this contract by notifying the Policyholder. Hartford Life must give the Policyholder at least 31 days advance written notice of any change.

Grace Period

Hartford Life will allow the Policyholder a 45 day grace period for the payment of all premiums after the first. During this 45 day period, the policy will stay in force. If the owed premium is not paid by the 45th day, the policy will automatically terminate. If the Policyholder gives Hartford Life written advance notice of an earlier cancellation date, the policy will terminate on the earlier date. Premium is due for each day the policy is in force.

POLICY PROVISIONS
(Continued)

Termination of Policy

Hartford Life may terminate the policy for the following reasons by giving the Policyholder 31 days written notice:

- The Policyholder fails to furnish any information which Hartford Life may reasonably require;
- The Policyholder fails to perform any of his other obligations pertaining to this policy;
- Less than 100% of the persons eligible for coverage on a Non-contributory Basis are insured; or
- Less than 75% of the persons eligible for coverage on a Contributory Basis are insured.
- Fewer than 10 persons are insured.

In addition, Hartford Life may terminate this policy on any premium due date after the policy has been in force for 12 months.

Certificate

Hartford Life will give the Policyholder an individual Booklet-certificate for each insured employee. The Booklet-certificate is part of the policy, and will explain the important features of the policy.

Data To Be Furnished

The Policyholder will give Hartford Life all information Hartford Life needs regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for 1 year after that, Hartford Life may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

If the Policyholder gives Hartford Life any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

No Replacement for Workers' Compensation

The policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Jurisdiction

This policy is governed by the laws of the state where it is delivered.

**NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE LIFE AND
HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Tennessee 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 Tennessee 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 those 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 selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following 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 this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Tennessee. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
 - the insurer was not authorized to do business in this state;
 - their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.
-

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless qualified under Section 403(b) of the Internal Revenue Code, except that, even if qualified under Section 403(b), unallocated annuities issued to employee benefit plans protected by the federal Pension Benefit Guaranty Corporation are not covered.

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. Also, for any one insured life, the association will pay a maximum of \$300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits – again, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages.

THE TENNESSEE 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 TENNESSEE. YOU SHOULD NOT RELY ON COVERAGE BY THE TENNESSEE 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.

THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
1200 FIRST UNION TOWER
150 4TH AVENUE NORTH
NASHVILLE, TENNESSEE 37219-2433

TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
