



Bates Batteries
20 Freedom Pond Road
Greer, SC 29650

November 30, 2016

Group Number: TM 05940658-G

Dear Cindy Embree:

Thank you again for selecting MetLife as your Group Benefit Carrier.

We are pleased to advise you that the installation of your new coverage(s) with us is now complete!

Enclosed is your MetLife policy, which includes your Application for Group Insurance, and the applicable certificate(s). Coverage certificates must be distributed to all of your insured employees. If you did not choose to receive certificates electronically, they will be shipped separately within the next few days. Please be advised that the certificates include the MetLife Gramm-Leach-Bliley (GLB) Privacy Notice.

We are pleased to provide you access to our online administrative manual at www.whymetlife.com/adminmanual/. This site provides you the most current and important administration information such as: required state Life and Health Guaranty Association Notices (to inform you about state protections in case of insurer insolvency), forms, and other helpful tools.

I'd like to remind you that our toll-free Customer Service number, 1-800-275-4638, is available to you and your employees. Option 2 will allow you, as Administrator, to accomplish a number of self-service functions. For example, among other actions, you can terminate an employee's coverage or check your premium balance or the last payment posted. (You will need your Customer number and Division when using the toll-free number. These numbers are referenced on your monthly billing statement).

If you are a customer with employees working in the State of Connecticut, please review the "CT Employee Terminations" topic found in MetLife's online Administration Manual under the appropriate coverage section (www.whymetlife.com/adminmanual/).

We are committed to ensuring that our customers know how intermediaries are paid. To keep you informed, we have enclosed a document titled, "Intermediary and Producer Compensation Notice."

Our goal is to provide you with an exceptional level of consistent and responsive service. Reinforcing our brand positioning in the marketplace, *MetLife is easier*, we aim to make you and your employees' experience with MetLife both productive and pleasant.

Sincerely,
Small Market Customer Service Team

Enclosures: Policy/Certificate
Cc: (Broker)

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (“Products”) with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an “Intermediary”). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife’s current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife’s base compensation and supplemental compensation plans can be found on MetLife’s Web site at www.metlife.com/brokercompensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call 1-800-275-4638. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your MetLife sales representative. Compensation paid to your MetLife sales representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your MetLife sales representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your MetLife sales representative or calling (866) 796-1800.

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy. The Schedule of Exhibits lists each Exhibit to this policy, to whom it applies and its effective date.

Policyholder: Bates Batteries

Group Policy No.: TM 05940658-G

EFFECTIVE DATE:

This policy will take effect on December 01, 2016.

POLICY ANNIVERSARIES

Policy anniversaries will be December 01, 2017 and each subsequent December 01.


PREMIUM PAYMENTS

This policy is issued in return for the payment by the Policyholder of required Premiums. Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid by this policy's effective date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

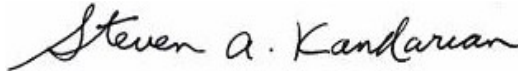
POLICY SITUS

This policy is issued for delivery in and governed by the laws of South Carolina.

Signed as of this policy's effective date at MetLife's home office in New York, New York.



Timothy J. Ring
Vice President and Secretary



Steven A. Kandarian
Chairman, President and Chief Executive Officer



Signed by
(A licensed MetLife agent or resident agent as required by law.)

Date: 11/30/2016

GROUP DENTAL INSURANCE POLICY

NON-DIVIDEND PAYING

TABLE OF CONTENTS

Section	Page
POLICY FACE PAGE	
Effective Date.....	1
Policy Anniversaries.....	1
Premium Payments.....	1
Policy Situs.....	1
DEFINITIONS.....	5
SCHEDULE OF INSURANCE.....	6
ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE.....	6
CONTRIBUTIONS.....	6
PREMIUM RATE(S).....	6
Initial Rate(s).....	6
Frequency of Premium Payment.....	6
Computation of Premium.....	6
Premiums for Changes in Insurance.....	6
Right to Change Premium Rates.....	7
GRACE PERIOD.....	7
END OF INSURANCE PROVIDED BY THIS POLICY.....	8
REINSTATEMENT.....	8
GENERAL PROVISIONS.....	9
Entire Contract.....	9
Policy Changes or Waivers.....	9
Incontestability: Statements Made by the Policyholder.....	9
Incontestability: Statements Made by Covered Persons.....	9
Certificates.....	9
Assignment.....	10
Information Needed and Policy Administration.....	10
Misstatement of Age.....	10
Non-Dividend Paying.....	10
Conformity with Law.....	10
SCHEDULE OF EXHIBITS	SCH/EXHIBITS
EXHIBIT 1: Schedule of Premium Rates.....	EXHIBIT1
EXHIBIT 2: Certificate Forms.....	EXHIBIT2
EXHIBIT 3: List of Policyholders, Subsidiaries, Affiliates and Divisions.....	EXHIBIT3

DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Contribution means the amount the Policyholder may require the Employee to pay towards the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means insurance for which the Policyholder may require the Employee to pay at least part of the Premium.

Covered Person means an Employee and/or a Dependent as set forth in the Exhibit which applies to the Employee.

Dependent is defined in the Exhibit which applies to the Employee.

Employee is described in the Exhibit which applies to the Employee.

Employer means the Policyholder shown on page 1 and any subsidiaries, affiliates, divisions, branches or other similar entities of such Policyholder as specified in Exhibit 3.

Noncontributory Insurance means insurance for which the Policyholder may not require the Employee to pay any part of the Premium.

Policy Anniversary is defined on page 1.

Policy Month. The first Policy Month will begin on the effective date shown on page 1. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

Premium means the amount the Policyholder must pay to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on page 1.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

Written or **Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

SCHEDULE OF INSURANCE

The Schedules of Insurance which apply under this policy are set forth in the Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions that apply under this policy are set forth in the Exhibits.

CONTRIBUTIONS

The Policyholder will not require an Employee to contribute to the cost of Noncontributory Insurance.

The maximum amount that an Employee may be required to contribute to the cost of Contributory Insurance will not exceed the Premium charged for the amounts of such insurance.

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in Exhibit 1.

Frequency of Premium Payment

Premiums for this policy will be paid as shown on page 1. MetLife and the Policyholder may agree that payment be made in advance every 3, 6, or 12 months.

Computation of Premium

The Premium due on any Premium Due Date is determined by the total amount of insurance provided by this policy on such Premium Due Date, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

MetLife may use any reasonable method to compute Premiums due under this policy.

Premiums for Changes in Insurance

For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month. However, if a policy amendment or evidence of good health is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If this policy ends, or if insurance ends for a class of persons, Premium will be charged to the date insurance ends. If insurance ends for other reasons, Premium will be charged to the end of the Policy Month in which insurance ends.

PREMIUM RATES (continued)

Right to Change Premium Rates

MetLife may change Premium rates for changes which materially affect the risk assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;
2. when a class of eligible persons is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;
3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;
4. when there is a significant change in the geographic distribution of insured Employees;
5. when applicable law requires a change in:
 - a. the insurance provided by this policy; and/or
 - b. the class of persons eligible for insurance under this policy; or
6. when a Premium Due Date coincides with or next follows:
 - a. a change greater than 25% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or
 - b. a change greater than 25% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

In addition, MetLife may change Premium rates:

1. except as may be stated in Exhibit 1, on any date on or after the first Policy Anniversary; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 31 days before such change; and
2. on any other date agreed to by MetLife and the Policyholder.

The new Premium rates will apply only to Premiums due on or after the date the rate change takes effect.

GRACE PERIOD

Each Premium due after the effective date of this policy may be paid up to 31 days after its Premium Due Date. This period is the grace period. The insurance provided by this policy will stay in effect during this period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, this policy will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder, this policy will continue in effect until the date such notice is given.

Policyholder's intent to end this policy during the grace period. The Policyholder may notify MetLife in Writing prior to the end of the grace period of its intent to end this policy before the end of the grace period. In this case, this policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

GRACE PERIOD (continued)

If the Policyholder replaces this policy with another group insurance policy but does not give MetLife notice of intent to end this policy, the grace period provisions will apply.

Grace period extensions. MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date this policy will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance under this policy was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder can end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife can end this policy as follows:

1. on the date Premium is not paid when due, subject to the Grace Period provisions; or
2. on any Premium Due Date, by giving the Policyholder 31 days advance Written notice, if less than:
 - a. for Dental Expense Benefits for Employees, 35% of persons eligible under this policy are insured for Contributory Insurance;
 - b. 100% of persons eligible under this policy are insured for Noncontributory Insurance; or
 - c. 10 Employees are insured by this policy.
3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or
4. on any Policy Anniversary, except during a Rate Guarantee Period as may be provided in Exhibit 1, by giving the Policyholder 31 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

REINSTATEMENT

The Policyholder may request to reinstate this policy within one year from the date it ended. The request must be in Writing and it must provide MetLife with information that MetLife requires to consider such request. If MetLife approves the request, the policy will be reinstated on the date stated in Writing by MetLife.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this policy, including its Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers. The terms and provisions of this policy may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of this policy. A sales representative, or other MetLife employee, who is not an officer of MetLife, does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by the Policyholder. Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application. Except as stated below, MetLife will not use such statement to contest insurance after it has been in force for 2 years from its effective date, or date of last reinstatement. Such 2 year time limit does not apply to MetLife's use of fraudulent statements to contest accident and health insurance.

Incontestability: Statements Made by Covered Persons. Any statement made by a Covered Person will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person or his beneficiary.

Except as stated below, MetLife will not use a Covered Person's statements which relate to insurability to contest insurance after it has been in force for 2 years during his life. In addition, except as stated below, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during his life. Such 2 year time limit does not apply to MetLife's use of fraudulent statements to contest accident and health insurance or an increase or benefit addition to such insurance.

Certificates. MetLife will issue certificates to the Policyholder for delivery to each Covered Person, as appropriate. Such certificate will describe the Covered Person's benefits and rights under this policy. "Certificate" includes any of MetLife's insurance riders, notices or other attachments to the certificate.

GENERAL PROVISIONS (continued)

Assignment. The rights and benefits under this policy are not assignable prior to a claim for benefits, except as required by law or as permitted by MetLife.

Information Needed and Policy Administration. All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Will be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in Writing by MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements of the Policyholder's plan as set forth in the certificates to this policy.

Misstatement of Age. If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

Non-Dividend Paying. This policy does not pay dividends.

Conformity with Law. If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	December 01, 2016
2	Certificate Forms	All Covered Persons	December 01, 2016
3	List of Policyholder's Subsidiaries, Affiliates, Divisions, Branches and Other Similar Entities	All Covered Persons	December 01, 2016

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Voluntary Dental Benefits will be in effect from December 01, 2016 through November 30, 2017.

Dental Expense Benefits:

	Amount per unit for Dental Expense Benefits in force hereunder
Employee Only	\$32.71
Employee and Spouse	\$69.96
Employee and Child(ren)	\$77.09
Employee and Family	\$122.56

The premium renewal rates on December 01, 2017 will not increase more than 6% from the initial schedule of premium rates listed above.

EXHIBIT 2

CERTIFICATE FORMS

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2000	All Active Full-Time Employees	December 01, 2016

EXHIBIT 3

LIST OF POLICYHOLDER SUBSIDIARIES, AFFILIATES, DIVISIONS, BRANCHES AND OTHER SIMILAR ENTITIES

The subsidiaries, affiliates, divisions, branches and other similar entities listed below are included for insurance under this policy as of the effective dates shown below. The Policyholder acts for all listed subsidiaries, affiliates, divisions, branches and other similar entities in all matters of this policy. Such actions bind all listed subsidiaries, affiliates, divisions, branches and other similar entities.

MetLife and the Policyholder must agree to any change to this list. If change is needed, a policy amendment will be issued and attached to this policy to reflect the change to this Exhibit.

Name/Address of Subsidiary, Affiliate, Division, Branch and Other Similar Entity	Effective Date
Bates Batteries 7170 Hodgson Memorial Drive Savannah, GA 31406	December 01, 2016
Bates Batteries 1791 A Woodruff Road Greenville, SC 29607	December 01, 2016
Bates Batteries 127 East Blackstock Road Spartanburg, SC 29301	December 01, 2016
Bates Batteries 6303 Rivers Ave. North Charleston, SC 29406	December 01, 2016
Bates Batteries 252B Harbison Blvd Columbia, SC 29212	December 01, 2016
Bates Batteries 1494B Wade Hampton Blvd Greer, SC 29650	December 01, 2016
Bates Batteries 6615 CS Calhoun Memorial HWY Easley, SC 29640	December 01, 2016
Bates Batteries 2031 Sam Rittenberg Blvd Ste 102 West Ashley, SC 29407	December 01, 2016
Bates Batteries 621 Johnnie Dodds Blvd Mt Pleasant, SC 29464	December 01, 2016
Bates Batteries	December 01, 2016

10159 Two Notch Road, Ste. B
Columbia, SC 29407