



The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

CERTIFIES THAT Group Policy No. GL 000400001000-03816 has been issued to

The Commerce Trust Company as Trustee for The Lincoln National Life Insurance Company Voluntary Insurance Trust

The issue date is August 1, 2004 for the Participating Employer.

Participating Employer: Big 5 Corp.

The insurance is effective only if the Employee is eligible for insurance and becomes and remains insured as provided in the Group Policy.

Certificate of Insurance for Eligible Class

IMPORTANT INFORMATION REGARDING YOUR INSURANCE. If you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in its sale, or if you have additional questions, then you may contact the insurance company at the above address or phone them at 1-(800) 423-2765. If unable to obtain satisfaction from the company or agent, you may contact the state regulatory agency at California Department of Insurance, Consumer Communications Bureau, 300 South Spring Street, Los Angeles, CA 90013, or by telephone at 1-800-927-4357. Please have your policy number available.

You are entitled to the benefits described in this Certificate if you are eligible for insurance under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms.

The Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in the Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in the Policy.

A handwritten signature in cursive script, reading "Dennis R. Gass".

PRESIDENT

CERTIFICATE OF GROUP LIFE INSURANCE

Big 5 Corp.
000400001000-03816
SCHEDULE OF INSURANCE

ELIGIBLE CLASS

All Full-Time Employees

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible employees to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under the Policy to elect additional benefit amounts. Evidence of insurability is not required during this period provided certain conditions are met as described in the Schedule of Insurance. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods. Employees who have been previously declined for a benefit amount or increase are not eligible to participate in the Open Enrollment.

There will be an Open Enrollment Period beginning November 1st and ending December 31st for eligible Employees to enroll for or to increase their current benefit amounts.

Coverage elected during this period will be effective:

- (1) January 1st following the enrollment period, if Actively at Work on that day; or
- (2) The day the Insured Person resumes Active Work, if not Actively at Work on the day the elected coverage or increase would otherwise take effect.

Big 5 Corp.
000400001000-03816
SCHEDULE OF INSURANCE
For
All Full-Time Employees

MINIMUM HOURS: 40 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Dates of Coverages" section)
60 days of continuous Active Work

Basic Annual Earnings means your annual base salary or annualized hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It also includes:

1. bonuses averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter.

It does **not** include commissions, overtime pay or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records or the amount for which premium has been paid; whichever is less.

LIFE INSURANCE

Benefit Amount

Personal Life Insurance

Option 1:

One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$10,000 and a maximum of \$750,000. If you initially become insured after attaining age 70 your benefit is subject to a maximum of \$50,000.

Option 2:

Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$10,000 and a maximum of \$750,000. If you initially become insured after attaining age 70 your benefit is subject to a maximum of \$50,000.

Option 3:

Three times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$10,000 and a maximum of \$750,000. If you initially become insured after attaining age 70 your benefit is subject to a maximum of \$50,000.

Option 4:

Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$10,000 and a maximum of \$750,000. If you initially become insured after attaining age 70 your benefit is subject to a maximum of \$50,000.

Option 5:

Five times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$10,000 and a maximum of \$750,000. If you initially become insured after attaining age 70 your benefit is subject to a maximum of \$50,000.

Big 5 Corp.
000400001000-03816
SCHEDULE OF INSURANCE
For
Class 1
LIFE INSURANCE
(Continued)

Personal Life Insurance will be reduced as follows:

- At age 70, benefits will reduce by 33% of the original amount;
- At age 75, benefits will reduce an additional 33% of the original amount.

Benefits will terminate when you retire.

If you first enroll for Personal Life Insurance at age 70 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which you are eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Personal Life Insurance amounts exceed \$300,000 at initial enrollment;
2. the current amount of Personal Life Insurance in excess of \$300,000 increases by 10% or \$20,000 after the initial enrollment due to a salary increase within the 12 months prior to the annual policy anniversary; or
3. Personal Life Insurance amounts exceed the guarantee issue amount of \$10,000 at initial enrollment or is increased, if enrolled after age 60 through age 69;
4. initial Personal Life Insurance is elected or increased after age 70; or
5. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at your own expense.

Big 5 Corp.
000400001000-03816
SCHEDULE OF INSURANCE
For
Class 1
LIFE INSURANCE
(Continued)

DEPENDENTS INSURANCE

Benefit Amount

Spouse Life Insurance

- | | |
|-----------|--|
| Option 1: | 50% of your Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$5,000 and a maximum of \$250,000. |
| Option 2: | One times your Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$5,000 and a maximum of \$250,000. |
| Option 3: | One and one-half times your Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$5,000 and a maximum of \$250,000. |
| Option 4: | Two times your Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$5,000 and a maximum of \$250,000. |
| Option 5: | Two and one-half times your Basic Annual Earnings, rounded to the next higher \$1,000; subject to a minimum of \$5,000 and a maximum of \$250,000. |

Child Life Insurance

Dependent Child (age 1 days to 6 months)	\$250
Dependent Child (age 6 months to 26 years)	\$10,000

Spouse Life Insurance will be reduced as follows:

- by 33% of the original amount when your Spouse attains age 70;
- by an additional 33% of the original amount when your Spouse attains age 75.

Spouse Insurance will terminate when you retire.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Spouse Life Insurance amounts exceed the guarantee issue amount of \$50,000 at initial enrollment;
2. the amount of Spouse Life Insurance in excess of the guarantee issue amount, increases after the initial enrollment due to salary or benefit increases;
3. initial Spouse Life Insurance is elected or increased after age 60; or
4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at your own expense.

You may elect Dependent Life Insurance (Spouse and/or Child), provided you are also insured in the Voluntary Life Insurance Program.

Big 5 Corp.
000400001000-03816
SCHEDULE OF INSURANCE
For
Class 1
LIFE INSURANCE
(Continued)

Participation in the Voluntary program is based on the Participating Employer's enrollment remaining above:

- (1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
- (2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

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AMOUNT OF INSURANCE

The amount of your insurance is determined by the Schedule of Insurance in the Policy. The initial amount of coverage is the amount which applies to your classification on the day your coverage becomes effective. You may become eligible for increases in the amount of insurance in accordance with the Schedule of Insurance. Any such increase will be effective on:

- (1) the first day of the Insurance Month which coincides with or follows the date on which you become eligible for the increase; provided you are Actively at Work on that day;
- (2) the day you resume Active Work, if not Actively at Work on the day the increase otherwise would have been effective; or
- (3) the day determined by the Company after any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not you are Actively at Work.

DEFINITIONS

ACTIVE WORK OR ACTIVELY AT WORK means the full-time performance of all customary duties of an employee's occupation at the EMPLOYER'S place of business (or other business location to which the EMPLOYER requires the employee to travel.)

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or DATE means at 12:01 A.M., Standard Time, at the Group Policyholder's place of business when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place, when used with regard to termination dates.

EMPLOYER means the Group Policyholder or the Participating Employer named on the Face Page.

FULL-TIME EMPLOYEE means an employee of the EMPLOYER:

- (1) whose employment with the EMPLOYER is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the number of hours as shown in the Schedule of Insurance.

INSURANCE MONTH means:

- (1) that period of time beginning on the Issue Date of the Policy and extending for one month; and
- (2) each subsequent month beginning on the same day after that.

POLICY means the Group Insurance Policy issued by the Company to the Group Policyholder. A copy of the Policy may be examined upon request at the Group Insurance Service Office of the Group Policyholder.

YOU or YOUR means a FULL-TIME EMPLOYEE who is covered by Personal Insurance, or whose Dependents are covered by Dependents Insurance under the Policy.

ELIGIBILITY

If you are a Full-Time Employee and a member of an employee class shown in the Schedule of Insurance; then you will become eligible for the coverage provided by the Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the day you complete the Waiting Period.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATES OF COVERAGES

Your insurance is effective on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the day you become eligible for the coverage;
- (2) the day you resume Active Work, if you are not Actively at Work on the day you become eligible;
- (3) the day you make written application for coverage; and sign:
 - (a) a payroll deduction order; or
 - (b) an order to pay premiums from your Flexible Benefit Plan account, if Employer contributions are paid through a Flexible Benefit Plan; or
- (4) the first day of the Insurance Month following the date the Company approves your coverage, if evidence of insurability is required.

Evidence of insurability is required if:

- (1) you apply for coverage in excess of the Guaranteed Acceptance Amount (or in any amount when first applying at age 70 or older);
- (2) you apply to enroll for or increase coverage more than 31 days after you become eligible;
- (3) you make written application to re-enroll for coverage after you have requested:
 - (a) to cancel your coverage;
 - (b) to stop payroll deductions for the coverage; or
 - (c) to stop premium payments from your Flexible Benefit Plan account; or
- (4) you apply to reinstate coverage after it lapses, due to failure to pay premiums when due.

EXCEPTION. If your coverage terminates due to an approved leave of absence or a military leave, any Waiting Period or evidence of insurability requirement will be waived upon your return; provided:

- (1) you return within six months after the leave begins;
- (2) you apply or are enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

TERMINATION OF COVERAGE

Your coverage terminates on the earliest of:

- (1) the day the Policy terminates or your Employer ceases to be a Participating Employer;
- (2) the last day of the Insurance Month in which you request termination;
- (3) the last day of the period for which the premium for your insurance has been paid;
- (4) the day you cease to be a member of an employee class, attain age 80 or die;
- (5) with respect to any particular insurance benefit, the day the part of the Policy providing that benefit terminates;
- (6) the day your employment with the Employer terminates; or
- (7) the day you enter the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work terminates your eligibility. However, you may continue coverage as follows:

- (1) If you are disabled due to illness or injury, then coverage may be continued until the earliest of:
 - (a) 12 Insurance Months after the disability begins;
 - (b) the date you are no longer disabled; or
 - (c) for Life insurance, the date you qualify for the Extension of Death Benefit under the Policy.

The required premium payments must be received from the Employer throughout the period of continued insurance.

- (2) If you go on an approved Family or Medical Leave and are **not** entitled to the more favorable continuation during disability, coverage may be continued until the earliest of:
 - (a) the end of the leave period approved by the Employer;
 - (b) the end of the leave period required by federal law, or any more favorable period required by a similar law;
 - (c) the date you notify your Employer that you will not return; or
 - (d) the date you begin employment with another employer.

The required premium payments must be received from the Employer throughout the period of continued insurance.

- (3) If you go on a military leave, coverage may be continued for the greater of:
 - (a) the same period allowed for an approved Family or Medical Leave; or
 - (b) any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the Employer.

The required premium payments must be received from the Employer throughout the period of continued insurance.

- (4) If you cease work due to a temporary lay off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a military leave), then coverage may be continued for three Insurance Months after the lay off or leave begins. The required premium payments must be received from the Employer throughout the period of continued insurance.

Conditions. In administering the above continuations, the Employer must not act so as to discriminate unfairly among Insured Persons in similar situations. You will be required to pay the Employer the premium you would have been required to pay as an Active Employee throughout the period of continued coverage.

It may be possible to continue insurance for a longer period in accord with the Portability Privilege section of the Certificate. The Portability Privilege section of this Certificate is not applicable when Policy coverage terminates solely because your spouse or child ceases to be an eligible Dependent; your Employer ceases to be a Participating Employer; or the Policy terminates.

If all or part of anyone's life insurance under the Policy terminates due to:

- (1) your Employer ceasing to be a Participating Employer;
- (2) your termination of membership in an eligible class; or
- (3) a dependent's ceasing to be an eligible family member as a result of your death or divorce, or a child's marriage or attainment of limiting age;

see the Conversion Privilege section of this Certificate.

PORTABILITY PRIVILEGE

This section applies to any Personal Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance provided by the Policy. Such insurance may be continued, by paying the required premiums, for up to 99 years when:

- (1) your employment with the Employer ends for a reason other than Total Disability or retirement; and
- (2) the insurance has been in force for at least 12 months in a row just prior to the date employment ends.

To continue insurance, written application and the first premium payment must be made to the Company, within 31 days of the date insurance would otherwise end.

AMOUNT OF COVERAGE. The amount of continued insurance may not exceed the amount in force when employment ends. During the continuation period:

- (1) the amount of insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Life Insurance.

Continued insurance will be subject to any reduction on account of age, as shown in the Schedule of Insurance.

You may decrease the amount of continued insurance at any time, by completing a request form supplied by the Company. The decrease will take effect on the first day of the Insurance Month after the Company receives the request.

PAYMENT OF PREMIUM. Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. The required premium will equal:

- (1) premium at the group rate which would apply if you remained actively employed with the Employer; plus
- (2) a direct billing fee based on the premium frequency chosen.

The premium frequency may be changed by sending the Company advance written request on forms supplied by the Company. Such request may be sent at any time while continued insurance is in force; but not during a Grace Period.

TERMINATION OF COVERAGE. Continued insurance will end on the earliest of:

- (1) the date insurance has been continued for 99 years; or
- (2) the date insurance would otherwise end if you remained an Active Employee; but continued coverage will not end when the Policy is discontinued by the Employer.

When continued insurance ends, you or your Dependent may be entitled to purchase an individual life policy, in accord with the Conversion Privilege section of this Certificate.

DEATH BENEFIT For Employees Only

The amount of your Personal Life Insurance which is in effect on the date of your death will be paid as a death benefit to your Beneficiary. If no named Beneficiary survives you, the death benefit will be paid to your estate or in accord with the terms of the Policy. Arrangements may be made to have this death benefit paid in installments.

EXCLUSION. Benefits will not be payable if your death:

- (1) results from suicide while sane; and
- (2) occurs within two years after your Personal Life Insurance takes effect.

However, suicide is no defense to payment of life insurance benefits under the Policy unless the Company can show that you intended suicide when applying for the insurance.

BENEFICIARY

Your Beneficiary will be as shown on your enrollment card, unless changed. Only you or your assignee may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action taken by the Company before it received notice of the change.

EXTENSION OF DEATH BENEFIT IF YOU BECOME TOTALLY DISABLED For Employees Only

Any Personal Life Insurance on your life will be continued, without payment of premiums; if while you are insured:

- (1) you become Totally Disabled before you reach age 60; and
- (2) you submit proof of your disability which is received by the Company:
 - (a) within 12 months after your Total Disability begins; or
 - (b) as soon as reasonably possible after that.

Upon receipt of such proof, the Company will refund all premiums paid for your coverage from the date Total Disability began.

The life insurance continued will be subject to the reductions and terminations shown in the Policy.

DEFINITION OF TOTAL DISABILITY. For this benefit, Total Disability:

- (1) means you are unable, due to sickness or injury, to perform the material and substantial duties of any employment or occupation for which you are or become qualified by reason of education, training, or experience; and
- (2) must continue for at least 180 days.

From time to time, you must submit proof that your Total Disability is continuing.

Any life insurance which has been continued under this benefit will be terminated automatically on the day:

- (1) you cease to be Totally Disabled;
- (2) you fail to take a required medical examination;
- (3) you fail to submit any required proofs; or
- (4) you reach Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance.

ASSIGNMENTS

Personal Life Insurance may be assigned. The assignments allowed under the Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;
and
- (3) it is approved by the Company.

The Company and the Employer do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. You may make an irrevocable assignment of your Personal Life Insurance as a gift (with no consideration), providing you have the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of your relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, your spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If you make an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. You should consult with your own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, you can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to you in the absence of the assignment under the Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon your death, the beneficiary may assign the Personal Life Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of the Policy.

CONVERSION PRIVILEGE

GENERAL CONVERSION PRIVILEGE. If your insurance or insurance on a Dependent terminates due to:

- (1) termination of your employment or membership in an eligible class; or
- (2) a dependent's ceasing to be an eligible family member due to your death or divorce, or a child's marriage or attainment of the limiting age;

then an individual life policy, known as a conversion policy, may be purchased without evidence of insurability.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

The conversion policy issued under this General Conversion Privilege will:

- (1) be in an amount not to exceed the amount of life insurance which was terminated; less the amount of any group life insurance for which the person becomes eligible within 31 days after insurance terminates;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION UPON POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased if:

- (1) all or part of your insurance or insurance on a Dependent terminates due to amendment or termination of the Policy; and
- (2) the person applying for the conversion Policy has been covered continuously under the Policy for at least 5 years.

A conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Privilege; except its amount may not exceed the lesser of:

- (1) \$10,000; or
- (2) the amount of life insurance which terminates, less the amount of any group life insurance for which the person becomes eligible within 31 days after the termination.

The conversion policy will take effect on the later of:

- (1) its date of issue; or
- (2) 31 days after the date the insurance terminated.

If death occurs during the 31 day conversion period, the Company will pay the life insurance which could have been converted even if no one applied for the conversion policy.

NOTICE. When your insurance terminates, written notice of your right to convert will be given to you. If written notice is not given to you at least 15 days before the end of the 31 day conversion period, an additional period in which to convert will be granted. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after you are given the written notice; or
- (2) 60 days after the end of the 31 day conversion period, even if you are never given such notice.

No death benefit will be payable under the Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

DEATH BENEFIT. If your Dependent spouse or child dies while insured under the Policy, the Company will pay the amount of Dependents Life Insurance in effect on the date of the death. This amount is shown in the Schedule of Insurance. The death benefit will be paid to you. If you are not living when your Dependent dies, the death benefit will be paid to your beneficiary or in accord with the Facility of Payment section of the Policy.

EXCLUSION. Benefits will not be payable if your Dependent's death:

- (1) results from suicide, while sane; and
- (2) occurs within two years after insurance for that Dependent takes effect.

However, suicide is no defense to payment of life insurance benefits under the Policy unless the Company can show that your Dependent intended suicide when applying for the insurance.

DEPENDENT. A Dependent means a person who meets the definition of a dependent of yours under the provision of the U.S. Internal Revenue Code; and is your:

- (1) spouse who is not legally separated from you;
- (2) unmarried child at least 1 day but less than 26 years of age;
- (3) unmarried child less than 26 years of age and a full-time student at an accredited college or university; or
- (4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

A legally adopted child is considered your child from the date of placement in your home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption. In addition to naturally born and legally adopted children, the word "child" includes your stepchild or foster child; provided the child resides in your household and is dependent on you for principal support. If more than one of a child's parents are insured under the Policy, that child may be insured under only one Certificate.

The term Dependent does not include an Insured Person, or anyone serving in the armed forces of any state or country.

ELIGIBILITY. You become eligible for Dependents Life Insurance on the later of:

- (1) the date you become eligible for other coverages provided by the Policy;
- (2) the effective date of this section; or
- (3) the date you first acquire a Dependent (as defined by the Policy).

EFFECTIVE DATE. Your Dependents Life Insurance will become effective on the later of:

- (1) the date you become eligible for Dependents Life Insurance;
- (2) the first day of the Insurance Month following the date you sign your payroll deduction order and apply for the coverage; or
- (3) the first day of the Insurance Month following the date the Company approves any required evidence of insurability on all your Dependents.

If you acquire a new Dependent child while insured for Dependents Life Insurance, his or her insurance will become effective on the date the Dependent is acquired.

DELAYED EFFECTIVE DATE. If a Dependent is in a Period of Limited Activity on the day his or her Dependent Life Insurance would otherwise take effect; then insurance for that Dependent will not take effect until the day after:

- (1) his or her final discharge from the health care facility; or
- (2) resuming the normal activities of a healthy person of the same age and sex.

"Period of Limited Activity" means a period when a spouse or child is confined in a health care facility; or, whether confined or not, is unable to perform the regular and usual activities of a healthy person of the same age and sex.

DEPENDENTS LIFE INSURANCE

(Continued)

EVIDENCE OF INSURABILITY. Each of your Dependents must submit evidence of insurability satisfactory to the Company, if you:

- (1) apply for Spouse Life Insurance in excess of the Guaranteed Acceptance Amount (or in any amount for a spouse age 60 or older);
- (2) apply to enroll for or increase Spouse Life Insurance more than 31 days after:
 - (a) first becoming eligible for Dependent Life Insurance; or
 - (b) first acquiring an eligible spouse;
- (3) apply to enroll for or increase Children's Life Insurance more than 31 days after:
 - (a) first becoming eligible for Dependent Life Insurance; or
 - (b) first acquiring an eligible child;
- (4) apply for Dependents Life Insurance after requesting:
 - (a) to terminate the Dependents Insurance; or
 - (b) to cancel premium payments by payroll deduction or through a Flexible Benefits Plan account; or
- (5) apply to reinstate continued Dependents Life Insurance after it lapses due to failure to pay premium when due.

TERMINATION OF DEPENDENTS INSURANCE. Your Dependents Insurance for any spouse or child will cease on the earliest of:

- (1) the date the Policy terminates or your Employer ceases to be a Participating Employer;
- (2) the date Dependent Insurance is discontinued under the Policy;
- (3) the last day of the Insurance Month in which termination is requested;
- (4) the last day of the Insurance Month for which premium payment is made for such Dependents Insurance;
- (5) the date you cease to be in a class of employees which is eligible for Dependents Insurance or die;
- (6) the date your spouse or child ceases to be an eligible Dependent, as defined by this section;
- (7) the date your employment with the Participating Employer ends; or
- (8) the date you or your Dependent enters the armed services of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

Dependents Insurance for your Dependent children will also cease on:

- (1) the date your Personal Life Insurance ceases, if the child is enrolled under an Employee and Children's Plan; or
- (2) the date Spouse Insurance for your spouse ceases, if the child is enrolled under a Spouse and Children's Plan.

When Dependents Insurance ceases because your employment ends, it may be possible to continue coverage in accord with the Portability Privilege section of this Certificate. When Dependents Insurance ceases for any reason except nonpayment of premium, it may be possible to purchase an individual life policy in accord with the Conversion Privilege section of this Certificate.

MISSTATEMENT OF AGE. If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

ASSIGNMENT. Dependents Insurance may not be assigned.

INCONTESTABILITY. Except for nonpayment of premiums, the Company may not contest the validity of the Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death or dismemberment benefits.

CLAIMS PROCEDURES FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: The Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment (AD&D) claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include your name, address and Policy number.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then you or your Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of an AD&D claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.

*** Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done as soon as reasonably possible. These time limits will not apply to a life insurance claim, or to any claim while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have you examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If you fail to cooperate with an examiner or fail to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under the Policy will be paid:

- (1) immediately after the Company receives complete proof of claim and confirms liability; and
- (2) in no event more than 30 days after the Company receives acceptable proof of claim.

TO WHOM PAYABLE

Death. Any benefits payable for your death will be paid in accord with the Beneficiary, Facility of Payment and Settlement Options sections of the Policy. If the Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) you, if you survive that Dependent; or
- (2) your Beneficiary, or in accord with the Facility of Payment section; if you do not survive that Dependent.

Dismemberment. If the Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than your death benefit, will be paid to you.

CLAIMS PROCEDURES **(Continued)**

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of the Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice:

- (1) within 15 days after resolving the claim;
- (2) within 30 days after receiving acceptable proof of claim; and
- (3) if reasonably possible, within:
 - (a) 90 days after receiving the first proof of a death or dismemberment claim; or
 - (b) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected. In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of the Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under the Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

CLAIMS PROCEDURES (Continued)

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the claimant a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under the Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from you, or from your Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any AD&D benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required. These time limits will not apply to a life insurance claim, however.

CERTIFICATE AMENDMENT

Your Certificate is amended by the addition of the following provision.

ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of your Personal Life Insurance or Spouse Life Insurance. It may be paid to you, in a lump sum, once during your lifetime.

To qualify, you must:

- (1) have satisfied the Active Work requirement under the Policy;
- (2) have been insured under the Policy for at least 12 months; and
- (3) have at least \$2,000 of Personal Life Insurance under the Policy on the day before the Accelerated Death Benefit is paid.

To qualify, your Terminal Dependent spouse must:

- (1) have satisfied the Nonconfinement or Period of Limited Activity requirement under the Policy;
- (2) have been insured under the Policy for at least 12 months; and
- (3) have at least \$2,000 of Spouse Life Insurance under the Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person or Terminal Dependent spouse for whom the Accelerated Death Benefit is requested.

"Terminal" means you or your Dependent spouse has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, you (or your legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. Before paying an Accelerated Death Benefit for your Dependent spouse, the Company must also receive your written consent. (See Limitations 3, 4, 5, and 6.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO YOU SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. You may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

ACCELERATED DEATH BENEFIT
(Continued)

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
- B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless you qualify for waiver of premium under the Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under the Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. Your Death Benefit will be paid in accord with the Beneficiary section of the Policy. Your Dependent spouse's Death Benefit will be paid to you, or in accord with the Dependent Life Insurance section of the Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to you. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

**ACCELERATED DEATH BENEFIT
(Continued)**

LIMITATIONS. No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if you have filed for bankruptcy;
- (4) without the written consent of the beneficiary, if you have named an irrevocable beneficiary;
- (5) without your written consent, if the Claimant is your Terminal Dependent spouse;
- (6) without the written consent of the assignee, if you have assigned your rights under the Policy;
- (7) if any part of the Life Insurance must be paid to your child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (8) if the Claimant is Terminal due to a suicide attempt, while sane; or due to an intentionally self-inflicted injury;
- (9) if a government agency requires you or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (10) if an Accelerated Death Benefit has been previously paid for the Claimant under the Policy.

This amendment takes effect on your effective date of coverage under the Policy. However, if you are not Actively at Work on that date, the change will not take effect until the date you resume Active Work. In all other respects, the Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

CERTIFICATE AMENDMENT

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO: 000400001000-03816

ISSUED TO: Big 5 Corp.

Your Certificate is amended by the addition of the following provisions.

PRIOR INSURANCE CREDIT UPON TRANSFER OF LIFE INSURANCE CARRIERS

This provision prevents loss of life insurance coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which the Policy replaced within 1 day of the prior plan's termination date.

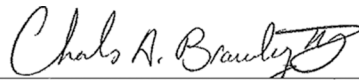
FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, the Policy will provide life coverage if you:

- (1) were insured under the prior plan on its termination date;
- (2) were otherwise eligible under the Policy; but were not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) are not entitled to any extension of life insurance under the prior plan; and
- (4) are not Totally Disabled (as defined in the Extension of Death Benefit section of the Policy) on the date the Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until you satisfy the Policy's Active Work rule, the amount of your group life insurance under the Policy will not exceed the amount for which you were insured under the prior plan on its termination date.

This Amendment takes effect on your effective date of coverage under the Policy. In all other respects, your Certificate remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

CERTIFICATE AMENDMENT

**TO BE ATTACHED TO AND MADE A PART OF THE CERTIFICATE FOR
GROUP POLICY NO.: 000400001000-03816**

ISSUED TO: Big 5 Corp.

The definition of DEPENDENT shown in the DEPENDENTS LIFE INSURANCE is amended to read:

DEPENDENT. A Dependent means a person who is your:

- (1) spouse, who is not legally separated from you;
- (2) Domestic Partner who meets the criteria specified by California Family Code Section 297;
- (3) Domestic Partner, as defined below, where the domestic partnership has not been registered in the state of California;
- (4) child less than 26 years of age; or
- (5) child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

The word "child" includes:

- (1) your natural child, legally adopted child, or stepchild;
- (2) a child placed with you for the purpose of adoption, from the date of placement;
- (3) a child of a domestic partner;
- (4) a foster child for whom you have assumed full parental responsibility and control.

The Definition of "**Domestic Partner**", as used when the domestic partnership has not been registered in the state of California, means your partner, of the same or the opposite sex, who meets the conditions defined in the Group Policyholder's official corporate policy/when all of the following conditions are met. You and your partner:

- (1) are age 18 or older; mentally competent; not legally married to someone else; not related to the other by blood, to a degree that would bar legal marriage; and not a party to or registered as a partner of another domestic partnership;
- (2) are in a committed, exclusive relationship with each other;
- (3) are jointly responsible for each other's welfare and financial obligations; and
- (4) have not been in another domestic partnership relationship within the prior 12 months.

Satisfactory proof that such domestic partnership exists shall be provided to the Company, upon request.]

The term Dependent does not include:

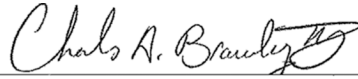
- (1) anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard; or
- (2) anyone covered under this Policy as an Insured Person.

A person may be covered as either an Insured Person or a Dependent (but not both at the same time). If both parents are Insured Persons, their child may be covered as a Dependent of either parent (but not both at the same time).

CERTIFICATE AMENDMENT
(continued)

This amendment takes effect on March 1, 2013, or on the Insured Person's effective date of coverage under the Policy; whichever is later. In all other respects, the Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

A handwritten signature in cursive script, reading "Charles A. Brantley", followed by a stylized flourish.

Officer of the Company

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent.

Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

- **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- 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 certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

CERTIFICATE AMENDMENT

TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO: 000400001000

ISSUED TO: The Commerce Trust Company as Trustee for The Lincoln National Life Insurance Company Voluntary Insurance Trust

For Participating Employer: Big 5 Corp. (03816)

It is agreed that the above policy be amended as follows.

Any exclusion for suicide for a death benefit under life insurance coverage is amended to read as follows:

EXCLUSION. Benefits will not be payable if your death or the death of your Dependent:

- (1) results from suicide while sane or insane; and
- (2) occurs within one year after your Personal Life Insurance or insurance for that Dependent takes effect.

If benefits are not payable as a result of your or your Dependent's suicide, the Company will promptly refund any premium from your or your Dependent's Effective Date of coverage.

If there is an increase to your amount of Personal Life Insurance or your Dependent's amount of life insurance following the Effective Date of coverage, the one-year period will apply; but only for the increased Amount of Personal Life Insurance or the increased amount of Dependent's life insurance.

If you or your Dependent were covered under any prior group life insurance policy that the Policy replaced with 1 day of the prior plan's termination date, the continuous months of coverage under the prior plan just before it terminated will count toward the one-year period.

The effective date of this Certificate Amendment is **August 1, 2004 or your effective date of coverage under the Policy (whichever is later)**; but only with respect to losses incurred on or after that date. Nothing contained in this Certificate Amendment shall change any of the terms and conditions of the Policy, except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

SUMMARY PLAN DESCRIPTION

The following information together with your group insurance certificate issued to you by The Lincoln National Life Insurance Company of Fort Wayne, Indiana, is the Summary Plan Description required by the Employee Retirement Income Security Act of 1974 to be distributed to participants in the Plan. This Summary Plan Description is only intended to provide an outline of the Plan's benefits. The Plan Document will govern if there is any discrepancy between the information contained in this Description and the Plan.

The name of the Plan is: Group Life and Dependent Life Insurance for Employees of Big 5 Corp..

The name, address and ZIP code of the Sponsor of the Plan is: Big 5 Corp., 2525 East El Segundo Blvd., El Segundo, CA, 90245.

Employer Identification Number (EIN): 95-1854273

IRS Plan Number: 522

The name, business address, ZIP code and business telephone number of the Plan Administrator is: Big 5 Corp., 2525 East El Segundo Blvd., El Segundo, CA, 90245, (310) 297-7650.

The Plan Administrator is responsible for the administration of the Plan and is the designated agent for the service of legal process for the Plan. Functions performed by the Plan Administrator include: the receipt and deposit of contributions, maintenance of records of Plan participants, authorization and payment of Plan administrative expenses, selection of the insurance consultant, selection of the insurance carrier and assisting The Lincoln National Life Insurance Company. The Lincoln National Life Insurance Company has the sole discretionary authority to determine eligibility and to administer claims in accord with its interpretation of policy provisions, on the Plan Administrator's behalf.

Type of Administration. The Plan is administered directly by the Plan Administrator with benefits provided in accordance with provisions of the group insurance policy issued by The Lincoln National Life Insurance Company whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska.

Type of Plan. The benefits provided under the Plan are: Group Life and Dependent Life Insurance benefits.

Type of Funding Arrangement: The Lincoln National Life Insurance Company.

All employees are given a Certificate of Group Insurance which contains a detailed description of the Benefits. The Certificate also contains the Schedule of Insurance which includes the amount of Personal Life insurance, AD&D Principal Sum, Dependent Life amounts (if any), Waiting Period and age reduction information. If your Booklet, Certificate or Schedule of Insurance has been misplaced, you may obtain a copy from the Plan Administrator at no charge.

Eligibility. Full-time employees working at least 40 hours per week.

Employees become eligible on the first of the month coinciding with or next following completion of 60 days of active full-time employment.

Evidence of Insurability is required as outlined in the Certificate Schedule of Insurance.

CONTRIBUTIONS: You are required to make contributions for Personal Life Insurance, Spouse Life Insurance and Child Life Insurance.

The Plan's year ends on: July 31st of each year.

The name and section of relevant Collective Bargaining Agreements: None

The name, title and address of each Plan Trustee: None

Loss of Benefits. The Plan Administrator may terminate the policy, or subject to The Lincoln National Life Insurance Company's approval, may modify, amend or change the provisions, terms and conditions of the policy. Coverage will also terminate if the premiums are not paid when due. No consent of any Insured Person or any other person referred to in the policy will be required to terminate, modify, amend or change the policy. See your Plan Administrator to determine what, if any, arrangements may be made to continue your coverage beyond the date you cease active work.

Claims Procedures. You may obtain claim forms and instructions for filing claims from the Plan Administrator or from the Group Insurance Service Office of The Lincoln National Life Insurance Company. To expedite the processing of your claim, instructions on the claim form should be followed carefully; be sure all questions are answered fully. In accordance with ERISA, The Lincoln National Life Insurance Company will send you or your beneficiary a written notice of its claim decision within:

- 90 days after receiving the first proof of a death or dismemberment claim (180 days under special circumstances);
- 45 days after receiving the first proof of a claim for any Extension of Death Benefit or Accelerated Death Benefit, if available under the Policy (105 days under special circumstances).

If a claim is partially or wholly denied, this written notice will explain the reason(s) for denial, how a review of the decision may be requested, and whether more information is needed to support the claim. You, or another person on your behalf, may request a review of the claim by making a written request The Lincoln National Life Insurance Company within:

- 60 days after receiving a denial notice of a death or dismemberment claim;
- 180 days after receiving a denial notice of a claim for any Extension of Death Benefit or Accelerated Death Benefit, if available under the Policy.

This written request for review should state the reasons why you feel the claim should not have been denied and should include any additional documentation to support your claim. You may also submit for consideration additional questions or comments you feel are appropriate, and you may review certain non-privileged information relating to the request for review. The Lincoln National Life Insurance Company will make a full and fair review of the claim and provide a final written decision to you or your beneficiary within:

- 60 days after receiving the request for a review of a death or dismemberment claim (120 days under special circumstances);
- 45 days after receiving the request for review of a claim for any Extension of Death Benefit or Accelerated Death Benefit, if available under the Policy (90 days under special circumstances).

If more information is needed to resolve a claim, the information must be supplied within 45 days after requested. Any resulting delay will not count toward the above time limits for claims or appeals processing. Please refer to your certificate of insurance for more information about how to file a claim, how to appeal a denied claim, and for details regarding the claims procedures.

Statement of ERISA Rights

The following statement of ERISA rights is required by federal law and regulation. As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), if any, and updated summary plan description. The administrator may make a reasonable charge for copies.

Receive a summary of the plan's annual financial report if the plan covers 100 or more participants. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights. If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

Information We May Collect And Use

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; or to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment and claims history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; to analyze in order to enhance our products and services; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are trained on the importance of data privacy.

Your Rights Regarding Your Personal Information

Access: We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

Accuracy of Information: If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years. If your requested change is denied, we will provide you with reasons for the denial. You may write to request the denial be reviewed. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request.

Accounting of Disclosures: If applicable, you may request an accounting of disclosures made of your medical information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes;
- To law enforcement officials or correctional institutions; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than two years from the date of your request.

You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

Questions about your personal information should be directed to:

Lincoln Financial Group
Attn: Enterprise Compliance and Ethics
Corporate Privacy Office, 7C-01
1300 S. Clinton St.
Fort Wayne, IN 46802

Please include all policy/contract/account numbers with your correspondence.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Financial Group Trust Company, Inc.
Lincoln Investment Advisors Corporation
Lincoln Financial Distributors, Inc.

Lincoln Life & Annuity Company of New York
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company