



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 000010255060 has been issued to
James Perse Enterprises LLC
(The Group Policyholder)

The issue date of the Policy is August 1, 2019.

Certificate of Insurance for Class 2 of Plan 1

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, <https://www.insurance.ca.gov/01-consumers/> or phone them at 1-800-927-4357. Please have your policy number available.

The Weekly Disability Income Benefits provided by the contract may be reduced by certain other income, including Social Security retirement benefits. Please read the Other Income Benefits definition carefully.

You are entitled to the benefits described in this Certificate only if you are eligible, become and remain insured 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. If the provisions of this Certificate and the Policy do not agree, the provisions of the Policy will apply.

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

PRESIDENT

**CERTIFICATE OF GROUP INSURANCE
PROVIDING
OFF-THE-JOB WEEKLY DISABILITY INCOME INSURANCE**

James Perse Enterprises LLC
000010255060
SCHEDULE OF INSURANCE

ELIGIBLE CLASS

Class 2 - All Full-Time Non-California Employees

There will be an Open Enrollment Period beginning June 15th and ending July 15th for eligible employees to enroll for Weekly Disability Income Insurance or to increase their current amounts of Weekly Disability Income Insurance. Evidence of insurability will not be required during this enrollment period provided the Insured Person:

- (1) has not been previously declined; and
- (2) elects an amount of insurance or an increase to the Insured Person's current insurance amount not to exceed the Maximum Weekly Benefit.

Coverage elected during this period that is not subject to Evidence of Insurability will become effective:

- (1) August 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.

The Policy does not replace or provide benefits required by Workers' Compensation laws or any state disability insurance plan laws.

James Perse Enterprises LLC
000010255060
SCHEDULE OF INSURANCE
For

NONOCCUPATIONAL POLICY--Occupational Injuries/Sickness are not covered by the Policy.

Class 2 - All Full-Time Non-California Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
None

CONTRIBUTIONS: You are required to contribute to the cost of the Weekly Disability Income Insurance.

WEEKLY DISABILITY INCOME INSURANCE

BENEFIT PERCENTAGE: 55%

MAXIMUM WEEKLY BENEFIT: \$4,000

MINIMUM WEEKLY BENEFIT: 10% of your Weekly Total Disability Benefit

DAY BENEFITS BEGIN: 8th consecutive day of Disability caused by Injury; and
8th consecutive day of Disability caused by Sickness.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

MAXIMUM BENEFIT PERIOD: 26 weeks

The Maximum Weekly Benefit will not exceed the Benefit Percentage times Basic Weekly Earnings.

Weekly Disability Income Insurance will terminate when you retire.

ADDITIONAL FEATURES:

Family Income Benefit: 3 times your last Weekly Benefit payable immediately prior to death.

Rehabilitation Assistance Benefit:

- Rehabilitation Incentive Benefit of 5% of Basic Weekly Earnings
- Reasonable Accommodation Benefit
- Vocational Rehabilitation Benefit

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DEFINITIONS

As used throughout the Policy, the following terms shall have the meanings indicated below. Other parts of the Policy contain definitions specific to those provisions.

ACTIVE WORK or ACTIVELY AT WORK means your performance of the Substantial and Material Acts of your Own Occupation, for the regularly scheduled number of hours, at:

- (1) the Employer's place of business; or
- (2) any other business location where the Employer requires you to travel.

Unless disabled on the prior workday or on the day of absence, you will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday that is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis.

This includes a Military Leave or an approved Family or Medical Leave that is not due to your own health condition.

BASIC WEEKLY EARNINGS or PREDISABILITY INCOME means your average weekly base salary or hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It also includes:

- (1) paid commissions 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 bonuses, 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, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by the Policy; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Schedule of Insurance.) Exception: For purposes of determining the Partial Disability Weekly Benefit, Basic Weekly Earnings will not exceed the amount shown in the Employer's financial records.

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

CPI-W is the Consumer Price Index for Urban Wage Earners and Clerical Workers, as published by the U.S. Department of Labor's Bureau of Labor Statistics. In the event the Department of Labor changes or no longer publishes the CPI-W, the Company reserves the right to use a comparable measurement.

DAY or DATE means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Group Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

DISABILITY or DISABLED means Total Disability or Partial Disability.

DEFINITIONS **(Continued)**

DISABILITY BENEFIT, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan due to disability as defined in that plan; and
- (2) does not reduce the benefits that would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in the Policy.

EMPLOYEE or FULL-TIME EMPLOYEE means a person:

- (1) whose employment with the Employer is the person's main occupation;
- (2) whose employment is for regular wage or salary, on a full-time basis;
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance;
- (4) who is a member of an Eligible Class which is eligible for coverage under the Policy;
- (5) who is not a temporary or seasonal employee; and
- (6) who is a citizen of the United States or legally works in the United States.

EMPLOYER means the Group Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

EVIDENCE OF INSURABILITY means a statement of proof of your medical history. The Company uses this to determine your acceptance for insurance or an increased amount of insurance. Such proof will be provided at your own expense.

FAMILY OR MEDICAL LEAVE means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accord with the Employer's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Employer and required by that law.

Under the federal FMLA law, such leaves are permitted for up to 12 weeks in a 12-month period as defined by the Employer. The 12 weeks:

- (1) may consist of consecutive or intermittent work days; or
- (2) may be granted on a part-time equivalency basis.

If you are entitled to a leave under both the federal FMLA law and a similar state law, you may elect the more favorable leave (but not both). If you are on an FMLA leave due to your own health condition on the date Policy coverage takes effect, you are not considered Actively at Work.

FULL-TIME, as it applies to the Partial Disability Benefit, means the average number of hours you were regularly scheduled to work, at your Own Occupation, during the week just prior to:

- (1) the date Disability begins; or
- (2) the date an approved leave of absence begins, if Disability begins while you are continuing coverage during a leave of absence.

GROUP POLICYHOLDER means the person, company, trust or other organization as shown on the Title Page of the Policy.

INJURY means physical harm or damage to the body. In determining Weekly Benefits, a Disability will be considered caused by a Sickness if:

- (1) the Disability begins more than 60 days after the Injury; or
- (2) the Injury occurred before your Effective Date under the Policy.

DEFINITIONS **(Continued)**

INSURANCE MONTH or **POLICY MONTH** means that period of time:

- (1) beginning at 12:01 a.m. Standard Time, at the Group Policyholder's place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a Person for whom Policy coverage is in effect.

MEDICALLY APPROPRIATE TREATMENT means diagnostic services, consultation, care or services that are consistent with the symptoms or diagnosis causing your Disability. Such treatment must be rendered:

- (1) by a Physician whose license and any specialty are consistent with the disabling condition; and
- (2) according to generally accepted, professionally recognized standards of medical practice.

MILITARY LEAVE means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Employer's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

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 Benefits. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods or Pre-Existing Condition Limitations. Employees who have been previously declined for coverage or increased coverage may resubmit satisfactory evidence of insurability to apply for initial coverage or increased coverage during this Open Enrollment Period.

OWN OCCUPATION or **REGULAR OCCUPATION** means any employment, business, trade or profession and the Substantial and Material Acts of the occupation you were regularly performing for the Employer when the Disability began. Own Occupation is not necessarily limited to the specific job you performed for the Employer.

PARTIAL DISABILITY or **PARTIALLY DISABLED** means you are not Totally Disabled and that while actually working in your Own Occupation, as a result of Sickness or Injury, you are unable to earn 80% or more of your Basic Weekly Earnings.

For purposes of this definition, Basic Weekly Earnings will be adjusted for inflation on an annual basis from the date of Disability using the CPI-W or other comparable measurement.

PARTIAL DISABILITY EMPLOYMENT EARNINGS means those earnings from work you perform for your Employer or from another employer for which you become employed after your Disability began.

PERSON means an Employee of the Employer:

- (1) who is a member of an Employee class which is eligible for coverage under the Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by the Policy on Insured Persons.

DEFINITIONS **(Continued)**

PHYSICIAN means:

- (1) a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
- (2) any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license. He or she must be qualified to provide Medically Appropriate Treatment for your disabling condition.

Physician does **not** include you or your relatives. Relatives include:

- (1) your spouse, siblings, parents, children and grandparents; and
- (2) your spouse's relatives of like degree.

POLICY means the group insurance Policy issued by the Company to the Group Policyholder.

PREDISABILITY INCOME--See Basic Weekly Earnings definition.

REGULAR CARE OF A PHYSICIAN or **REGULAR ATTENDANCE OF A PHYSICIAN** means you:

- (1) personally visit a Physician, whose license and any specialty qualify him or her to provide Medically Appropriate Treatment for your disabling condition;
- (2) are treated as often as medically required, according to standard medical practice, to effectively manage and treat the disabling condition and when that care would serve to improve your condition; and
- (3) receive Medically Appropriate Treatment. Such treatment must be consistent with the disabling condition; and it must be rendered according to generally accepted, professionally recognized standards of medical practice.

REGULAR OCCUPATION--See Own Occupation or Regular Occupation definition.

RETIREMENT BENEFIT, when used with the term Retirement Plan, means a benefit that:

- (1) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
- (2) does not represent contributions made by you (Payments representing Employee contributions are deemed to be received over your expected remaining life, regardless of when they are actually received.); and
- (3) is payable upon:
 - (a) early or normal retirement; or
 - (b) disability (if the payment does reduce the benefit which would have been paid at the normal retirement age under the plan, if disability had not occurred).

RETIREMENT PLAN means a defined benefit or defined contribution plan that:

- (1) provides Retirement Benefits to Employees; and
- (2) is not funded wholly by Employee contributions.

The term shall **not** include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation.

An Employer's Retirement Plan is deemed to include any Retirement Plan:

DEFINITIONS **(Continued)**

- (1) which is part of any federal, state, county, municipal or association retirement system; and
- (2) for which you are eligible as a result of employment with the Employer except it shall not include the State Teachers Retirement Fund, or State Public Employees Retirement Fund.

SICK LEAVE or SALARY CONTINUANCE PLAN means a plan that:

- (1) is established and maintained by the Employer for the benefit of Employees; and
- (2) continues payment of all or part of your Predisability Income for a specified period after you become Disabled.

It does **not** include compensation the Employer pays you for work actually performed during a Disability.

SICKNESS means illness, pregnancy or disease.

SUBSTANTIAL AND MATERIAL ACTS means the important tasks, functions and operations that:

- (1) are generally required by employers from those engaged in your Own Occupation; and
- (2) cannot be reasonably omitted or modified.

In determining what Substantial and Material Acts are necessary to pursue your Own Occupation, the Company will first look at the specific duties required by the Employer. If you are unable to perform one or more of these duties with reasonable continuity, the Company will then determine whether those duties are customarily required of other employees engaged in your Own Occupation. If any specific, material duties required of you by the Employer differ from the material duties customarily required of other employees engaged in your Own Occupation, then the Company will not consider those duties in determining what Substantial and Material Acts are necessary to pursue your Own Occupation.

TOTAL DISABILITY or TOTALLY DISABLED means that as a result of an Injury or Sickness you are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue your Own Occupation and are not working in your Own Occupation. The loss of a professional license, an occupational license or certification, or a driver's license for any reason does not, by itself, constitute Total Disability, but may be a factor that will be considered in determining whether you are Totally Disabled.

WAITING PERIOD means the period of time you must be employed in an eligible class with the Employer, before you become eligible to enroll for coverage under the Policy. The period of service must be continuous, except as explained in the Eligibility provision captioned Prior Service Credit Towards Waiting Period.

WEEKLY BENEFIT means the amount payable weekly by the Company to you while you are Totally Disabled or Partially Disabled.

WORKERS' COMPENSATION OR SIMILAR COVERAGE means coverage under a law that compensates for job related Injury or Sickness. It includes (but is not limited to):

- (1) coverage under any Workers' Compensation or occupational disease law;
- (2) coverage under the Jones Act; the Longshoreman's and Harbor Worker's Act; the Maritime Doctrine of Maintenance, Wages or Cure; or
- (3) any plan provided in place of one of those plans.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties shall consist of:

- (1) the Policy and any amendments to it;
- (2) the Group Policyholder's application (a copy of which is attached to the Policy);
- (3) any Participating Employers' applications or Participation Agreements; and
- (4) any individual applications of Insured Persons.

In the absence of fraud, all statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by the Policy, unless:

- (1) it is contained in a written statement signed by that Insured Person; and
- (2) a copy of the statement has been furnished to that Insured Person.

TIME LIMIT ON CERTAIN DEFENSES. After the Policy has been in effect for 2 years from its date of issue, no statement of the Group Policyholder in an application, except a fraudulent statement, shall be used to void the Policy; and no statement by Insured Person on a written application for insurance, except a fraudulent statement, shall be used to reduce or deny a claim after your insurance coverage, with respect to which claim has been made, has been in effect 2 years or more.

No claim for Disability commencing after two years from the Effective Date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a Sickness or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the Effective Date of the coverage with respect to which the claim is made.

RESCISSION. The Company has the right to rescind any insurance for which Evidence of Insurability was required, if:

- (1) you incur a claim during the first two years of coverage; and
- (2) the Company discovers that you made a Material Misrepresentation on your application.

A "**Material Misrepresentation**" is an incomplete or untrue statement that caused the Company to issue coverage that it would have disapproved, had it known the truth. "**To rescind**" means to cancel insurance back to its effective date. In that event, the Company will refund all premium paid for the rescinded insurance, less any benefits paid for your claims. The Company reserves the right to recover any claims paid in excess of such premiums.

MISSTATEMENT OF AGE. If your age has been misstated, any benefits shall be in the amount the paid premium would have purchased at the correct age.

GROUP POLICYHOLDER'S AGENCY. For all purposes of the Policy, the Group Policyholder acts on its own behalf or as an agent of the Insured Person. Under no circumstances will the Group Policyholder be deemed the agent of the Company.

CURRENCY. In administering the Policy:

- (1) all Predisability Income will be expressed in U.S. dollars; and
- (2) all premium and benefits must be paid in U.S. dollars.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE. The Policy does not replace or provide benefits required by:

- (1) Workers' Compensation laws; or
- (2) any state temporary disability insurance plan laws.

ASSIGNMENT. The rights and benefits under this Certificate may not be assigned.

ELIGIBILITY AND EFFECTIVE DATES

ELIGIBLE CLASSES. The classes of Employees eligible for insurance are shown in the Schedule of Insurance. The Company has the right to review and terminate any or all classes eligible under the Policy, if any class ceases to be covered by the Policy.

ELIGIBILITY. A Person becomes eligible for coverage provided by the Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

Prior Service Credit Towards Waiting Period. The Waiting Period is shown in the Schedule of Insurance. Prior service in an Eligible Class will apply toward the Waiting Period, when:

- (1) you are a former Employee and are rehired within one year after your employment ends;
- (2) you return from an approved Family or Medical Leave within:
 - (a) the 12-week period required by federal law; or
 - (b) any longer period required by a similar state law; or
- (3) you return from a Military Leave within the period required by federal USERRA law.

EFFECTIVE DATE. Your initial amount of Personal Insurance becomes effective at 12:01 a.m. 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 date you resume Active Work, if not Actively at Work on the day you become eligible;
- (3) the date you make written application for coverage and sign:
 - (a) a payroll deduction order, if you pay any part of the Policy premiums; or
 - (b) an order to pay premiums from your Flexible Benefits Plan account, if Employer contributions are made through such an account; or
- (4) the date the Company approves your Evidence of Insurability, if required.

Any increased or additional coverage becomes effective at 12:01 a.m. on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the day on which you become eligible for the increase, if Actively at Work on that day;
- (2) the date you resume Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the date 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.

Evidence of Insurability. Evidence of Insurability satisfactory to the Company must be submitted (at your expense); when:

- (1) you make written application for coverage (or an increased amount of coverage) more than 31 days after becoming eligible for the coverage; or
- (2) you make written application for coverage after you have requested:
 - (a) to cancel insurance;
 - (b) to stop payroll deductions for the insurance; or
 - (c) to stop premium payments from the Flexible Benefits Plan account.

Effective Date for Change in Eligible Class. You may become a member of a different Eligible Class. Coverage under the different Eligible Class will be effective:

- (1) on the first day of the Insurance Month coinciding with or next following the date of the change;
- (2) except as stated in the Effective Date provision for increases or decreases.

ELIGIBILITY AND EFFECTIVE DATES (Continued)

REINSTATEMENT RIGHTS. If your coverage terminates due to one of the following breaks in service, you will be entitled to reinstate the coverage upon resuming Active Work with the Employer within the required timeframe. **"Reinstatement"** or **"to reinstate"** means to re-enroll for Policy coverage, without satisfying a new Waiting Period or providing Evidence of Insurability. Reinstatement is available upon:

- (1) return from an approved Family or Medical Leave within:
 - (a) the 12-week period required by federal law; or
 - (b) any longer period required by a similar state law;
- (2) return from a Military Leave within the period required by federal USERRA law;
- (3) return from any other approved leave of absence within six months after the leave begins;
- (4) return within 12 months following a lay off; or
- (5) return within 12 months following termination of employment for any other reason.

To reinstate coverage, you must apply for coverage or be re-enrolled within 31 days after resuming Active Work in an Eligible Class. The reinstated amount of insurance may not exceed the amount that terminated. Reinstatement will take effect on the date you return to Active Work.

If the above conditions are met, and the Policy includes a Pre-Existing Condition Exclusion, then:

- (1) the months of leave will count towards any unmet Pre-Existing Condition Exclusion period;
and
- (2) a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance.

A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance.

INDIVIDUAL TERMINATIONS

TERMINATION OF COVERAGE. Your coverage will terminate at 12:00 midnight on the earliest of:

- (1) the date the Policy terminates or the Employer's participation ends (but without prejudice to any claim incurred prior to termination);
- (2) the date your class is no longer eligible for insurance;
- (3) the date you cease to be a member of an Eligible Class;
- (4) the last day of the Insurance Month in which you request termination;
- (5) the last day of the last Insurance Month for which premium payment is made on your behalf;
- (6) the end of the period for which the last required premium has been paid;
- (7) with respect to any particular insurance benefit, the day the portion of the Policy providing that benefit terminates;
- (8) the date your employment with the Group Policyholder or Participating Employer terminates (unless coverage is continued as provided below); or
- (9) the date 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.)

CONTINUATION RIGHTS. Ceasing Active Work results in termination of your eligibility for coverage, but coverage may be continued as follows.

Disability. If you are absent due to Total Disability or engaged in Partial Disability employment, coverage may be continued:

- (1) until the Day Benefits Begin; and
- (2) during the period for which benefits are payable.

The Company must receive the required premium from the Employer until the first day of the Insurance Month coinciding with or next following the Day Benefits Begin.

Premium payments for Weekly Disability Income Insurance will be waived:

- (1) from the first day of the Insurance Month coinciding with or next following the Day Benefits Begin;
- (2) until the first day of the Insurance Month coinciding with or next following the end of the period for which benefits are payable.

If coverage is to be continued following a period for which premiums were waived, premium payments must be resumed as they become due.

Family or Medical Leave. If you go on an approved Family or Medical Leave and are **not** entitled to the more favorable continuation available during Disability, coverage may be continued until the earliest of:

- (1) the end of the leave period approved by the Employer;
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date you notify the Employer that you will not return; or
- (4) the date you begin employment with another employer.

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

Military Leave. If you go on a Military Leave, coverage may be continued for the same period allowed for an approved Family or Medical Leave. The required premium payments must be received from the Employer, throughout the period of continued coverage.

Lay Off or Other Leave. 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); 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 coverage.

INDIVIDUAL TERMINATIONS (Continued)

Conditions. In administering the above continuations, the Employer must not act so as to discriminate unfairly among Insured Persons in similar situations. Insurance may **not** be continued when you cease Active Work due to a labor dispute, strike, work slowdown or lockout.

INDIVIDUAL TERMINATION DURING DISABILITY. Termination of your coverage during a Disability will have no effect on benefits payable for that period of Disability.

PORTABILITY

ELIGIBILITY. The Policy provides portability for up to 12 months, when your insurance under the Policy terminates because your employment with the Employer ends; provided:

- (1) you are not Disabled, retired or on a leave of absence; and
- (2) you were insured under the Employer's short term disability plan for at least 12 months in a row, just prior to the date employment ended. The 12 months may be a combination of coverage under the Policy, and under any prior group short term disability plan the Policy replaces.

Continuation of insurance under this Portability provision will follow any state required continuation or other continuation allowed under the Ceasing Active Work section of the Policy.

Portability is not available to you if your insurance terminates because:

- (1) your Employer ceases to be a Participating Employer; or
- (2) the Policy is terminated by the Employer or the Company.

APPLICATION. To continue insurance under the Portability provision, written application and the first premium payment must be made 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. Continued insurance may not be increased. A former Employee may decrease the amount of continued insurance:

- (1) at any time during the continuation period;
- (2) 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 PREMIUMS. Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. The required premium will equal:

- (1) the group rate in effect when employment ends; plus
- (2) a direct billing fee based upon 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 under this Portability provision has been continued for 12 months;
- (2) the date the Policy terminates; but without prejudice to any claim incurred prior to termination;
- (3) the last day of the Insurance Month in which termination of the continued insurance is requested;
- (4) the end of the period for which premium has been paid;
- (5) the date you die or retire;
- (6) the date 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);
- (7) the date you return to an eligible class under the Policy; or
- (8) the date you are covered under any other group short term disability plan.

CLAIMS PROCEDURES FOR WEEKLY DISABILITY INCOME BENEFITS

NOTICE AND PROOF OF CLAIM -- Notice of Claim. Written notice of a Disability claim must be given:

- (1) within 20 days after the Injury or Sickness causing Disability begins; or
- (2) 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 and address, and the number of the Policy.

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, you may send the Company written proof of Disability in a letter. It should state the date the Disability began, its cause and degree. The Company will periodically send you additional claim forms.

Proof of Claim. The Company must be given written proof of a Disability claim:

- (1) within 90 days after the Day Benefits Begin; or
- (2) as soon as reasonably possible after that.*

Proof of claim must be provided at your own expense. It must show the date the Disability began, its cause and degree. Documentation must include the following:

- (1) completed statements by you and your Employer;
- (2) a completed statement by the attending Physician, which must describe any restrictions on the performance of the duties of your Regular Occupation;
- (3) proof of any other income received, and of any other benefits available from other income sources, which may affect Policy benefits;
- (4) a signed authorization for the Company to obtain more information; and
- (5) any other items the Company may reasonably require in support of the claim.

Proof of continued Disability and Regular Care of a Physician must be given to the Company, upon request. This must be supplied within 45 days after the Company requests it. If it is not, benefits may be denied or suspended.

***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:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while you lack legal capacity.

EXAMINATION. The Company may have you examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required while a claim or appeal is pending.

Any such exam will be at the Company's expense.

The Company may determine that (in its opinion) you have:

- (1) failed to cooperate with an examiner;
- (2) failed to take an exam scheduled by the Company; or
- (3) postponed such an exam more than twice.

In that event, benefits may be denied or suspended, until the required exam is completed.

CLAIMS PROCEDURES

(Continued)

TIME OF PAYMENT OF CLAIMS. When the Company receives proof of claim, Weekly Disability Income Benefits payable under the Policy will be paid immediately after the Company receives complete proof of claim and confirms liability. Such benefits will be paid biweekly, during any period for which the Company is liable. If benefits are due for less than a week, they will be paid on a pro rata basis. The daily rate will equal 1/7 of the Weekly Benefit. Any balance, which remains unpaid at the end of the period of liability, will be paid within 15 days after the Company receives complete proof of claim and confirms liability.

INTEREST ON LATE CLAIMS. Any disability income benefits will accrue interest from the 31st day, if the Company fails to:

- (1) send a delay notice, within 30 days after receiving the initial proof of claim; or
- (2) make a disability income benefit payment or send a notice of its claim decision, within 30 days after receiving complete proof of claim and enough information to determine liability.

In that event, simple interest will accrue at the rate of 10% per year. But interest will not accrue while the Company is waiting for relevant information requested from you, the employer, or a health care provider; or is investigating a report of possible fraud.

TO WHOM PAYABLE. All Weekly Disability Income Benefits are payable to you, while living. After your death, benefits will be payable as follows.

- (1) Any Survivor Benefit will be payable in accord with that section.
- (2) Any other benefits will be payable to your estate.

If a benefit becomes payable to:

- (1) your estate; or
- (2) a minor or any other person who is not legally competent to give a valid receipt;

then up to \$1,000 may be paid to any relative of yours that the Company finds entitled to payment. If payment is made in good faith to such a relative, the Company will not have to pay that benefit again.

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

- (1) the reason for the denial, under the terms of the Policy and any internal guidelines;
- (2) whether more information is needed to support the claim; and
- (3) how you may request a review of the decision by the Company or by the state Department of Insurance. It will include the address and phone number of their consumer complaint unit.

This notice will be sent within 15 days after the Company receives complete proof of claim and enough information to determine liability. It will be sent within 45 days after the Company receives the first proof of claim, if reasonably possible.

Exception: The Company may need more information from you to process a claim. If so, 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. Within 180 days after receiving a denial notice, you may request a claim review by sending the Company:

- (1) a written request; and
- (2) any written comments or other items to support the claim.

You may review certain non-privileged information relating to the request for review.

CLAIMS PROCEDURES

(Continued)

Notice of Decision. The Company will review the claim and send you a written notice of its decision. The notice will state 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, 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.

This 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.

Delay Notice. If the Company needs more than 45 days to process an appeal, in a special case:

- (1) an extension of up to 45 more days will be permitted; and
- (2) the Company will send you 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: The Company may need more information from you to process an appeal. If so, 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 plan participant or beneficiary must first seek two administrative reviews of the adverse claim decision, in accord with this section. After the required reviews:

- (1) an ERISA plan participant or beneficiary may bring legal action under Section 502(a) of ERISA; and
- (2) 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, full reimbursement to the Company is required within 60 days. If reimbursement is not made, the Company has the right to:

- (1) reduce future benefits and suspend payment of the Minimum Weekly Benefit under the Policy, until full reimbursement is made;
- (2) reduce benefits payable to you or your beneficiary under any group insurance policy issued by the Company, until full reimbursement is made; or
- (3) recover such overpayments from you or your 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 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.

WEEKLY DISABILITY INCOME INSURANCE

TOTAL DISABILITY BENEFIT. The Company will pay a Weekly Total Disability Benefit for each week the Total Disability continues, if you:

- (1) become Totally Disabled while insured for this benefit;
- (2) are under the Regular Care of a Physician; and
- (3) at your own expense, submit proof of continued Total Disability and Physician's care to the Company upon request.

Duration. Benefits start on the Day Benefits Begin, and end on the earliest of:

- (1) the date you cease to be Totally Disabled or die; or
- (2) the date the Maximum Benefit Period ends.

Proportional benefits will be paid for a partial week of Total Disability.

At the Company's option, benefits may also be denied or suspended on the date you (without good cause):

- (1) fail to take a required medical exam;
- (2) fail to cooperate with an examiner; or
- (3) postpone a required exam more than twice.

Amount. The amount of the Weekly Total Disability Benefit equals the lesser of:

- (1) your Basic Weekly Earnings multiplied by the Benefit Percentage; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan;
- (2) 100% of your Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- (3) the Maximum Weekly Benefit.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of your Basic Weekly Earnings.

The amount of the Weekly Total Disability Benefit will not be less than the Minimum Weekly Benefit, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

PARTIAL DISABILITY BENEFIT. The Company will pay a Weekly Partial Disability Benefit, if you:

- (1) become Partially Disabled while insured for this benefit;
- (2) are under the Regular Care of a Physician, if required; and
- (3) at your own expense, submit proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

You are not required to be Totally Disabled prior to receiving Weekly Partial Disability Benefits. The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination of these. Proportional benefits will be paid for a partial week of Partial Disability.

Duration. Benefits start on the Day Benefits Begin, and will cease on the earliest of:

- (1) the date Total Disability Benefits become payable;
- (2) the date you die;
- (3) the date the Maximum Benefit Period ends; or
- (4) the date you earn more than 99% of Basic Weekly Earnings.

The Basic Weekly Earnings referenced in this section will be adjusted for inflation on an annual basis from the date of Disability using the CPI-W or other comparable measurement.

WEEKLY DISABILITY INCOME INSURANCE (Continued)

If your Partial Disability Employment Earnings fluctuate, the Company has the option to average the most recent three months' earnings and continue the claim; provided that average does not exceed the percentage of earnings allowed above. A Weekly Benefit will not be payable for a week in which earnings exceed that percentage, however.

At the Company's option, benefits may also be denied or suspended on the date you (without good cause):

- (1) fail to take a required medical exam;
- (2) fail to cooperate with an examiner; or
- (3) postpone a required exam more than twice.

Amount. During the first 12 months in which Weekly Partial Disability Benefits are payable, the amount of the Weekly Partial Disability Benefit equals:

- (1) Your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits, including the amount of your Partial Disability Employment Earnings that, when added to the amount calculated in item (1) above, exceeds 100% of your Basic Weekly Earnings.

Basic Weekly Earnings, as used in the offset in (2), will be adjusted for inflation on an annual basis from the date of Disability using the CPI-W or other comparable measurement.

If the Weekly Partial Disability Benefits are payable for more than 12 months, the amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) (1) Your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits, except for Partial Disability Employment Earnings; or
- (B) Your Basic Weekly Earnings minus Other Income Benefits, including 100% of the amount of Partial Disability Employment Earnings you receive.

The amount of the Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit, unless the Minimum Weekly Benefit plus Other Income Benefits would exceed 100% of your Basic Weekly Earnings.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, and Minimum Weekly Benefit are shown in the Schedule of Insurance.

WEEKLY DISABILITY INCOME INSURANCE (Continued)

OTHER INCOME BENEFITS means Earnings, benefits, awards, or settlements from the following sources. These amounts will be offset, in determining your Weekly Benefit. **Except for Retirement Benefits and Earnings, these amounts must result from the same Disability for which a Weekly Benefit is payable under the Policy.**

Compulsory Benefits. Any disability income benefits you receive under:

- (1) state temporary disability income benefit laws;
- (2) state no fault auto insurance laws;
- (3) any other compulsory benefit act or law (except temporary Workers' Compensation and laws of like intent).

Other Insurance Plans. Any disability income benefits which you receive under any no fault auto plan.

Employee Benefit Plans. Any disability income benefits which you receive under the Employer's Sick Leave or Salary Continuance Plan. This does **not** include vacation pay, severance pay, or pay for work actually performed during a Disability.

Employer's Retirement Plan. Any Disability Benefits or Retirement Benefits you receive under the Employer's Retirement Plan.

Social Security and other Government Retirement Plans. The following Social Security or other Government Retirement Plan benefits will be offset:

- (1) **disability benefits** which you and any spouse or child receives, because of your Disability;
- (2) **unreduced retirement benefits** which you and any spouse or child receives, because of your eligibility for unreduced retirement benefits; or
- (3) **reduced retirement benefits** actually received by you and any spouse or child, because of your receipt of reduced retirement benefits.

As used above, "**Government Retirement Plans**" include disability and retirement benefits under:

- (1) the federal Social Security Act, Jones Act or Railroad Retirement Act;
- (2) the Canada Pension Plan or Quebec Pension Plan;
- (3) any similar plan or act of any country, state, province or other political unit; or
- (4) any plan provided in place of one of the above plans except for the State Teachers Retirement Fund, or the State Public Employees Retirement Fund.

"Earnings" or "Partial Disability Employment Earnings", as used in this provision, means those earnings from work you perform for your Employer or from another employer for which you become employed after your Disability began.

For the first 12 months benefits are payable while working, the amount of the offset will be limited to the amount of work earnings that, when added to the Total Disability Monthly Benefit payable, exceed 100% of your Basic Weekly Earnings or Pre-Disability Income. The Basic Weekly Earnings or Pre-Disability Income will be adjusted for inflation on an annual basis from the date of Disability using the CPI-W or other comparable measurement.

WEEKLY DISABILITY INCOME INSURANCE (Continued)

After 12 months, the amount of the offset will be 100% of the work earnings actually received.

Earnings include (but are not limited to) a:

- (1) salaried or hourly Employee's gross earnings (shown on Form W-2); including:
 - (a) wages, tips, commissions, bonuses and overtime pay; and
 - (b) any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;
- (2) proprietor's net profit (figured from Form 1040, Schedule C);
- (3) professional corporation shareholder's net profit (figured from Form 1040, Schedule C);
- (4) partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and
- (5) Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).

Recovery from Third Party. Any amount you recover from a third party as a result of the Disability (whether by judgment, settlement or otherwise). The offset:

- (1) will be reduced by attorney fees and other reasonable costs of recovery; and
- (2) will not exceed 100% of the net settlement.

Exceptions. The following will **not** be considered Other Income Benefits, and will not be offset in determining the Weekly Benefit:

- (1) a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
- (2) reimbursement for hospital, medical or surgical expense;
- (3) reimbursement for attorney fees or other reasonable costs of claiming Other Income Benefits;
- (4) group credit or mortgage disability insurance;
- (5) early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
- (6) benefits from permanent Workers' Compensation;
- (7) any amounts under the Employer's Retirement Plan that:
 - (a) represent your contributions; or
 - (b) are received upon termination of employment without being disabled or retired;
- (8) benefits from a 401(k), profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation;
- (9) vacation pay, holiday pay, or severance pay or paid time-off pay; or
- (10) disability income benefits under any individual policy, association group plan, franchise plan, or auto liability insurance policy (except no fault auto insurance).

RULES CONCERNING OTHER INCOME BENEFITS

Refunding Overpayments. Upon receiving Other Income Benefits, you must refund any resulting overpayment of Weekly Benefits under the Policy. If you do not promptly refund an overpayment to the Company within 60 days, in a lump sum, then:

- (1) the Company will reduce or eliminate future payments; and
- (2) the Minimum Weekly Benefit will not apply, until the amount is repaid.

Cost of Living Freeze. After the first deduction for each of the Other Income Benefits (except Earnings), its amount will be frozen. The Weekly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

WEEKLY DISABILITY INCOME INSURANCE
(Continued)

RECURRENT DISABILITY. "Recurrent Disability" means a Disability caused by an Injury or Sickness which is the same as, or related to, the cause of a prior Disability for which Weekly Benefits were payable.

- (1) A Recurrent Disability will be treated as a new period of Disability, if you:
 - (a) have returned to your Own Occupation; and
 - (b) have worked on a full-time basis, for two consecutive weeks or more.A new Day Benefits Begin and new Maximum Benefit Period will apply.
- (2) A Recurrent Disability will be treated as part of the prior Disability, if you:
 - (a) have returned to your Own Occupation; and
 - (b) have worked on a full-time basis, for less than two consecutive weeks.The same Day Benefits Begin and same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability.

To qualify for a Weekly Benefit for a Recurrent Disability, the Insured Person must earn less than the percentage of Predisability Income specified in the Partial Disability Benefit section. Benefit payments will be subject to all other terms of the Policy that applied to the prior Disability.

This Recurrent Disability provision will cease to apply when you become eligible for coverage under any other group short-term disability policy.

EXCLUSIONS

GENERAL EXCLUSIONS. Weekly Benefits will not be payable for any period of Disability:

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which you are not under the Regular Care of a Physician; or
- (3) which is the result of war (declared or undeclared) or any act of war.

PRE-EXISTING CONDITION LIMITATION. The Policy will not cover any period of Disability:

- (1) which is caused or substantially contributed to by a Pre-Existing Condition or medical or surgical treatment of a Pre-Existing Condition; and
- (2) which begins in the first 12 months after your Effective Date.

"Pre-Existing Condition" means a Sickness or Injury for which you received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition within 3 months prior to your Effective Date.

VOLUNTARY VOCATIONAL REHABILITATION BENEFIT

BENEFIT. If you are Disabled and are receiving Weekly Benefits under the Policy, you may be eligible for a Vocational Rehabilitation Benefit. This benefit consists of services which may include:

- (1) vocational evaluation, counseling, training or job placement;
- (2) job modification or special equipment; and
- (3) other services which are proposed and accepted as part of the Rehabilitation Program to help you return to work.

This benefit is included in the premium rate for the Policy. You will not be charged any additional premium for this benefit.

ELIGIBILITY. You may be eligible for the Vocational Rehabilitation Benefit if the Company finds that you:

- (1) are Totally or Partially Disabled;
- (2) have the physical and mental abilities needed to complete a Rehabilitation Program; and
- (3) are reasonably expected to return to work after completing the Rehabilitation Program; in view of your degree of motivation and the labor force demand for workers in the proposed occupation.

AMOUNT. The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under your health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

CONDITIONS. The Company, you, or your Physician may first propose vocational rehabilitation. When a Rehabilitation Program is approved by the Company, the Policy's definition of "Disability" will be waived during the rehabilitation period; however, it will be reapplied after the Rehabilitation Program ends. The amount and duration of any Weekly Disability benefits payable after the Rehabilitation Program ends will be based upon the provisions of the Policy.

Participation in a Rehabilitation Program is voluntary and such participation does not affect your eligibility for other benefits under the Policy, with the exception of any Rehabilitation Incentive Benefit, if included.

DEFINITION.

"Rehabilitation Program" means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
 - (a) you;
 - (b) your Physician; and
 - (c) any current or prospective employer, when appropriate; and
- (2) which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of the Policy.

REHABILITATION INCENTIVE BENEFIT

BENEFIT. The Company will pay you a Rehabilitation Incentive Benefit if you are Totally or Partially Disabled and actively participating in a Rehabilitation Program approved by the Company.

This benefit is included in the premium rate for the Policy. You will not be charged any additional premium for this benefit.

AMOUNT. The amount of the Rehabilitation Incentive Benefit is shown in the Schedule of Insurance.

The Rehabilitation Incentive Benefit is paid in addition to any other Policy benefits, and is not subject to Policy provisions that would otherwise reduce the benefit amount, such as the Other Income Benefits provision.

DURATION. The Rehabilitation Incentive Benefit starts on the latest of:

- (1) the date you begin to participate in an approved Rehabilitation Program; or
- (2) the date the Company approves your Rehabilitation Program.

The Rehabilitation Incentive Benefit will cease on the earliest of:

- (1) the date the Weekly Total or Partial Disability Benefits would otherwise cease under the Policy; or
- (2) the date you cease participation in an approved Rehabilitation Program.

DEFINITION.

"Rehabilitation Program" means a written vocational rehabilitation program:

- (1) which the Company develops with input from:
 - (a) you;
 - (b) your Physician; and
 - (c) any current or prospective employer, when appropriate; and
- (2) which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

PROOF. Written proof of active participation in a Rehabilitation Program must be given:

- (1) within 90 days after the Day Benefits Begin; or
- (2) as soon as reasonably possible after that.

Proof of active participation must be provided at your own expense. The proof must be sent to the Company's Group Insurance Service Office. It should include your name and address and the number of the Policy.

Exception: Failure to furnish proof of active participation in a Rehabilitation Program within the required time period will not invalidate the benefit, if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while you lack legal capacity.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of the Policy.

REASONABLE ACCOMMODATION BENEFIT

BENEFIT. If you are Disabled and are receiving Weekly Benefits under the Policy, then the Group Policyholder may be eligible for a Reasonable Accommodation benefit. This benefit reimburses the Group Policyholder for 50% of the expense incurred for reasonable accommodation services for you, but will not exceed the lesser of:

- (1) a maximum benefit of \$2500 for any one Insured Person; or
- (2) the Company's expected liability for your Weekly Disability Income claim.

Such services may include:

- (1) providing you a more accessible parking space or entrance;
- (2) removing barriers or hazards to you from the worksite;
- (3) special seating, furniture or equipment for your work station;
- (4) providing special training materials or translation services during your training; and
- (5) other services as specified within the written and approved proposal to help you return to work with the Group Policyholder.

This benefit is included in the premium rate for the Policy and you will not be charged any additional premium for this benefit.

ELIGIBILITY. The request for a Reasonable Accommodation benefit may be voluntarily made by the Insured Person or the Group Policyholder. To qualify for the Reasonable Accommodation benefit, the Group Policyholder must have an Insured Person:

- (1) whose Disability prevents the performance of his or her Own Occupation at the Group Policyholder's worksite;
- (2) who has the physical and mental abilities needed to perform his or her Own Occupation or another occupation at the Group Policyholder's worksite, but only with the help of the proposed accommodation; and
- (3) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation benefit is less than the expected liability for your Weekly Disability Income claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

- (1) the Group Policyholder;
- (2) you; and
- (3) your Physician, when appropriate.

The proposal must state:

- (1) the purpose of the proposed accommodation; and
- (2) the times, dates, and costs of the services.

CONDITIONS. The Company, the Group Policyholder, you, or your Physician may voluntarily propose an accommodation. A proposed accommodation must be voluntarily accepted by you and the Group Policyholder and such acceptance does not affect your eligibility for other benefits under the Policy.

The proposal must be approved by the Company in writing.

The Company will reimburse the Group Policyholder upon receipt of proof that the Group Policyholder:

- (1) has provided the services for you; and
- (2) has paid the provider for the services.

OTHER PROVISIONS. Unless stated otherwise, the Reasonable Accommodation benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of the Policy.

FAMILY INCOME BENEFIT

BENEFIT. The Company will pay a benefit to the Eligible Survivor(s) when satisfactory written proof is received that you died:

- (1) after Disability had continued for at least 14 consecutive days; and
- (2) while receiving a Weekly Benefit.

If payment becomes due to your children; then payment will be made to:

- (1) the surviving children, in equal shares; or
- (2) a person named by the Company to receive payments on the children's behalf.

This payment will be valid and effective against all claims by others representing, or claiming to represent, your children.

If there are no Eligible Survivors, payment will be made to your estate.

AMOUNT. The Family Income Benefit is shown in the Schedule of Insurance. Reductions for Other Income Benefits will not apply.

DEFINITION.

"Eligible Survivor(s)" means your:

- (1) surviving spouse or domestic partner; or, if none,
- (2) surviving children who are under age 25 on your date of death.

OTHER PROVISIONS. Unless stated otherwise, this benefit is subject to all the Definitions, Exclusions, Claims Procedures, and other provisions of the Policy.

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 July 1, 2016, is \$546,741. 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. Changes to this amount will be posted on the Association's website www.califega.org.

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.

**AMENDMENT TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO:
000010255060**

ISSUED TO: James Perse Enterprises LLC

Your Certificate is amended by adding the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income 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 disability income policy, which the Policy replaced within 1 day of the prior plan's termination date.

FAILURE TO SATISFY ACTIVE WORK RULE. Subject to premium payments, the Policy will provide disability income coverage if you:

- (1) were insured by the prior plan on its termination date; and
- (2) were otherwise eligible under the Policy; but were not Actively-At-Work due to Injury or Sickness on its Effective Date.

AMOUNT OF COVERAGE. Until you satisfy the Policy's Active Work rule, your disability income coverage will not exceed that provided by the prior plan, had it remained in force. The Company will pay:

- (1) the benefit the prior plan would have paid; minus
- (2) any amount for which the prior carrier is liable.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Benefits may be payable for a period of disability due to a Pre-Existing Condition if you:

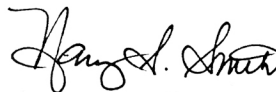
- (1) were insured by the prior plan on its termination date; and
- (2) were Actively-At-Work and became insured under the Policy on its Effective Date.

The benefits will be determined as follows:

- A. The Company will apply the Policy's Pre-Existing Condition Limitation. If you qualify for benefits, you will be paid according to the Policy's benefit schedule.
- B. If you cannot satisfy the Policy's Pre-Existing Condition Limitation; then the prior plan's pre-existing condition limitation will be applied, as follows:
 - (1) If you satisfy the prior plan's pre-existing condition limitation, giving consideration towards continuous time insured under both policies; then benefits will be paid according to the prior plan's benefit schedule.
 - (2) If you cannot satisfy the Pre-Existing Condition Limitation of the Policy, or that of the prior plan; then no benefit will be paid.

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

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: Weekly Disability Income Insurance for Employees of James Perse Enterprises LLC.

The name, address and ZIP code of the Sponsor of the Plan is: James Perse Enterprises LLC, 7373 Flores Street, Downey, CA, 90242.

Employer Identification Number (EIN): 95-4498473

IRS Plan Number: 501

The name, business address, ZIP code and business telephone number of the Plan Administrator is: James Perse Enterprises LLC, 7373 Flores Street, Downey, CA, 90242, (562) 334-1230.

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 (this does not apply to employers situated in California or to California residents).

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: Weekly Disability Income 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, any Pre-Existing Condition Limitation and Exclusions. The Certificate also contains the Schedule of Insurance which includes the Benefit Percentage, Maximum and Minimum Weekly Benefits, Maximum Benefit Period, Day Benefits Begin, 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 30 hours per week.

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

Contributions. You are required to contribute to the cost of the Weekly Disability Income 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 a written notice of its claim decision within:

- 45 days after receiving the first proof of a claim for disability benefits (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 may request a review of the claim by making a written request to The Lincoln National Life Insurance Company within:

- 180 days after receiving a denial notice of a claim for disability income benefits.

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 within:

- 45 days after receiving the request for review of a claim for disability income benefits (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.