

RELIANCE STANDARD

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania

POLICYHOLDER: The RSL Employer Trust

POLICY NUMBER: G 100,003

EFFECTIVE DATE: June 1, 1994

ANNIVERSARY DATES: October 1, 2022 and each October 1st thereafter.


PREMIUM DUE DATES: The first premium is due on the Participating Unit's effective date. Further premiums are due monthly, in advance, on the first day of each month.


This Policy is delivered in Delaware and is governed by its laws and/or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended, where applicable.

We agree to provide insurance to you in exchange for the payment of premium and a signed Application. The Policy provides benefits for loss of time due to disability from sickness or injury. It insures those eligible persons for the benefit shown on the Schedule of Benefits. The insurance is subject to the terms and conditions of the Policy.

The effective date of the Policy is shown above. Insurance starts and ends at 12:01 A.M., Local Time, at your main address. It stays in effect as long as premium is paid when due. The "TERMINATION OF THE POLICY" section of the GENERAL PROVISIONS explains when the insurance can be ended.

The Policy is signed by the President and Secretary.


Secretary


President

**GROUP WEEKLY INCOME INSURANCE
NON-PARTICIPATING
NON-CONTRIBUTORY**

THIS FORM PROVIDES A DESCRIPTION OF THE BENEFITS CHOSEN BY YOU FOR YOUR EMPLOYEES UNDER THE GROUP POLICY ISSUED TO THE RSL EMPLOYER TRUST. THIS FORM IS DELIVERED TO YOU ON JANUARY 26, 2022 AND REPLACES ANY OTHER WEEKLY INCOME POLICY/FORM PREVIOUSLY ISSUED TO YOU BY US.

**REQUEST FOR PARTICIPATION IN
THE RSL EMPLOYER TRUST**

Effective as of October 1, 2021, the Participating Unit named below requests that it be approved as a participant in The RSL Employer Trust in order to provide insurance for its employees, and hereby agrees to be bound by all terms and conditions of the Trust Agreement applicable to it. The Participating Unit acknowledges receipt of a description of coverage form which summarizes the coverages and limitations requested by the Participating Unit under Master Policy G 100,003.


Participating Unit: Boot Barn, Inc.
Participating Unit Number: STD 168858

This Agreement may not be altered or amended without consent of both parties in writing.

This Agreement is completed in duplicate, one copy to be attached to your copy of the Master Policy and the other returned to us.

ACCEPTED BY:

RELIANCE STANDARD LIFE
INSURANCE COMPANY

BY: 
Secretary
January 26, 2022

PARTICIPATING UNIT

BY: _____

TITLE: _____

DATE: _____

Please sign and return.

BOD

***BC1COAPSTD**

16885810/01/2021*

*BC1COAPSTD 16885810/01/2021*RSL

*BC2COAPBoot Barn, Inc.

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SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: NONE

ELIGIBLE CLASSES: Each active, Full-time employee of Boot Barn, Inc. (hereinafter referred to as the Participating Unit, or as "you", "your" or "yours" where applicable), under Participating Unit Number STD 168858, effective October 1, 2021, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: Director, Senior Director, Vice-President, Executive President and Executive

CLASS 2: Store Manager and Salaried Employee working outside of the state of California, except an employee included in any other class

CLASS 3: Manager, Store Manager, District Manager, Regional Director, Loss Prevention Manager, Warehouse Manager and Commercial Accounts Sales Representative and Store Support Center Employee working in the State of California, except an employee included in any other class

WAITING PERIOD: 30 days of continuous employment.

INDIVIDUAL EFFECTIVE DATE: The first of the month coinciding with or next following completion of the Waiting Period.

INDIVIDUAL REINSTATEMENT: 6 months

MINIMUM PARTICIPATION REQUIREMENTS: Percentage: 100% Number of Insureds: 10

WEEKLY INCOME BENEFIT

DAY BENEFITS BEGIN: Benefits, for one period of disability, will be paid as follows:

INJURY AND SICKNESS: We will pay benefits from the eighth consecutive day of disability.

MAXIMUM BENEFIT PERIOD: Benefits, for one period of disability, will be paid up to a maximum of twelve (12) weeks.

WEEKLY INCOME BENEFIT: The Weekly Income Benefit for each Insured will be:

CLASS 1: 66 2/3% of Earnings to a maximum benefit of \$2,500.

CLASS 2: 66 2/3% of Earnings to a maximum benefit of \$1,250.

CLASS 3: 20% of Earnings to a maximum benefit of \$1,250.

CHANGES IN WEEKLY INCOME BENEFIT: Increases in the benefit amount are effective on the October 1st coinciding with or next following the date of the change, provided the Insured is actively at work on the effective date of the change. If the Insured is not actively at work on that date, the effective date of the increase in the benefit amount will be deferred until the date the Insured returns to active work. Decreases in the benefit amount are effective on the October 1st coinciding with or next following the date the change occurs.

CONTRIBUTIONS: Person: 0%

Premium contributions will not be included in the Insured's gross income.

For purposes of filing the Insured's Federal Income Tax Return, this means that under the law as of the date this Policy was issued, the Insured's Weekly Income Benefit might be treated as taxable. It is recommended that the Insured contact his/her personal tax advisor.

DEFINITIONS

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"You", "your" and "yours" means the employer, union or other entity to which this Policy is issued and which is deemed the Policyholder.

"Eligible Person" means a person who meets the eligibility requirements of this Policy.

"Insured" means a person who meets the eligibility requirements of this Policy and is enrolled for this insurance.

"Actively at work" and "active work" means the person actually performing on a full-time basis each and every duty pertaining to his/her job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of Injury or Sickness.

"Claimant" means the Insured or a duly authorized representative who makes a claim for benefits under this Policy for a loss covered by this Policy as a result of Injury or Sickness to the Insured.

"Full-time" means scheduled to work for you for a minimum of 30 hours during a person's regular work week.

"Disabled" means the Insured is:

- (1) unable to do the material duties of his/her job; and
- (2) not doing any work for payment; and
- (3) under the regular care of a physician.

"Injury" means bodily injury resulting directly from an accident, independent of all other causes. The injury must cause disability which begins while an Insured is covered under this Policy.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means the Insured's weekly salary received from you on the October 1st just before the date of disability, prior to any deductions to a 401(k) and Section 125 plan. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic salary.

If hourly employees are insured, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, will be used to determine weekly earnings.

If the Insured was not employed by you on the October 1st just before the date of disability, Earnings, as defined above, will be as received from you on the Insured's Individual Effective Date just before the date of disability.

"Physician" means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which claim is made. The physician may not be the Insured or a member of his/her immediate family.

"Regular Care" means Treatment that is administered as frequently as is medically required according to guidelines established by nationally recognized authorities, medical research, healthcare organizations, governmental agencies or rehabilitative organizations. Care must be rendered personally by the Insured's Physician according to generally accepted medical standards in the Insured's locality, be of a demonstrable medical value and be necessary to meet his/her basic health needs.

"Retirement" means the effective date of an Insured's:

- (1) retirement pension benefits under any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with you;
- (2) retirement pension benefits under any plan which you sponsor, or make or have made contributions;
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity (TSA);
- (6) a stock ownership plan;
- (7) a profit sharing plan; or
- (8) section 401(k), 403(b) or 457 plans.

"Sickness" means illness or disease causing disability which begins while an Insured is covered under this Policy. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Treatment" means care consistent with the diagnosis of the Insured's Injury or Sickness that has its purpose of maximizing the Insured's medical improvement. It must be provided by a Physician whose specialty or experience is most appropriate for the Injury or Sickness and conforms with generally accepted medical standards to effectively manage and treat the Insured's Injury or Sickness.

PROVISIONS APPLICABLE TO PARTICIPATING UNITS

DEFINITION: A "Unit" means any group eligible to participate in the RSL Employer Trust.

The following provisions apply to a unit which becomes a Participating Unit under this Policy. All other policy terms not in conflict with this section apply to this unit as well.

PREMIUMS: Premiums are payable by the Participating Unit on or before the date they become due.

The premium for this insurance is based on the coverage requested by the Participating Unit. We reserve the right to adjust the premium rate on any premium due date: (a) after insurance has been in force thirty-six (36) months; or (b) when insurance is changed by amendment. We will tell the Unit in writing at least 31 days before a premium change is made due to (a) above.

EFFECTIVE DATE OF A PARTICIPATING UNIT: Any Unit will become a Participating Unit under this Policy on the later of:

- (1) the effective date of this Policy, if eligible on that date; or
- (2) the date the insurance is approved by us.

TERMINATION OF A PARTICIPATING UNIT: Any unit will cease to be a Participating Unit under this Policy on the earliest of the following dates:

- (1) the date it no longer meets any of the requirements set out under the Definition provision;
- (2) the date it stops or suspends active business operations or is placed in bankruptcy or receivership;
- (3) the date it no longer is an entity by means of dissolution, merger or otherwise;
- (4) the date at the end of the period for which the last premium payment has been made by the Participating Unit on its own behalf;
- (5) the date a Participating Unit's insurance under this Policy is ended in accordance with the Provisions below;
- (6) the date the Policy ends.

All insurance then in force on Persons in any such Participating Unit will cease at once, except if otherwise set out on the Participating Unit's Agreement.

Upon notice, the insurance of a Participating Unit may be ended by that Participating Unit after twelve (12) months of its participation under this Policy or at any later time. The notice must be written and mailed or delivered to our authorized representative or to us at our Administrative Office. The termination will be effective on receipt by us, or on a later date if one is specified in the notice. In the event of termination at a date other than a premium due date, the earned premium will be computed, and we'll promptly return the unearned portion of any premium paid.

Upon notice, we may end the insurance of a Participating Unit after twelve (12) months of a Unit's participation under this Policy or at any later time. This notice must be written and state when, not less than 31 days later, the termination will be effective. The notice must be sent to the Participating Unit at the last address shown on our records.

We may end the insurance of a Participating Unit if payment of premium on a premium due date (other than anniversary date) is not received within the grace period provided by this policy. The notice must be in writing and sent to the Participating Unit's last address shown on our records. It must state when, not earlier than the expiration of the grace period, the termination will be effective. Termination under this section will be effective only with respect to the insurance for which the premium was due.

A Unit which ceases to be a Participating Unit under this Policy may again become a Participating Unit only if agreed to in writing between the Participating Unit and us.

CERTAIN RESPONSIBILITIES OF THE PARTICIPATING UNIT

For the purposes of this Policy, you act on your behalf or as the employee's agent. Under no circumstances will you be deemed our agent.

Compliance With Americans With Disabilities Act (ADA)

It is your responsibility to establish and maintain procedures which comply with the employer responsibilities of the Americans With Disabilities Act of 1990, as amended.

Compliance With The Employee Retirement Income Security Act (ERISA)

It is your responsibility to establish and maintain procedures which comply with the employer and/or Plan Administrator responsibilities of ERISA and the accompanying regulations, where applicable.

Distribution Of Certificates Of Insurance

A Certificate of Insurance will be provided to you for each Insured covered under this Policy. The Certificate will outline the insurance coverage, and explain the provisions, benefits and limitations of this Participation Agreement. It is your responsibility to distribute the appropriate Certificates and any updates or other notices from us to each Insured.

Maintenance Of Records

It is your responsibility to maintain sufficient records of each Insured's insurance, including additions, terminations and changes. We reserve the right to examine these records at the place where they are kept during normal business hours or at a place mutually agreeable to you and us. Such records must be maintained by you for at least 3 years after this Participation Agreement terminates.

Reporting Of Eligibility And Coverage Amounts

It is your responsibility to notify us on a timely basis of all individuals eligible for coverage under this Participation Agreement, of all individuals whose eligibility for coverage ends and of all changes in individual coverage amounts.

It is your responsibility to provide accurate census and salary information on all Insureds on or before each Anniversary Date, if we request such information.

Timely Payment Of Premiums

It is your responsibility to pay all premiums required under this Participation Agreement when due. Any change in the premium contribution basis must be approved by us.

GENERAL PROVISIONS

ENTIRE CONTRACT: The entire contract between you and us is this Policy, your application (a copy of which is attached at issue) and any endorsements and amendments and a Participating Unit's supplemental application.

CHANGES: No agent has the authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing. It must also be signed by one of our executive officers and attached to this Policy.

INCONTESTABILITY: Any statement made in your application or a Participating Unit's supplemental application will be deemed a representation, not a warranty. We cannot contest this Policy or a Participating Unit's insurance after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

Any statements made by you, the Participating Unit, any Insured, or on behalf of any Insured to persuade us to provide coverage, will be deemed a representation not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which an Insured is covered. The following rules apply to each statement:

- (1) No statement will be used in contest unless:
 - (a) it is in written form signed by the Insured, or on behalf of the Insured; and
 - (b) a copy of such written instrument is or has been furnished to the Insured, the Insured's beneficiary or legal representative.
- (2) If the statement relates to an Insured's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two (2) years during the lifetime of the Insured.

RECORDS MAINTAINED: You must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR: Clerical Errors in connection with this Policy or delays in keeping records for this Policy, whether by you, us, or the Plan Administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

Clerical Errors include (but are not limited to) the payment of premium for coverage not provided by this Policy. If appropriate, a fair adjustment of premium will be made to correct a clerical error. Such adjustments will be limited to the twelve (12) month period preceding the date we receive proof from you that an adjustment due to overpayment of premium should be made or the date we discover that premium has been underpaid.

MISSTATEMENT OF AGE: If an Insured's age is misstated, the premium will be adjusted. If the Insured's insurance is affected by the misstated age, it will also be adjusted. The insurance will be changed to the amount the Insured is entitled to at his/her correct age.

NOT IN LIEU OF WORKERS' COMPENSATION: This Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

CONFORMITY WITH STATE LAWS: Any section of this Policy, which on its effective date, conflicts with the laws of the state in which this Policy is issued, is amended by this provision. This Policy is amended to meet the minimum requirements of those laws.

CERTIFICATE OF INSURANCE: We will send to you an individual certificate for each Insured. The certificate will outline the insurance coverage and to whom benefits are payable.

TERMINATION OF THE POLICY: You may cancel this Policy at any time. This Policy will be cancelled on the date we receive your letter or, if later, the date requested in your letter.

We may cancel this Policy if:

- (1) the premium is not paid at the end of the grace period; or
- (2) the number of Insureds is less than the Minimum Participation Number on the Schedule of Benefits; or
- (3) the percentage of eligible persons insured is less than the Minimum Participation Percentage on the Schedule of Benefits.

If we cancel because of (1) above, this Policy will be cancelled at the end of the grace period. If we cancel because of (2) or (3) above, we will give you thirty-one (31) days written notice prior to the date of cancellation.

You will still owe us any premium that is not paid up to the date this Policy is cancelled. We will return, pro-rata, any part of the premium paid beyond the date this Policy is cancelled.

Termination of this Policy will not affect any claim which began prior to termination.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after the loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include the Insured's name and the Participating Unit Number.

CLAIM FORMS: When we receive notice of claim, we will send the claimant the forms to file the proof of loss. If we do not send them within fifteen (15) days after we receive notice, then the proof of loss requirements will be met by giving us a written statement of the nature and extent of the loss within ninety (90) days after the loss began.

WRITTEN PROOF OF LOSS: For any covered loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within one (1) year, unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS: When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable. We will pay benefits to the Insured, if living, or else to his/her estate.

If the Insured has died and we have not paid all benefits due, we may pay up to \$1,000 to any relative by blood or marriage, or to the executor or administrator of the Insured's estate. The payment will only be made to persons entitled to it. An expense incurred as a result of the Insured's last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

PHYSICAL EXAMINATION: At our own expense, we will have the right to have an Insured examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS: No legal action may be brought against us to recover on this Policy within sixty (60) days after written proof of loss has been given as required by this Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is required to be given.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

GENERAL GROUP: The general group will be your employees and employees of any subsidiaries, divisions or affiliates named on the Schedule of Benefits.

ELIGIBLE CLASSES: The eligible classes will be those persons described on the Schedule of Benefits.

WAITING PERIOD: A person who is continuously employed on a Full-time basis with you for the period specified on the Schedule of Benefits has satisfied the waiting period.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: If you pay the entire premium, the insurance for an eligible Person will go into effect on the date stated on the Schedule of Benefits.

If an eligible Person pays a part of the premium, he/she must apply in writing for the insurance to go into effect. He/she will become insured on the date stated on the Schedule of Benefits, except that the insurance will go into effect on the later of:

- (1) the first of the month coinciding with or next following the date he/she applies, if he/she applies within thirty-one (31) days of the date he/she is first eligible; or
- (2) the first of the month coinciding with or next following the date we approve any required proof of good health. We require proof of good health if a person applies:
 - (a) after thirty-one (31) days from the date he/she first becomes eligible; or
 - (b) after he/she terminated this insurance but remained in a class eligible for the insurance.

Changes in an Insured's amount of insurance are effective as shown on the Schedule of Benefits.

If the Person is not actively at work on the day his/her insurance is to go into effect, the insurance will go into effect on the day he/she returns to active work for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: The insurance of an Insured will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the date the Insured ceases to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for the Insured; or
- (4) the date the Participating Unit ceases to be a Participating Unit under this Policy; or
- (5) the date the Insured enters military service (not including Reserve or National Guard).

INDIVIDUAL REINSTATEMENT: The insurance of a terminated person may be reinstated if he/she is:

- (1) on an approved leave of absence; or
- (2) on a temporary lay-off.

The Person must return to active work with you within the period of time shown on the Schedule of Benefits. He/she must also be a member of a class eligible for this insurance.

The Person will not be required to fulfill the eligibility requirements of this Policy again. The insurance will go into effect on the day he/she returns to active work. If a Person returns after having resigned or having been discharged, he/she will be required to fulfill the eligibility requirements of this Policy again.

If a Person returns after terminating at his/her request or for failure to pay premium when due, proof of good health must be approved by us before he/she may be reinstated.

WEEKLY INCOME INSURANCE

BENEFITS PAYABLE: We will pay Weekly Income Benefits if an Insured:

- (1) is Disabled due to Sickness or Injury; and
- (2) becomes Disabled while insured by this Policy.

Weekly Income Benefits are reduced by any income from all Other Sources as listed below and payable from the Day Benefits Begin. Benefits are payable up to the Maximum Benefit Period for one period of disability. Weekly Income Benefits, the Day Benefits Begin and the Maximum Benefit Period can be found on the Schedule of Benefits.

If we have underpaid any benefit for any reason, we will make a lump sum payment. If we have overpaid any benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Weekly Income Benefit or ask for a lump sum refund. If we reduce the benefit, the Minimum Benefit, if any, as shown on the Schedule of Benefits page, would not apply. Interest does not accrue on any underpaid or overpaid benefit unless required by applicable law.

PERIOD OF DISABILITY: Each period of disability starts from the first day benefits are due. It will end when:

- (1) the Insured is no longer disabled;
- (2) all benefits due have been paid; or
- (3) the Insured has retired from employment with you.

Two or more disabilities will be deemed the same period of disability if they are from:

- (1) the same or related causes and are not separated by one (1) week of active work; or
- (2) a different cause and are not separated by one (1) full day of active work.

EXCLUSIONS: Weekly Income Benefits are not paid for any period of disability:

- (1) caused or contributed to by an intentionally self-inflicted Injury; or
- (2) caused or contributed to by an act of war, declared or undeclared; or
- (3) caused by an Injury or Sickness that occurs while the Insured is confined to any penal or correctional institution;
or
- (4) while the Insured is confined in any penal or correctional institution; or
- (5) caused or contributed to by the Insured committing a felony; or
- (6) caused or contributed to by Sickness which is covered by a Workers' Compensation Act, or other worker's disability law; or
- (7) caused or contributed to by Injury which occurs out of or in the course of work for wage or profit; or
- (8) caused or contributed to by any of the following:
 - (a) cosmetic surgery or treatment primarily to change appearance;
 - (b) in vitro fertilization;
 - (c) embryo transfer procedures;
 - (d) artificial insemination;
 - (e) reversal of sterilization;
 - (f) liposuction; or
 - (g) radial keratotomy.

"Other Sources" are:

- (1) disability income benefits an Insured is eligible to receive under any franchise or group insurance plan;
- (2) disability income benefits the Insured is eligible to receive under any individual disability income policy to the extent that the sum of the Weekly Income benefit on the Schedule of Benefits and Other Sources exceed 100% of Earnings;
- (3) disability income benefits an Insured is eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (4) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), an Insured is eligible to receive under:
 - (a) occupational disease laws;
 - (b) any other laws of like intent as (a) above; and
 - (c) any compulsory benefit law;
- (5) with respect to Classes 1 & 2, disability benefits payable under any of the following Acts:
 - (a) California Unemployment Compensation Disability Insurance;
 - (b) the Hawaii Temporary Disability Insurance Law;
 - (c) the New Jersey Temporary Disability Benefits Law;
 - (d) the New York Disability Benefits Law;
 - (e) the Rhode Island Disability Benefits Law; or
 - (f) the Puerto Rico Disability Benefits Act;
- (6) any of the following that the Insured is eligible to receive:
 - (a) any formal salary continuance plan;
 - (b) wages; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that the Insured earned prior to disability which are paid after disability has begun;
- (7) that part of disability or Retirement benefits paid for by you that an Insured is eligible to receive under a group retirement plan;
- (8) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) an Insured is eligible to receive because of his/her disability or eligibility for Retirement benefits; and
 - (b) an Insured's dependents are eligible to receive due to (a) above; and
- (9) benefits or settlements an Insured is eligible to receive under the Jones Act or the Longshore and Harbor Workers' Compensation Act.

"Other Sources" for the purpose of the Partial Disability Benefit only, are:

- (1) disability income benefits an Insured is eligible to receive under any franchise or group insurance plan;
- (2) disability income benefits the Insured is eligible to receive under any individual disability income policy;
- (3) disability income benefits an Insured is eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (4) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), an Insured is eligible to receive under:
 - (a) Workers' Compensation Laws;
 - (b) occupational disease laws;
 - (c) any other laws of like intent as (a) or (b) above; and
 - (d) any compulsory benefit law;
- (5) disability benefits payable under any of the following Acts:
 - (a) California Unemployment Compensation Disability Insurance;
 - (b) the Hawaii Temporary Disability Insurance Law;
 - (c) the New Jersey Temporary Disability Benefits Law;
 - (d) the New York Disability Benefits Law;
 - (e) the Rhode Island Disability Benefits Law; or
 - (f) the Puerto Rico Disability Benefits Act;
- (6) any of the following that the Insured is eligible to receive:
 - (a) any formal salary continuance plan;
 - (b) wages, excluding the amount allowed under the Partial Disability Benefit; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that the Insured earned prior to disability which are paid after disability has begun;
- (7) that part of disability or Retirement benefits paid for by you that an Insured is eligible to receive under a group retirement plan; and

- (8) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) an Insured is eligible to receive because of his/her disability or eligibility for Retirement benefits; and
 - (b) an Insured's dependents are eligible to receive due to (a) above; and
- (9) benefits or settlements an Insured is eligible to receive under the Jones Act or the Longshore and Harbor Workers' Compensation Act.

PARTIAL DISABILITY BENEFIT

We will pay Partial Disability Benefits if:

- (1) an Insured is Partially Disabled; and
- (2) an Insured accepts Rehabilitative Employment.

Partial Disability Benefits are paid from the Day Benefits Begin as shown on the Schedule of Benefits. Benefits are paid up to the Maximum Benefit Period as shown on the Schedule of Benefits for one period of disability.

Partial Disability Benefits will equal the Weekly Income Benefits payable under this Policy but in no event will the sum of:

- (1) the Partial Disability Benefit;
- (2) income from Rehabilitative Employment; and
- (3) income from all Other Sources;

exceed 100% of the Insured's Earnings. If it does, the Partial Disability Benefit will be reduced by one dollar for every dollar the sum exceeds 100%. The Partial Disability Benefit is subject to the Maximum Benefit Period shown in the Schedule of Benefits for any one period of disability.

"Rehabilitative Employment" means working in any gainful occupation for which the Insured's training, education or experience will reasonably allow. The Rehabilitative Employment and a plan of rehabilitation must be supervised by a Physician or licensed rehabilitation specialist, and both must be approved by us. Rehabilitative Employment includes the Insured performing all of the material duties of his/her regular occupation on a part-time basis or some of the material duties on a full-time basis. It does not include performing all of the material duties of his/her regular occupation on a full-time basis.

"Partially Disabled", for the purpose of this Partial Disability Benefit only, means that the Insured is unable to perform the material duties of his/her own job and is under the regular care of a Physician.

TRANSFER OF INSURANCE COVERAGE

If an employee was covered under any group weekly income insurance plan maintained by you prior to this Participation Agreement's effective date, that employee will be insured under this Participation Agreement, provided that he/she is Actively At Work and meets all of the requirements for being an Eligible Person under this Participation Agreement on its effective date.

If an employee was covered under the prior group weekly income disability plan maintained by you prior to this Participation Agreement's Effective Date, but was not Actively at Work due to Injury or Sickness on the Effective Date of this Participation Agreement and would otherwise qualify as an Eligible Person, coverage will be allowed under the following conditions:

- (1) The employee must have been insured with the prior carrier on the date of the transfer;
- (2) Premiums must be paid; and
- (3) Disability must begin on or after this Participation Agreement's Effective Date.

If an employee is receiving weekly income benefits, becomes eligible for coverage under another group weekly income disability insurance plan, or has a period of recurrent disability under the prior group weekly income insurance plan, that employee will not be covered under this Participation Agreement. If premiums have been paid on the employee's behalf under this Participation Agreement, those premiums will be refunded.

Waiting Period Credit

If an employee is an Eligible Person on the Effective Date of this Participation Agreement, any time used to satisfy any Waiting Period of the prior group weekly income insurance plan will be credited towards the satisfaction of the Waiting Period of this Participation Agreement.

PREMIUMS

PREMIUM PAYMENT: All premiums are to be paid by you to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the Policy face page.

PREMIUM RATE: The Premium due will be the rate per \$10.00 of benefit multiplied by the entire amount of benefit then in force. We will furnish to you the premium rate on the Policy effective date and when it is changed. We have the right to change the premium rate:

- (1) on any premium due date after this Policy, with respect to you, is in force for thirty-six (36) month(s);
- (2) when the extent of coverage is changed by amendment; or
- (3) on any Premium Due Date on or after the first Policy Anniversary if your entire group's benefit changes by 15% or more from such group's benefit on the last Policy Anniversary.

We will not change the premium rate due to (1) or (3) above more than once in any twelve (12) month period. We will tell you in writing at least thirty-one (31) days before the date of a change due to (1) or (3) above.

GRACE PERIOD: You may pay the premium up to thirty-one (31) days after the date it is due. The Policy stays in force during this time. If the premium is not paid during the grace period, the Policy will be cancelled, with respect to you, at the end of the grace period. You will still owe us the premium up to the date the Policy is cancelled.

**EXTENSION OF COVERAGE UNDER THE UNIFORMED SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Military Services Leave of Absence:

We will continue the Insured's coverage in accordance with your policies regarding Military Services Leave of Absence under USERRA if the premium for such Insured continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

This Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While the Insured is on a Military Services Leave of Absence he or she will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective for an Insured who is not considered Actively at Work until the Insured has returned to Active Work for one (1) full day.

A leave of absence taken in accordance with USERRA will run concurrently with any other applicable continuation of insurance provision in this Policy.

The Insured's coverage will cease under this extension on the earliest of:

- (1) the date this Policy terminates; or
- (2) the end of the period for which premium has been paid for the Insured; or
- (3) the date such leave should end in accordance with your policies regarding Military Services Leave of Absence in compliance with USERRA. Coverage will not be terminated for an Insured who becomes Disabled during the period of the leave and who is eligible for benefits according to the terms of this Policy. Any Weekly Benefit which becomes payable will be based on the Insured's Earnings immediately prior to the date of Disability.

Should you choose not to continue the Insured's coverage during a Military Services Leave of Absence, the Insured's coverage will be reinstated.

RELIANCE STANDARD

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania


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CERTIFICATE OF INSURANCE

We certify that you (provided you belong to a class described on the Schedule of Benefits) are insured, for the benefits which apply to your class, under Group Policy No. G 100,003 issued to The RSL Employer Trust, the Policyholder, covering eligible persons of Boot Barn, Inc. (herein called the Participating Unit), under Participating Unit No. STD 168858.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.


Secretary


President

GROUP WEEKLY INCOME INSURANCE CERTIFICATE

This Weekly Income Certificate replaces any previous Weekly Income Certificates and is dated November 9, 2021.

SCHEDULE OF BENEFITS

EFFECTIVE DATE: October 1, 2021

ELIGIBLE CLASSES: Each active, Full-time Director, Senior Director, Vice-President, Executive President and Executive, except any person employed on a temporary or seasonal basis.

WAITING PERIOD: 30 days of continuous employment.

INDIVIDUAL EFFECTIVE DATE: The first of the month coinciding with or next following completion of the Waiting Period.

YOUR REINSTATEMENT: 6 months

WEEKLY INCOME BENEFIT

DAY BENEFITS BEGIN: Benefits, for one period of disability, will be paid as follows:

INJURY AND SICKNESS: We will pay benefits from the eighth consecutive day of disability.

MAXIMUM BENEFIT PERIOD: Benefits, for one period of disability, will be paid up to a maximum of twelve (12) weeks.

WEEKLY INCOME BENEFIT: The Weekly Income Benefit for each Insured will be 66 2/3% of Earnings to a maximum benefit of \$2,500.

CHANGES IN WEEKLY INCOME BENEFIT: Increases in the benefit amount are effective on the October 1st coinciding with or next following the date of the change, provided you are actively at work on the effective date of the change. If you are not actively at work on that date, the effective date of the increase in the benefit amount will be deferred until the date you return to active work. Decreases in the benefit amount are effective on the October 1st coinciding with or next following the date the change occurs.

CONTRIBUTIONS: You are not required to contribute toward the cost of this insurance.

Premium contributions will not be included in your gross income.

For purposes of filing your Federal Income Tax Return, this means that under the law as of the date the Policy was issued, your Weekly Income Benefit might be treated as taxable. It is recommended that you contact your personal tax advisor.

DEFINITIONS

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"You", "your" and "yours" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

"Actively at work" and "active work" means actually performing on a full-time basis each and every duty pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of Injury or Sickness.

"Claimant" means you or a duly authorized representative who makes a claim for benefits under the Policy for a loss covered by the Policy as a result of your Injury or Sickness.

"Full-time" means scheduled to work for the Participating Unit for a minimum of 30 hours during your regular work week.

"Disabled" means you are:

- (1) unable to do the material duties of your job; and
- (2) not doing any work for payment; and
- (3) under the regular care of a physician.

"Injury" means bodily injury resulting directly from an accident, independent of all other causes. The injury must cause disability which begins while you are insured under the Policy.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means your weekly salary received from the Participating Unit on the October 1st just before the date of disability, prior to any deductions to a 401(k) and Section 125 plan. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic salary.

If hourly employees are insured, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, will be used to determine weekly earnings.

If you were not employed by the Participating Unit on the October 1st just before the date of disability, Earnings, as defined above, will be as received from the Participating Unit on your Individual Effective Date just before the date of disability.

"Physician" means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which claim is made. The physician may not be you or a member of your immediate family.

"Regular Care" means Treatment that is administered as frequently as is medically required according to guidelines established by nationally recognized authorities, medical research, healthcare organizations, governmental agencies or rehabilitative organizations. Care must be rendered personally by your Physician according to generally accepted medical standards in your locality, be of a demonstrable medical value and be necessary to meet your basic health needs.

"Retirement" means the effective date of your:

- (1) retirement pension benefits under any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Participating Unit;
- (2) retirement pension benefits under any plan which the Participating Unit sponsors, makes or has made contributions;
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity (TSA);
- (6) a stock ownership plan;
- (7) a profit sharing plan; or
- (8) section 401(k), 403(b) or 457 plans.

"Sickness" means illness or disease causing disability which begins while you are insured under the Policy. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Treatment" means care consistent with the diagnosis of your Injury or Sickness that has its purpose of maximizing your medical improvement. It must be provided by a Physician whose specialty or experience is most appropriate for the Injury or Sickness and conforms with generally accepted medical standards to effectively manage and treat your Injury or Sickness.

GENERAL PROVISIONS

INCONTESTABILITY: Any statements made by you or on your behalf to persuade us to provide coverage, will be deemed a representation not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which you are covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in written form signed by you, or on your behalf; and
 - (b) a copy of such written instrument is or has been furnished to you, your beneficiary or legal representative.
- (2) If the statement relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

NOT IN LIEU OF WORKERS' COMPENSATION: The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after the loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name and the Participating Unit Number.

CLAIM FORMS: When we receive notice of claim, we will send the claimant the forms to file the proof of loss. If we do not send them within fifteen (15) days after we receive notice, then the proof of loss requirements will be met by giving us a written statement of the nature and extent of the loss within ninety (90) days after the loss began.

WRITTEN PROOF OF LOSS: For any covered loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within one (1) year unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS: When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable. We will pay benefits to you, if living, or else to your estate.

If you have died and we have not paid all benefits due, we may pay up to \$1,000 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

PHYSICAL EXAMINATION: At our own expense, we will have the right to have you examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS: No legal action may be brought against us to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is required to be given.

EFFECTIVE DATE AND TERMINATION

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: If the Participating Unit pays the entire premium, your insurance will go into effect on the date stated on the Schedule of Benefits.

If you pay a part of the premium, you must apply in writing for the insurance to go into effect. You will become insured on the date stated on the Schedule of Benefits, except that the insurance will go into effect on the later of:

- (1) the first of the month coinciding with or next following the date you apply, if you apply within thirty-one (31) days of the date you are first eligible; or
- (2) the first of the month coinciding with or next following the date we approve any required proof of good health. We require proof of good health if you apply:
 - (a) after thirty-one (31) days from the date you first become eligible; or
 - (b) after you terminated this insurance but remained in a class eligible for this insurance.

Changes in your amount of insurance are effective as shown on the Schedule of Benefits.

If you are not actively at work on the day your insurance is to go into effect, the insurance will go into effect on the day you return to active work for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates; or
- (2) the date you cease to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for you; or
- (4) the date the Participating Unit ceases to be a Participating Unit under the Policy; or
- (5) the date you enter military service (not including Reserve or National Guard).

YOUR REINSTATEMENT: If you are terminated, your insurance may be reinstated if you return to Active Work with the Participating Unit within the period of time as shown on the Schedule of Benefits page. You must also be a member of an Eligible Class, as shown on the Schedule of Benefits page, and have been:

- (1) on a leave of absence approved by the Participating Unit; or
- (2) on temporary lay-off.

You will not be required to fulfill the eligibility requirements of the Policy again. The insurance will go into effect on the day you return to Active Work. If you return after having resigned or having been discharged, you will be required to fulfill the eligibility requirements of the Policy again. If you return after terminating at your request or for failure to pay premium when due, proof of good health must be approved by us before you may be reinstated.

WEEKLY INCOME INSURANCE

BENEFITS PAYABLE: We will pay Weekly Income Benefits if you:

- (1) are Disabled due to Sickness or Injury; and
- (2) become Disabled while insured by the Policy.

Weekly Income Benefits are reduced by any income from all Other Sources as listed below and payable from the Day Benefits Begin. Benefits are payable up to the Maximum Benefit Period for one period of disability. Weekly Income Benefits, the Day Benefits Begin and the Maximum Benefit Period can be found on the Schedule of Benefits.

If we have underpaid any benefit for any reason, we will make a lump sum payment. If we have overpaid any benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Weekly Income Benefit or ask for a lump sum refund. If we reduce the benefit, the Minimum Benefit, if any, as shown on the Schedule of Benefits page, would not apply. Interest does not accrue on any underpaid or overpaid benefit unless required by applicable law.

PERIOD OF DISABILITY: Each period of disability starts from the first day benefits are due. It will end when:

- (1) you are no longer disabled;
- (2) all benefits due have been paid; or
- (3) you have retired from employment with the Participating Unit.

Two or more disabilities will be deemed the same period of disability if they are from:

- (1) the same or related causes and are not separated by one (1) week of active work; or
- (2) a different cause and are not separated by one (1) full day of active work.

EXCLUSIONS: Weekly Income Benefits are not paid for any period of disability:

- (1) caused or contributed to by an intentionally self-inflicted Injury; or
- (2) caused or contributed to by an act of war, declared or undeclared; or
- (3) caused by an Injury or Sickness that occurs while you are confined to any penal or correctional institution; or
- (4) while you are confined in any penal or correctional institution; or
- (5) caused or contributed to by your committing a felony; or
- (6) caused or contributed to by Sickness which is covered by a Workers' Compensation Act, or other worker's disability law; or
- (7) caused or contributed to by Injury which occurs out of or in the course of work for wage or profit; or
- (8) caused or contributed to by any of the following:
 - (a) cosmetic surgery or treatment primarily to change appearance;
 - (b) in vitro fertilization;
 - (c) embryo transfer procedures;
 - (d) artificial insemination;
 - (e) reversal of sterilization;
 - (f) liposuction; or
 - (g) radial keratotomy.

"Other Sources" are:

- (1) disability income benefits you are eligible to receive under any franchise or group insurance plan;
- (2) disability income benefits you are eligible to receive under any individual disability income policy to the extent that the sum of the Weekly Income benefit on the Schedule of Benefits and Other Sources exceed 100% of Earnings;
- (3) disability income benefits you are eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (4) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), you are eligible to receive under:
 - (a) occupational disease laws;
 - (b) any other laws of like intent as (a) above; and
 - (c) any compulsory benefit law;
- (5) disability benefits payable under any of the following Acts:
 - (a) California Unemployment Compensation Disability Insurance;
 - (b) the Hawaii Temporary Disability Insurance Law;
 - (c) the New Jersey Temporary Disability Benefits Law;
 - (d) the New York Disability Benefits Law;
 - (e) the Rhode Island Disability Benefits Law; or
 - (f) the Puerto Rico Disability Benefits Act;
- (6) any of the following that you are eligible to receive:
 - (a) any formal salary continuance plan;
 - (b) wages; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that you earned prior to disability which are paid after disability has begun;
- (7) that part of disability or Retirement benefits paid for by the Participating Unit that you are eligible to receive under a group retirement plan;
- (8) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) you are eligible to receive because of your disability or eligibility for Retirement benefits; and
 - (b) your dependents are eligible to receive due to (a) above; and
- (9) benefits or settlements you are eligible to receive under the Jones Act or the Longshore and Harbor Workers' Compensation Act.

"Other Sources" for the purpose of the Partial Disability Benefit only, are:

- (1) disability income benefits you are eligible to receive under any franchise or group insurance plan;
- (2) disability income benefits you are eligible to receive under any individual disability income policy;
- (3) disability income benefits you are eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (4) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), you are eligible to receive under:
 - (a) Workers' Compensation Laws;
 - (b) occupational disease laws;
 - (c) any other laws of like intent as (a) or (b) above; and
 - (d) any compulsory benefit law;
- (5) disability benefits payable under any of the following Acts:
 - (a) California Unemployment Compensation Disability Insurance;
 - (b) the Hawaii Temporary Disability Insurance Law;
 - (c) the New Jersey Temporary Disability Benefits Law;
 - (d) the New York Disability Benefits Law;
 - (e) the Rhode Island Disability Benefits Law; or
 - (f) the Puerto Rico Disability Benefits Act;
- (6) any of the following that you are eligible to receive:
 - (a) any formal salary continuance plan;
 - (b) wages, excluding the amount allowed under the Partial Disability Benefit; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that you earned prior to disability which are paid after disability has begun;
- (7) that part of disability or Retirement benefits paid for by the Participating Unit that you are eligible to receive under a group retirement plan;

- (8) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) you are eligible to receive because of your disability or eligibility for Retirement benefits; and
 - (b) your dependents are eligible to receive due to (a) above; and
- (9) benefits or settlements you are eligible to receive under the Jones Act or the Longshore and Harbor Workers' Compensation Act.

PARTIAL DISABILITY BENEFIT

We will pay Partial Disability Benefits if:

- (1) you are Partially Disabled; and
- (2) you accept Rehabilitative Employment.

Partial Disability Benefits are paid from the Day Benefits Begin as shown on the Schedule of Benefits. Benefits are paid up to the Maximum Benefit Period as shown on the Schedule of Benefits for one period of disability.

Partial Disability Benefits will equal the Weekly Income Benefits payable under the Policy but in no event will the sum of:

- (1) the Partial Disability Benefit;
- (2) income from Rehabilitative Employment; and
- (3) income from all Other Sources;

exceed 100% of your Earnings. If it does, the Partial Disability Benefit will be reduced by one dollar for every dollar the sum exceeds 100%. The Partial Disability Benefit is subject to the Maximum Benefit Period shown in the Schedule of Benefits for any one period of disability.

"Rehabilitative Employment" means working in any gainful occupation for which your training, education or experience will reasonably allow. The Rehabilitative Employment and a plan of rehabilitation must be supervised by a Physician or licensed rehabilitation specialist, and both must be approved by us. Rehabilitative Employment includes performing all of the material duties of your regular occupation on a part-time basis or some of the material duties on a full-time basis. It does not include performing all of the material duties of your regular occupation on a full-time basis.

"Partially Disabled", for the purpose of this Partial Disability Benefit only, means that you are unable to perform the material duties of your own job and are under the regular care of a Physician.

TRANSFER OF INSURANCE COVERAGE

If you were covered under any group weekly income insurance plan maintained by the Participating Unit prior to the Participation Agreement's Effective Date, you will be insured under the Participation Agreement, provided that you are Actively At Work and meet all of the requirements for being an Eligible Person under the Participation Agreement on its effective date.

If you were covered under the prior group weekly income disability plan maintained by the Participating Unit prior to the Participation Agreement's Effective Date, but were not Actively at Work due to Injury or Sickness on the Effective Date of the Participation Agreement and would otherwise qualify as an Eligible Person, coverage will be allowed under the following conditions:

- (1) You must have been insured with the prior carrier on the date of the transfer;
- (2) Premiums must be paid; and
- (3) Disability must begin on or after this Participation Agreement's Effective Date.

If you are receiving weekly income benefits, become eligible for coverage under another group weekly income disability insurance plan, or have a period of recurrent disability under the prior group weekly income insurance plan, you will not be covered under the Participation Agreement. If premiums have been paid on your behalf under the Participation Agreement, those premiums will be refunded.

Waiting Period Credit

If you are an Eligible Person on the Effective Date of the Participation Agreement, any time used to satisfy any Waiting Period of the prior group weekly income insurance plan will be credited towards the satisfaction of the Waiting Period of the Participation Agreement.

**EXTENSION OF COVERAGE UNDER THE UNIFORMED SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Military Services Leave of Absence:

We will continue your coverage in accordance with the Participating Unit's policies regarding Military Services Leave of Absence under USERRA if the premium for you continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

The Policy, while coverage is being continued under the Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While you are on a Military Services Leave of Absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy.

Your coverage will cease under this extension on the earliest of:

- (1) the date the Policy terminates; or
- (2) the end of the period for which premium has been paid for you; or
- (3) the date such leave should end in accordance with the Participating Unit's policies regarding Military Services Leave of Absence in compliance with USERRA. Coverage will not be terminated if you become Disabled during the period of the leave and are eligible for benefits according to the terms of the Policy. Any Weekly Benefit which becomes payable will be based on your Earnings immediately prior to the date of Disability.

Should the Participating Unit choose not to continue your coverage during a Military Services Leave of Absence, your coverage will be reinstated.

SUMMARY PLAN DESCRIPTION

The following section entitled Summary Plan Description was prepared by Reliance Standard Life Insurance Company at the request of and on behalf of the Plan Sponsor. Reliance Standard Life Insurance Company assumes no responsibility for the accuracy or sufficiency of the information in this section.

SUMMARY PLAN DESCRIPTION

The following information and the description of benefits provided in this booklet constitute the Summary Plan Description.

PLAN NAME: Group Short Term Disability Insurance

PLAN SPONSOR: Boot Barn, Inc.
15345 Barranca Parkway
Irvine, CA 92618
(949) 453-4400

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER: 26-1081729

PLAN NUMBER: 501

TYPE OF PLAN: Welfare Benefit Plan

PLAN BENEFITS: Fully Insured - Group Short Term Disability Insurance Benefits

TYPE OF ADMINISTRATION: The plan is administered in accordance with the terms of the Group Policy issued by the Reliance Standard Life Insurance Company, 1700 Market Street, Suite 1200, Philadelphia, PA 19103-3938.

PLAN ADMINISTRATOR: The Plan Sponsor named above.

AGENT FOR SERVICE OF LEGAL PROCESS: The Plan Sponsor named above.

PLAN YEAR: The plan's fiscal records are kept on a plan year basis beginning October 1st.

PLAN COSTS: The cost of the benefits provided under the plan are paid for by the employer.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO) DETERMINATIONS: A plan participant or beneficiary can obtain, without charge, a copy of the Plan's procedures governing Qualified Medical Child Support Order (QMCSO) determinations from the Plan Administrator named above.

AMENDMENT AND TERMINATION: The Plan Sponsor reserves the right, at any time, to amend or terminate the Plan or amend or eliminate benefits under the Plan for any reason.

**CLAIM PROCEDURES FOR CLAIMS FILED WITH
RELIANCE STANDARD LIFE INSURANCE COMPANY
ON OR AFTER APRIL 1, 2018**

CLAIMS FOR BENEFITS

Claims may be submitted by mailing the completed form along with any requested information to:

Matrix Absence Management, Inc.
2421 W. Peoria Avenue
Suite 200
Phoenix, AZ 85029-4940

Claim forms are available from your benefits representative or may be requested by writing to the above address or by calling 1-800-866-2301.

In the event of any *Adverse Benefit Determination* (defined below), the claimant (or their authorized representative) may appeal that *Adverse Benefit Determination* in accordance with the following procedures. This opportunity to appeal exists without regard to the applicability of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), 29 U.S.C. 1001 *et seq.*

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

If a non-disability claim is wholly or partially denied, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after our receipt of the claim, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the benefit determination is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

Disability Benefit Claims

In the case of a claim for disability benefits, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time, but not later than 45 days after our receipt of the claim. This period may be extended for up to 30 days, provided that it is determined that such an extension is necessary due to matters beyond our control and that notification is provided to the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If, prior to the end of the first 30-day extension period, it is determined that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the claimant is notified, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date by which a decision is expected to be rendered. In the case of any such extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

A Claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an Adverse Benefit Determination on Review.

Disability Benefit Claims

A claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall be set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an Adverse Benefit Determination on Review; and
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - a) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
7. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (defined below) to a claim for benefits; and
8. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

Appeals of Adverse Benefit Determinations may be submitted in accordance with the following procedures to:

Reliance Standard Life Insurance Company
Quality Review Unit
P.O. Box 8330
Philadelphia, PA 19101-8330

Non-Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 60 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;

6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual; and
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination.

Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 180 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;
6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination;
8. In deciding the appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal shall consult with a health care professional:
 - (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
 - (b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal; nor the subordinate of any such individual.

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on

review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

A claimant shall be provided with written notification of the benefit determination on review. In the case of an Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits; and
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable).

Disability Benefit Claims

A claimant must be provided with written notification of the determination on review. In the case of Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable) as well as a description of any applicable contractual limitations period that applies to the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - a) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
7. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to a claim for benefits; and
8. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

REQUESTS CONCERNING ALLEGED VIOLATION OF THESE PROCEDURES

In the event that a claimant requests a written explanation of any alleged violation of these procedures, such explanation should be provided within 10 days, including a specific description of any basis for asserting that any violation should not cause any administrative remedies available under the plan to be exhausted (where applicable).

DEFINITIONS

The term "Adverse Benefit Determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan.

The term "Culturally and Linguistically Appropriate Manner" means:

- Oral language services (such as telephone customer assistance hotline) that includes answering questions in any Applicable Non-English Language and providing assistance with filing claims and appeals in any Applicable Non-English Language must be provided;
- A notice in any Applicable Non-English Language must be provided upon request; and
- A statement prominently displayed in any Applicable Non-English Language clearly indicating how to access the language services provided must be included in the English versions of all notices.

The term "Applicable Non-English Language" means:

With respect to an address in any United States county to which a notice is sent, a non-English language is an Applicable Non-English Language if ten percent or more of the population residing in the county is literate only in the same non-English language as determined in guidance published by the United States Secretary of Health and Human Services.

The term "us" or "our" refers to Reliance Standard Life Insurance Company.

The term "Relevant" means:

A document, record, or other information shall be considered relevant to a claimant's claim if such document, record or other information:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination;
- Demonstrates compliance with administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated claimants; or
- In the case of a plan providing disability benefits, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit of the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

The term "Reliance Standard Life Insurance Company" means Reliance Standard Life Insurance Company and/or its authorized claim administrators.

ERISA STATEMENT OF RIGHTS

As a participant in the Group Insurance Plan, you may be entitled to certain rights and protections in the event that the Employee Retirement Income Security Act of 1974 (ERISA) applies. 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 worksites 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) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security 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) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. 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 benefits plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interests 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 benefit or exercising your rights under ERISA.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

Enforce Your Rights

If your claim for a 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 the 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 part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 Employee Benefits Security Administration.

RELIANCE STANDARD

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania


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CERTIFICATE OF INSURANCE

We certify that you (provided you belong to a class described on the Schedule of Benefits) are insured, for the benefits which apply to your class, under Group Policy No. G 100,003 issued to The RSL Employer Trust, the Policyholder, covering eligible persons of Boot Barn, Inc. (herein called the Participating Unit), under Participating Unit No. STD 168858.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.


Secretary


President

GROUP WEEKLY INCOME INSURANCE CERTIFICATE

This Weekly Income Certificate replaces any previous Weekly Income Certificates and is dated November 9, 2021.

SCHEDULE OF BENEFITS

EFFECTIVE DATE: October 1, 2021

ELIGIBLE CLASSES: Each active, Full-time Store Manager and Salaried Employee working outside of the state of California, except an employee included in any other class and any person employed on a temporary or seasonal basis.

WAITING PERIOD: 30 days of continuous employment.

INDIVIDUAL EFFECTIVE DATE: The first of the month coinciding with or next following completion of the Waiting Period.

YOUR REINSTATEMENT: 6 months

WEEKLY INCOME BENEFIT

DAY BENEFITS BEGIN: Benefits, for one period of disability, will be paid as follows:

INJURY AND SICKNESS: We will pay benefits from the eighth consecutive day of disability.

MAXIMUM BENEFIT PERIOD: Benefits, for one period of disability, will be paid up to a maximum of twelve (12) weeks.

WEEKLY INCOME BENEFIT: The Weekly Income Benefit for each Insured will be 66 2/3% of Earnings to a maximum benefit of \$1,250.

CHANGES IN WEEKLY INCOME BENEFIT: Increases in the benefit amount are effective on the October 1st coinciding with or next following the date of the change, provided you are actively at work on the effective date of the change. If you are not actively at work on that date, the effective date of the increase in the benefit amount will be deferred until the date you return to active work. Decreases in the benefit amount are effective on the October 1st coinciding with or next following the date the change occurs.

CONTRIBUTIONS: You are not required to contribute toward the cost of this insurance.

Premium contributions will not be included in your gross income.

For purposes of filing your Federal Income Tax Return, this means that under the law as of the date the Policy was issued, your Weekly Income Benefit might be treated as taxable. It is recommended that you contact your personal tax advisor.

DEFINITIONS

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"You", "your" and "yours" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

"Actively at work" and "active work" means actually performing on a full-time basis each and every duty pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of Injury or Sickness.

"Claimant" means you or a duly authorized representative who makes a claim for benefits under the Policy for a loss covered by the Policy as a result of your Injury or Sickness.

"Full-time" means scheduled to work for the Participating Unit for a minimum of 30 hours during your regular work week.

"Disabled" means you are:

- (1) unable to do the material duties of your job; and
- (2) not doing any work for payment; and
- (3) under the regular care of a physician.

"Injury" means bodily injury resulting directly from an accident, independent of all other causes. The injury must cause disability which begins while you are insured under the Policy.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means your weekly salary received from the Participating Unit on the October 1st just before the date of disability, prior to any deductions to a 401(k) and Section 125 plan. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic salary.

If hourly employees are insured, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, will be used to determine weekly earnings.

If you were not employed by the Participating Unit on the October 1st just before the date of disability, Earnings, as defined above, will be as received from the Participating Unit on your Individual Effective Date just before the date of disability.

"Physician" means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which claim is made. The physician may not be you or a member of your immediate family.

"Regular Care" means Treatment that is administered as frequently as is medically required according to guidelines established by nationally recognized authorities, medical research, healthcare organizations, governmental agencies or rehabilitative organizations. Care must be rendered personally by your Physician according to generally accepted medical standards in your locality, be of a demonstrable medical value and be necessary to meet your basic health needs.

"Retirement" means the effective date of your:

- (1) retirement pension benefits under any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Participating Unit;
- (2) retirement pension benefits under any plan which the Participating Unit sponsors, makes or has made contributions;
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity (TSA);
- (6) a stock ownership plan;
- (7) a profit sharing plan; or
- (8) section 401(k), 403(b) or 457 plans.

"Sickness" means illness or disease causing disability which begins while you are insured under the Policy. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Treatment" means care consistent with the diagnosis of your Injury or Sickness that has its purpose of maximizing your medical improvement. It must be provided by a Physician whose specialty or experience is most appropriate for the Injury or Sickness and conforms with generally accepted medical standards to effectively manage and treat your Injury or Sickness.

GENERAL PROVISIONS

INCONTESTABILITY: Any statements made by you or on your behalf to persuade us to provide coverage, will be deemed a representation not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which you are covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in written form signed by you, or on your behalf; and
 - (b) a copy of such written instrument is or has been furnished to you, your beneficiary or legal representative.
- (2) If the statement relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

NOT IN LIEU OF WORKERS' COMPENSATION: The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after the loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name and the Participating Unit Number.

CLAIM FORMS: When we receive notice of claim, we will send the claimant the forms to file the proof of loss. If we do not send them within fifteen (15) days after we receive notice, then the proof of loss requirements will be met by giving us a written statement of the nature and extent of the loss within ninety (90) days after the loss began.

WRITTEN PROOF OF LOSS: For any covered loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within one (1) year unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS: When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable. We will pay benefits to you, if living, or else to your estate.

If you have died and we have not paid all benefits due, we may pay up to \$1,000 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

PHYSICAL EXAMINATION: At our own expense, we will have the right to have you examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS: No legal action may be brought against us to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is required to be given.

EFFECTIVE DATE AND TERMINATION

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: If the Participating Unit pays the entire premium, your insurance will go into effect on the date stated on the Schedule of Benefits.

If you pay a part of the premium, you must apply in writing for the insurance to go into effect. You will become insured on the date stated on the Schedule of Benefits, except that the insurance will go into effect on the later of:

- (1) the first of the month coinciding with or next following the date you apply, if you apply within thirty-one (31) days of the date you are first eligible; or
- (2) the first of the month coinciding with or next following the date we approve any required proof of good health. We require proof of good health if you apply:
 - (a) after thirty-one (31) days from the date you first become eligible; or
 - (b) after you terminated this insurance but remained in a class eligible for this insurance.

Changes in your amount of insurance are effective as shown on the Schedule of Benefits.

If you are not actively at work on the day your insurance is to go into effect, the insurance will go into effect on the day you return to active work for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates; or
- (2) the date you cease to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for you; or
- (4) the date the Participating Unit ceases to be a Participating Unit under the Policy; or
- (5) the date you enter military service (not including Reserve or National Guard).

YOUR REINSTATEMENT: If you are terminated, your insurance may be reinstated if you return to Active Work with the Participating Unit within the period of time as shown on the Schedule of Benefits page. You must also be a member of an Eligible Class, as shown on the Schedule of Benefits page, and have been:

- (1) on a leave of absence approved by the Participating Unit; or
- (2) on temporary lay-off.

You will not be required to fulfill the eligibility requirements of the Policy again. The insurance will go into effect on the day you return to Active Work. If you return after having resigned or having been discharged, you will be required to fulfill the eligibility requirements of the Policy again. If you return after terminating at your request or for failure to pay premium when due, proof of good health must be approved by us before you may be reinstated.

WEEKLY INCOME INSURANCE

BENEFITS PAYABLE: We will pay Weekly Income Benefits if you:

- (1) are Disabled due to Sickness or Injury; and
- (2) become Disabled while insured by the Policy.

Weekly Income Benefits are reduced by any income from all Other Sources as listed below and payable from the Day Benefits Begin. Benefits are payable up to the Maximum Benefit Period for one period of disability. Weekly Income Benefits, the Day Benefits Begin and the Maximum Benefit Period can be found on the Schedule of Benefits.

If we have underpaid any benefit for any reason, we will make a lump sum payment. If we have overpaid any benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Weekly Income Benefit or ask for a lump sum refund. If we reduce the benefit, the Minimum Benefit, if any, as shown on the Schedule of Benefits page, would not apply. Interest does not accrue on any underpaid or overpaid benefit unless required by applicable law.

PERIOD OF DISABILITY: Each period of disability starts from the first day benefits are due. It will end when:

- (1) you are no longer disabled;
- (2) all benefits due have been paid; or
- (3) you have retired from employment with the Participating Unit.

Two or more disabilities will be deemed the same period of disability if they are from:

- (1) the same or related causes and are not separated by one (1) week of active work; or
- (2) a different cause and are not separated by one (1) full day of active work.

EXCLUSIONS: Weekly Income Benefits are not paid for any period of disability:

- (1) caused or contributed to by an intentionally self-inflicted Injury; or
- (2) caused or contributed to by an act of war, declared or undeclared; or
- (3) caused by an Injury or Sickness that occurs while you are confined to any penal or correctional institution; or
- (4) while you are confined in any penal or correctional institution; or
- (5) caused or contributed to by your committing a felony; or
- (6) caused or contributed to by Sickness which is covered by a Workers' Compensation Act, or other worker's disability law; or
- (7) caused or contributed to by Injury which occurs out of or in the course of work for wage or profit; or
- (8) caused or contributed to by any of the following:
 - (a) cosmetic surgery or treatment primarily to change appearance;
 - (b) in vitro fertilization;
 - (c) embryo transfer procedures;
 - (d) artificial insemination;
 - (e) reversal of sterilization;
 - (f) liposuction; or
 - (g) radial keratotomy.

"Other Sources" are:

- (1) disability income benefits you are eligible to receive under any franchise or group insurance plan;
- (2) disability income benefits you are eligible to receive under any individual disability income policy to the extent that the sum of the Weekly Income benefit on the Schedule of Benefits and Other Sources exceed 100% of Earnings;
- (3) disability income benefits you are eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (4) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), you are eligible to receive under:
 - (a) occupational disease laws;
 - (b) any other laws of like intent as (a) above; and
 - (c) any compulsory benefit law;
- (5) disability benefits payable under any of the following Acts:
 - (a) California Unemployment Compensation Disability Insurance;
 - (b) the Hawaii Temporary Disability Insurance Law;
 - (c) the New Jersey Temporary Disability Benefits Law;
 - (d) the New York Disability Benefits Law;
 - (e) the Rhode Island Disability Benefits Law; or
 - (f) the Puerto Rico Disability Benefits Act;
- (6) any of the following that you are eligible to receive:
 - (a) any formal salary continuance plan;
 - (b) wages; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that you earned prior to disability which are paid after disability has begun;
- (7) that part of disability or Retirement benefits paid for by the Participating Unit that you are eligible to receive under a group retirement plan;
- (8) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) you are eligible to receive because of your disability or eligibility for Retirement benefits; and
 - (b) your dependents are eligible to receive due to (a) above; and
- (9) benefits or settlements you are eligible to receive under the Jones Act or the Longshore and Harbor Workers' Compensation Act.

"Other Sources" for the purpose of the Partial Disability Benefit only, are:

- (1) disability income benefits you are eligible to receive under any franchise or group insurance plan;
- (2) disability income benefits you are eligible to receive under any individual disability income policy;
- (3) disability income benefits you are eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (4) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), you are eligible to receive under:
 - (a) Workers' Compensation Laws;
 - (b) occupational disease laws;
 - (c) any other laws of like intent as (a) or (b) above; and
 - (d) any compulsory benefit law;
- (5) disability benefits payable under any of the following Acts:
 - (a) California Unemployment Compensation Disability Insurance;
 - (b) the Hawaii Temporary Disability Insurance Law;
 - (c) the New Jersey Temporary Disability Benefits Law;
 - (d) the New York Disability Benefits Law;
 - (e) the Rhode Island Disability Benefits Law; or
 - (f) the Puerto Rico Disability Benefits Act;
- (6) any of the following that you are eligible to receive:
 - (a) any formal salary continuance plan;
 - (b) wages, excluding the amount allowed under the Partial Disability Benefit; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that you earned prior to disability which are paid after disability has begun;
- (7) that part of disability or Retirement benefits paid for by the Participating Unit that you are eligible to receive under a group retirement plan;

- (8) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) you are eligible to receive because of your disability or eligibility for Retirement benefits; and
 - (b) your dependents are eligible to receive due to (a) above; and
- (9) benefits or settlements you are eligible to receive under the Jones Act or the Longshore and Harbor Workers' Compensation Act.

PARTIAL DISABILITY BENEFIT

We will pay Partial Disability Benefits if:

- (1) you are Partially Disabled; and
- (2) you accept Rehabilitative Employment.

Partial Disability Benefits are paid from the Day Benefits Begin as shown on the Schedule of Benefits. Benefits are paid up to the Maximum Benefit Period as shown on the Schedule of Benefits for one period of disability.

Partial Disability Benefits will equal the Weekly Income Benefits payable under the Policy but in no event will the sum of:

- (1) the Partial Disability Benefit;
- (2) income from Rehabilitative Employment; and
- (3) income from all Other Sources;

exceed 100% of your Earnings. If it does, the Partial Disability Benefit will be reduced by one dollar for every dollar the sum exceeds 100%. The Partial Disability Benefit is subject to the Maximum Benefit Period shown in the Schedule of Benefits for any one period of disability.

"Rehabilitative Employment" means working in any gainful occupation for which your training, education or experience will reasonably allow. The Rehabilitative Employment and a plan of rehabilitation must be supervised by a Physician or licensed rehabilitation specialist, and both must be approved by us. Rehabilitative Employment includes performing all of the material duties of your regular occupation on a part-time basis or some of the material duties on a full-time basis. It does not include performing all of the material duties of your regular occupation on a full-time basis.

"Partially Disabled", for the purpose of this Partial Disability Benefit only, means that you are unable to perform the material duties of your own job and are under the regular care of a Physician.

TRANSFER OF INSURANCE COVERAGE

If you were covered under any group weekly income insurance plan maintained by the Participating Unit prior to the Participation Agreement's Effective Date, you will be insured under the Participation Agreement, provided that you are Actively At Work and meet all of the requirements for being an Eligible Person under the Participation Agreement on its effective date.

If you were covered under the prior group weekly income disability plan maintained by the Participating Unit prior to the Participation Agreement's Effective Date, but were not Actively at Work due to Injury or Sickness on the Effective Date of the Participation Agreement and would otherwise qualify as an Eligible Person, coverage will be allowed under the following conditions:

- (1) You must have been insured with the prior carrier on the date of the transfer;
- (2) Premiums must be paid; and
- (3) Disability must begin on or after this Participation Agreement's Effective Date.

If you are receiving weekly income benefits, become eligible for coverage under another group weekly income disability insurance plan, or have a period of recurrent disability under the prior group weekly income insurance plan, you will not be covered under the Participation Agreement. If premiums have been paid on your behalf under the Participation Agreement, those premiums will be refunded.

Waiting Period Credit

If you are an Eligible Person on the Effective Date of the Participation Agreement, any time used to satisfy any Waiting Period of the prior group weekly income insurance plan will be credited towards the satisfaction of the Waiting Period of the Participation Agreement.

**EXTENSION OF COVERAGE UNDER THE UNIFORMED SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Military Services Leave of Absence:

We will continue your coverage in accordance with the Participating Unit's policies regarding Military Services Leave of Absence under USERRA if the premium for you continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

The Policy, while coverage is being continued under the Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While you are on a Military Services Leave of Absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy.

Your coverage will cease under this extension on the earliest of:

- (1) the date the Policy terminates; or
- (2) the end of the period for which premium has been paid for you; or
- (3) the date such leave should end in accordance with the Participating Unit's policies regarding Military Services Leave of Absence in compliance with USERRA. Coverage will not be terminated if you become Disabled during the period of the leave and are eligible for benefits according to the terms of the Policy. Any Weekly Benefit which becomes payable will be based on your Earnings immediately prior to the date of Disability.

Should the Participating Unit choose not to continue your coverage during a Military Services Leave of Absence, your coverage will be reinstated.

SUMMARY PLAN DESCRIPTION

The following section entitled Summary Plan Description was prepared by Reliance Standard Life Insurance Company at the request of and on behalf of the Plan Sponsor. Reliance Standard Life Insurance Company assumes no responsibility for the accuracy or sufficiency of the information in this section.

SUMMARY PLAN DESCRIPTION

The following information and the description of benefits provided in this booklet constitute the Summary Plan Description.

PLAN NAME: Group Short Term Disability Insurance

PLAN SPONSOR: Boot Barn, Inc.
15345 Barranca Parkway
Irvine, CA 92618
(949) 453-4400

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER: 26-1081729

PLAN NUMBER: 501

TYPE OF PLAN: Welfare Benefit Plan

PLAN BENEFITS: Fully Insured - Group Short Term Disability Insurance Benefits

TYPE OF ADMINISTRATION: The plan is administered in accordance with the terms of the Group Policy issued by the Reliance Standard Life Insurance Company, 1700 Market Street, Suite 1200, Philadelphia, PA 19103-3938.

PLAN ADMINISTRATOR: The Plan Sponsor named above.

AGENT FOR SERVICE OF LEGAL PROCESS: The Plan Sponsor named above.

PLAN YEAR: The plan's fiscal records are kept on a plan year basis beginning October 1st.

PLAN COSTS: The cost of the benefits provided under the plan are paid for by the employer.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO) DETERMINATIONS: A plan participant or beneficiary can obtain, without charge, a copy of the Plan's procedures governing Qualified Medical Child Support Order (QMCSO) determinations from the Plan Administrator named above.

AMENDMENT AND TERMINATION: The Plan Sponsor reserves the right, at any time, to amend or terminate the Plan or amend or eliminate benefits under the Plan for any reason.

**CLAIM PROCEDURES FOR CLAIMS FILED WITH
RELIANCE STANDARD LIFE INSURANCE COMPANY
ON OR AFTER APRIL 1, 2018**

CLAIMS FOR BENEFITS

Claims may be submitted by mailing the completed form along with any requested information to:

Matrix Absence Management, Inc.
2421 W. Peoria Avenue
Suite 200
Phoenix, AZ 85029-4940

Claim forms are available from your benefits representative or may be requested by writing to the above address or by calling 1-800-866-2301.

In the event of any *Adverse Benefit Determination* (defined below), the claimant (or their authorized representative) may appeal that *Adverse Benefit Determination* in accordance with the following procedures. This opportunity to appeal exists without regard to the applicability of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), 29 U.S.C. 1001 *et seq.*

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

If a non-disability claim is wholly or partially denied, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after our receipt of the claim, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the benefit determination is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

Disability Benefit Claims

In the case of a claim for disability benefits, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time, but not later than 45 days after our receipt of the claim. This period may be extended for up to 30 days, provided that it is determined that such an extension is necessary due to matters beyond our control and that notification is provided to the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If, prior to the end of the first 30-day extension period, it is determined that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the claimant is notified, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date by which a decision is expected to be rendered. In the case of any such extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

A Claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an Adverse Benefit Determination on Review.

Disability Benefit Claims

A claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall be set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an Adverse Benefit Determination on Review; and
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - a) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
7. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (defined below) to a claim for benefits; and
8. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

Appeals of Adverse Benefit Determinations may be submitted in accordance with the following procedures to:

Reliance Standard Life Insurance Company
Quality Review Unit
P.O. Box 8330
Philadelphia, PA 19101-8330

Non-Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 60 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;

6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual; and
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination.

Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 180 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;
6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination;
8. In deciding the appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal shall consult with a health care professional:
 - (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
 - (b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal; nor the subordinate of any such individual.

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on

review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

A claimant shall be provided with written notification of the benefit determination on review. In the case of an Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits; and
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable).

Disability Benefit Claims

A claimant must be provided with written notification of the determination on review. In the case of Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable) as well as a description of any applicable contractual limitations period that applies to the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - a) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
7. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to a claim for benefits; and
8. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

REQUESTS CONCERNING ALLEGED VIOLATION OF THESE PROCEDURES

In the event that a claimant requests a written explanation of any alleged violation of these procedures, such explanation should be provided within 10 days, including a specific description of any basis for asserting that any violation should not cause any administrative remedies available under the plan to be exhausted (where applicable).

DEFINITIONS

The term "Adverse Benefit Determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan.

The term "Culturally and Linguistically Appropriate Manner" means:

- Oral language services (such as telephone customer assistance hotline) that includes answering questions in any Applicable Non-English Language and providing assistance with filing claims and appeals in any Applicable Non-English Language must be provided;
- A notice in any Applicable Non-English Language must be provided upon request; and
- A statement prominently displayed in any Applicable Non-English Language clearly indicating how to access the language services provided must be included in the English versions of all notices.

The term "Applicable Non-English Language" means:

With respect to an address in any United States county to which a notice is sent, a non-English language is an Applicable Non-English Language if ten percent or more of the population residing in the county is literate only in the same non-English language as determined in guidance published by the United States Secretary of Health and Human Services.

The term "us" or "our" refers to Reliance Standard Life Insurance Company.

The term "Relevant" means:

A document, record, or other information shall be considered relevant to a claimant's claim if such document, record or other information:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination;
- Demonstrates compliance with administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated claimants; or
- In the case of a plan providing disability benefits, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit of the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

The term "Reliance Standard Life Insurance Company" means Reliance Standard Life Insurance Company and/or its authorized claim administrators.

ERISA STATEMENT OF RIGHTS

As a participant in the Group Insurance Plan, you may be entitled to certain rights and protections in the event that the Employee Retirement Income Security Act of 1974 (ERISA) applies. 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 worksites 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) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security 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) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. 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 benefits plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interests 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 benefit or exercising your rights under ERISA.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

Enforce Your Rights

If your claim for a 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 the 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 part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 Employee Benefits Security Administration.

RELIANCE STANDARD

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania


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CERTIFICATE OF INSURANCE

We certify that you (provided you belong to a class described on the Schedule of Benefits) are insured, for the benefits which apply to your class, under Group Policy No. G 100,003 issued to The RSL Employer Trust, the Policyholder, covering eligible persons of Boot Barn, Inc. (herein called the Participating Unit), under Participating Unit No. STD 168858.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.


Secretary


President

GROUP WEEKLY INCOME INSURANCE CERTIFICATE

This Weekly Income Certificate replaces any previous Weekly Income Certificates and is dated January 26, 2022.

SCHEDULE OF BENEFITS

EFFECTIVE DATE: October 1, 2021

ELIGIBLE CLASSES: Each active, Full-time Manager, Store Manager, District Manager, Regional Director, Loss Prevention Manager, Warehouse Manager and Commercial Accounts Sales Representative and Store Support Center Employee working in the State of California, except an employee included in any other class and any person employed on a temporary or seasonal basis.

WAITING PERIOD: 30 days of continuous employment.

INDIVIDUAL EFFECTIVE DATE: The first of the month coinciding with or next following completion of the Waiting Period.

YOUR REINSTATEMENT: 6 months

WEEKLY INCOME BENEFIT

DAY BENEFITS BEGIN: Benefits, for one period of disability, will be paid as follows:

INJURY AND SICKNESS: We will pay benefits from the eighth consecutive day of disability.

MAXIMUM BENEFIT PERIOD: Benefits, for one period of disability, will be paid up to a maximum of twelve (12) weeks.

WEEKLY INCOME BENEFIT: The Weekly Income Benefit for each Insured will be 20% of Earnings to a maximum benefit of \$1,250.

CHANGES IN WEEKLY INCOME BENEFIT: Increases in the benefit amount are effective on the October 1st coinciding with or next following the date of the change, provided you are actively at work on the effective date of the change. If you are not actively at work on that date, the effective date of the increase in the benefit amount will be deferred until the date you return to active work. Decreases in the benefit amount are effective on the October 1st coinciding with or next following the date the change occurs.

CONTRIBUTIONS: You are not required to contribute toward the cost of this insurance.

Premium contributions will not be included in your gross income.

For purposes of filing your Federal Income Tax Return, this means that under the law as of the date the Policy was issued, your Weekly Income Benefit might be treated as taxable. It is recommended that you contact your personal tax advisor.

DEFINITIONS

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"You", "your" and "yours" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

"Actively at work" and "active work" means actually performing on a full-time basis each and every duty pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of Injury or Sickness.

"Claimant" means you or a duly authorized representative who makes a claim for benefits under the Policy for a loss covered by the Policy as a result of your Injury or Sickness.

"Full-time" means scheduled to work for the Participating Unit for a minimum of 30 hours during your regular work week.

"Disabled" means you are:

- (1) unable to do the material duties of your job; and
- (2) not doing any work for payment; and
- (3) under the regular care of a physician.

"Injury" means bodily injury resulting directly from an accident, independent of all other causes. The injury must cause disability which begins while you are insured under the Policy.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means your weekly salary received from the Participating Unit on the October 1st just before the date of disability, prior to any deductions to a 401(k) and Section 125 plan. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic salary.

If hourly employees are insured, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, will be used to determine weekly earnings.

If you were not employed by the Participating Unit on the October 1st just before the date of disability, Earnings, as defined above, will be as received from the Participating Unit on your Individual Effective Date just before the date of disability.

"Physician" means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which claim is made. The physician may not be you or a member of your immediate family.

"Regular Care" means Treatment that is administered as frequently as is medically required according to guidelines established by nationally recognized authorities, medical research, healthcare organizations, governmental agencies or rehabilitative organizations. Care must be rendered personally by your Physician according to generally accepted medical standards in your locality, be of a demonstrable medical value and be necessary to meet your basic health needs.

"Retirement" means the effective date of your:

- (1) retirement pension benefits under any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Participating Unit;
- (2) retirement pension benefits under any plan which the Participating Unit sponsors, makes or has made contributions;
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity (TSA);
- (6) a stock ownership plan;
- (7) a profit sharing plan; or
- (8) section 401(k), 403(b) or 457 plans.

"Sickness" means illness or disease causing disability which begins while you are insured under the Policy. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Treatment" means care consistent with the diagnosis of your Injury or Sickness that has its purpose of maximizing your medical improvement. It must be provided by a Physician whose specialty or experience is most appropriate for the Injury or Sickness and conforms with generally accepted medical standards to effectively manage and treat your Injury or Sickness.

GENERAL PROVISIONS

INCONTESTABILITY: Any statements made by you or on your behalf to persuade us to provide coverage, will be deemed a representation not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which you are covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in written form signed by you, or on your behalf; and
 - (b) a copy of such written instrument is or has been furnished to you, your beneficiary or legal representative.
- (2) If the statement relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

NOT IN LIEU OF WORKERS' COMPENSATION: The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after the loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name and the Participating Unit Number.

CLAIM FORMS: When we receive notice of claim, we will send the claimant the forms to file the proof of loss. If we do not send them within fifteen (15) days after we receive notice, then the proof of loss requirements will be met by giving us a written statement of the nature and extent of the loss within ninety (90) days after the loss began.

WRITTEN PROOF OF LOSS: For any covered loss, written proof must be sent to us within ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within one (1) year unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS: When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable. We will pay benefits to you, if living, or else to your estate.

If you have died and we have not paid all benefits due, we may pay up to \$1,000 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

PHYSICAL EXAMINATION: At our own expense, we will have the right to have you examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS: No legal action may be brought against us to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is required to be given.

EFFECTIVE DATE AND TERMINATION

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: If the Participating Unit pays the entire premium, your insurance will go into effect on the date stated on the Schedule of Benefits.

If you pay a part of the premium, you must apply in writing for the insurance to go into effect. You will become insured on the date stated on the Schedule of Benefits, except that the insurance will go into effect on the later of:

- (1) the first of the month coinciding with or next following the date you apply, if you apply within thirty-one (31) days of the date you are first eligible; or
- (2) the first of the month coinciding with or next following the date we approve any required proof of good health. We require proof of good health if you apply:
 - (a) after thirty-one (31) days from the date you first become eligible; or
 - (b) after you terminated this insurance but remained in a class eligible for this insurance.

Changes in your amount of insurance are effective as shown on the Schedule of Benefits.

If you are not actively at work on the day your insurance is to go into effect, the insurance will go into effect on the day you return to active work for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates; or
- (2) the date you cease to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for you; or
- (4) the date the Participating Unit ceases to be a Participating Unit under the Policy; or
- (5) the date you enter military service (not including Reserve or National Guard).

YOUR REINSTATEMENT: If you are terminated, your insurance may be reinstated if you return to Active Work with the Participating Unit within the period of time as shown on the Schedule of Benefits page. You must also be a member of an Eligible Class, as shown on the Schedule of Benefits page, and have been:

- (1) on a leave of absence approved by the Participating Unit; or
- (2) on temporary lay-off.

You will not be required to fulfill the eligibility requirements of the Policy again. The insurance will go into effect on the day you return to Active Work. If you return after having resigned or having been discharged, you will be required to fulfill the eligibility requirements of the Policy again. If you return after terminating at your request or for failure to pay premium when due, proof of good health must be approved by us before you may be reinstated.

WEEKLY INCOME INSURANCE

BENEFITS PAYABLE: We will pay Weekly Income Benefits if you:

- (1) are Disabled due to Sickness or Injury; and
- (2) become Disabled while insured by the Policy.

Weekly Income Benefits are reduced by any income from all Other Sources as listed below and payable from the Day Benefits Begin. Benefits are payable up to the Maximum Benefit Period for one period of disability. Weekly Income Benefits, the Day Benefits Begin and the Maximum Benefit Period can be found on the Schedule of Benefits.

If we have underpaid any benefit for any reason, we will make a lump sum payment. If we have overpaid any benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Weekly Income Benefit or ask for a lump sum refund. If we reduce the benefit, the Minimum Benefit, if any, as shown on the Schedule of Benefits page, would not apply. Interest does not accrue on any underpaid or overpaid benefit unless required by applicable law.

PERIOD OF DISABILITY: Each period of disability starts from the first day benefits are due. It will end when:

- (1) you are no longer disabled;
- (2) all benefits due have been paid; or
- (3) you have retired from employment with the Participating Unit.

Two or more disabilities will be deemed the same period of disability if they are from:

- (1) the same or related causes and are not separated by one (1) week of active work; or
- (2) a different cause and are not separated by one (1) full day of active work.

EXCLUSIONS: Weekly Income Benefits are not paid for any period of disability:

- (1) caused or contributed to by an intentionally self-inflicted Injury; or
- (2) caused or contributed to by an act of war, declared or undeclared; or
- (3) caused by an Injury or Sickness that occurs while you are confined to any penal or correctional institution; or
- (4) while you are confined in any penal or correctional institution; or
- (5) caused or contributed to by your committing a felony; or
- (6) caused or contributed to by Sickness which is covered by a Workers' Compensation Act, or other worker's disability law; or
- (7) caused or contributed to by Injury which occurs out of or in the course of work for wage or profit; or
- (8) caused or contributed to by any of the following:
 - (a) cosmetic surgery or treatment primarily to change appearance;
 - (b) in vitro fertilization;
 - (c) embryo transfer procedures;
 - (d) artificial insemination;
 - (e) reversal of sterilization;
 - (f) liposuction; or
 - (g) radial keratotomy.

"Other Sources" are:

- (1) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), you are eligible to receive under:
 - (a) occupational disease laws;
 - (b) any other laws of like intent as (a) above; and
 - (c) any compulsory benefit law.

"Other Sources" for the purpose of the Partial Disability Benefit only, are:

- (1) disability income benefits you are eligible to receive under any franchise or group insurance plan;
- (2) disability income benefits you are eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (3) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), you are eligible to receive under:
 - (a) Workers' Compensation Laws;
 - (b) occupational disease laws;
 - (c) any other laws of like intent as (a) or (b) above; and
 - (d) any compulsory benefit law;
- (4) disability benefits payable under any of the following Acts:
 - (a) California Unemployment Compensation Disability Insurance;
 - (b) the Hawaii Temporary Disability Insurance Law;
 - (c) the New Jersey Temporary Disability Benefits Law;
 - (d) the New York Disability Benefits Law;
 - (e) the Rhode Island Disability Benefits Law; or
 - (f) the Puerto Rico Disability Benefits Act;
- (5) any of the following that you are eligible to receive:
 - (a) any formal salary continuance plan;
 - (b) wages, excluding the amount allowed under the Partial Disability Benefit; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that you earned prior to disability which are paid after disability has begun;
- (6) that part of disability or Retirement benefits paid for by the Participating Unit that you are eligible to receive under a group retirement plan; and
- (7) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) you are eligible to receive because of your disability or eligibility for Retirement benefits; and
 - (b) your dependents are eligible to receive due to (a) above.

PARTIAL DISABILITY BENEFIT

We will pay Partial Disability Benefits if:

- (1) you are Partially Disabled; and
- (2) you accept Rehabilitative Employment.

Partial Disability Benefits are paid from the Day Benefits Begin as shown on the Schedule of Benefits. Benefits are paid up to the Maximum Benefit Period as shown on the Schedule of Benefits for one period of disability.

Partial Disability Benefits will equal the Weekly Income Benefits payable under the Policy but in no event will the sum of:

- (1) the Partial Disability Benefit;
- (2) income from Rehabilitative Employment; and
- (3) income from all Other Sources;

exceed 100% of your Earnings. If it does, the Partial Disability Benefit will be reduced by one dollar for every dollar the sum exceeds 100%. The Partial Disability Benefit is subject to the Maximum Benefit Period shown in the Schedule of Benefits for any one period of disability.

"Rehabilitative Employment" means working in any gainful occupation for which your training, education or experience will reasonably allow. The Rehabilitative Employment and a plan of rehabilitation must be supervised by a Physician or licensed rehabilitation specialist, and both must be approved by us. Rehabilitative Employment includes performing all of the material duties of your regular occupation on a part-time basis or some of the material duties on a full-time basis. It does not include performing all of the material duties of your regular occupation on a full-time basis.

"Partially Disabled", for the purpose of this Partial Disability Benefit only, means that you are unable to perform the material duties of your own job and are under the regular care of a Physician.

TRANSFER OF INSURANCE COVERAGE

If you were covered under any group weekly income insurance plan maintained by the Participating Unit prior to the Participation Agreement's Effective Date, you will be insured under the Participation Agreement, provided that you are Actively At Work and meet all of the requirements for being an Eligible Person under the Participation Agreement on its effective date.

If you were covered under the prior group weekly income disability plan maintained by the Participating Unit prior to the Participation Agreement's Effective Date, but were not Actively at Work due to Injury or Sickness on the Effective Date of the Participation Agreement and would otherwise qualify as an Eligible Person, coverage will be allowed under the following conditions:

- (1) You must have been insured with the prior carrier on the date of the transfer;
- (2) Premiums must be paid; and
- (3) Disability must begin on or after this Participation Agreement's Effective Date.

If you are receiving weekly income benefits, become eligible for coverage under another group weekly income disability insurance plan, or have a period of recurrent disability under the prior group weekly income insurance plan, you will not be covered under the Participation Agreement. If premiums have been paid on your behalf under the Participation Agreement, those premiums will be refunded.

Waiting Period Credit

If you are an Eligible Person on the Effective Date of the Participation Agreement, any time used to satisfy any Waiting Period of the prior group weekly income insurance plan will be credited towards the satisfaction of the Waiting Period of the Participation Agreement.

**EXTENSION OF COVERAGE UNDER THE UNIFORMED SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Military Services Leave of Absence:

We will continue your coverage in accordance with the Participating Unit's policies regarding Military Services Leave of Absence under USERRA if the premium for you continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

The Policy, while coverage is being continued under the Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While you are on a Military Services Leave of Absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy.

Your coverage will cease under this extension on the earliest of:

- (1) the date the Policy terminates; or
- (2) the end of the period for which premium has been paid for you; or
- (3) the date such leave should end in accordance with the Participating Unit's policies regarding Military Services Leave of Absence in compliance with USERRA. Coverage will not be terminated if you become Disabled during the period of the leave and are eligible for benefits according to the terms of the Policy. Any Weekly Benefit which becomes payable will be based on your Earnings immediately prior to the date of Disability.

Should the Participating Unit choose not to continue your coverage during a Military Services Leave of Absence, your coverage will be reinstated.

SUMMARY PLAN DESCRIPTION

The following section entitled Summary Plan Description was prepared by Reliance Standard Life Insurance Company at the request of and on behalf of the Plan Sponsor. Reliance Standard Life Insurance Company assumes no responsibility for the accuracy or sufficiency of the information in this section.

SUMMARY PLAN DESCRIPTION

The following information and the description of benefits provided in this booklet constitute the Summary Plan Description.

PLAN NAME: Group Short Term Disability Insurance

PLAN SPONSOR: Boot Barn, Inc.
15345 Barranca Parkway
Irvine, CA 92618
(949) 453-4400

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER: 26-1081729

PLAN NUMBER: 501

TYPE OF PLAN: Welfare Benefit Plan

PLAN BENEFITS: Fully Insured - Group Short Term Disability Insurance Benefits

TYPE OF ADMINISTRATION: The plan is administered in accordance with the terms of the Group Policy issued by the Reliance Standard Life Insurance Company, 1700 Market Street, Suite 1200, Philadelphia, PA 19103-3938.

PLAN ADMINISTRATOR: The Plan Sponsor named above.

AGENT FOR SERVICE OF LEGAL PROCESS: The Plan Sponsor named above.

PLAN YEAR: The plan's fiscal records are kept on a plan year basis beginning October 1st.

PLAN COSTS: The cost of the benefits provided under the plan are paid for by the employer.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO) DETERMINATIONS: A plan participant or beneficiary can obtain, without charge, a copy of the Plan's procedures governing Qualified Medical Child Support Order (QMCSO) determinations from the Plan Administrator named above.

AMENDMENT AND TERMINATION: The Plan Sponsor reserves the right, at any time, to amend or terminate the Plan or amend or eliminate benefits under the Plan for any reason.

**CLAIM PROCEDURES FOR CLAIMS FILED WITH
RELIANCE STANDARD LIFE INSURANCE COMPANY
ON OR AFTER APRIL 1, 2018**

CLAIMS FOR BENEFITS

Claims may be submitted by mailing the completed form along with any requested information to:

Matrix Absence Management, Inc.
2421 W. Peoria Avenue
Suite 200
Phoenix, AZ 85029-4940

Claim forms are available from your benefits representative or may be requested by writing to the above address or by calling 1-800-866-2301.

In the event of any *Adverse Benefit Determination* (defined below), the claimant (or their authorized representative) may appeal that *Adverse Benefit Determination* in accordance with the following procedures. This opportunity to appeal exists without regard to the applicability of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), 29 U.S.C. 1001 *et seq.*

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

If a non-disability claim is wholly or partially denied, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after our receipt of the claim, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the benefit determination is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

Disability Benefit Claims

In the case of a claim for disability benefits, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time, but not later than 45 days after our receipt of the claim. This period may be extended for up to 30 days, provided that it is determined that such an extension is necessary due to matters beyond our control and that notification is provided to the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If, prior to the end of the first 30-day extension period, it is determined that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the claimant is notified, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date by which a decision is expected to be rendered. In the case of any such extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

A Claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an Adverse Benefit Determination on Review.

Disability Benefit Claims

A claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall be set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an Adverse Benefit Determination on Review; and
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - a) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
7. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (defined below) to a claim for benefits; and
8. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

Appeals of Adverse Benefit Determinations may be submitted in accordance with the following procedures to:

Reliance Standard Life Insurance Company
Quality Review Unit
P.O. Box 8330
Philadelphia, PA 19101-8330

Non-Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 60 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;

6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual; and
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination.

Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 180 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;
6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination;
8. In deciding the appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal shall consult with a health care professional:
 - (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
 - (b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal; nor the subordinate of any such individual.

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on

review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

A claimant shall be provided with written notification of the benefit determination on review. In the case of an Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits; and
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable).

Disability Benefit Claims

A claimant must be provided with written notification of the determination on review. In the case of Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
4. A statement of the claimant's right to bring an action under section 502(a) of ERISA (where applicable) as well as a description of any applicable contractual limitations period that applies to the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - a) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - c) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
7. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to a claim for benefits; and
8. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

REQUESTS CONCERNING ALLEGED VIOLATION OF THESE PROCEDURES

In the event that a claimant requests a written explanation of any alleged violation of these procedures, such explanation should be provided within 10 days, including a specific description of any basis for asserting that any violation should not cause any administrative remedies available under the plan to be exhausted (where applicable).

DEFINITIONS

The term "Adverse Benefit Determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan.

The term "Culturally and Linguistically Appropriate Manner" means:

- Oral language services (such as telephone customer assistance hotline) that includes answering questions in any Applicable Non-English Language and providing assistance with filing claims and appeals in any Applicable Non-English Language must be provided;
- A notice in any Applicable Non-English Language must be provided upon request; and
- A statement prominently displayed in any Applicable Non-English Language clearly indicating how to access the language services provided must be included in the English versions of all notices.

The term "Applicable Non-English Language" means:

With respect to an address in any United States county to which a notice is sent, a non-English language is an Applicable Non-English Language if ten percent or more of the population residing in the county is literate only in the same non-English language as determined in guidance published by the United States Secretary of Health and Human Services.

The term "us" or "our" refers to Reliance Standard Life Insurance Company.

The term "Relevant" means:

A document, record, or other information shall be considered relevant to a claimant's claim if such document, record or other information:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination;
- Demonstrates compliance with administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated claimants; or
- In the case of a plan providing disability benefits, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit of the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

The term "Reliance Standard Life Insurance Company" means Reliance Standard Life Insurance Company and/or its authorized claim administrators.

ERISA STATEMENT OF RIGHTS

As a participant in the Group Insurance Plan, you may be entitled to certain rights and protections in the event that the Employee Retirement Income Security Act of 1974 (ERISA) applies. 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 worksites 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) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security 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) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. 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 benefits plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interests 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 benefit or exercising your rights under ERISA.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

Enforce Your Rights

If your claim for a 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 the 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 Employee Benefits Security Administration.