
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 14)*

Big 5 Sporting Goods Corporation

(Name of Issuer)

Common Stock

(Title of Class of Securities)

08915P101

(CUSIP Number)

Stadium Capital Management, LLC
199 Elm Street
New Canaan, CT 06840-5321
(203) 972-8235

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 10, 2016

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

CUSIP No. 08915P101		13D	
(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only) Stadium Capital Management GP, L.P.			
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>			
(3) SEC USE ONLY			
(4) SOURCE OF FUNDS (see instructions)			
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>			
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware			
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER		
	-0- shares		
	(8) SHARED VOTING POWER		
	2,580,295 shares		
	(9) SOLE DISPOSITIVE POWER		
	-0- shares		
	(10) SHARED DISPOSITIVE POWER		
	2,580,295 shares		
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,580,295 shares			
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>			
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7%			
(14) TYPE OF REPORTING PERSON (see instructions) PN			

CUSIP No. 08915P101		13D
(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only) Stadium Capital Management, LLC		
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
(3) SEC USE ONLY		
(4) SOURCE OF FUNDS (see instructions)		
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER	
		-0- shares
	(8) SHARED VOTING POWER	
		2,580,295 shares
	(9) SOLE DISPOSITIVE POWER	
		-0- shares
	(10) SHARED DISPOSITIVE POWER	
		2,580,295 shares
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,580,295 shares		
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>		
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7%		
(14) TYPE OF REPORTING PERSON (see instructions) IA, OO		

CUSIP No. 08915P101		13D	
(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only) Alexander M. Seaver			
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>			
(3) SEC USE ONLY			
(4) SOURCE OF FUNDS (see instructions)			
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>			
(6) CITIZENSHIP OR PLACE OF ORGANIZATION United States			
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER		
	-0- shares		
	(8) SHARED VOTING POWER		
	2,580,295 shares		
	(9) SOLE DISPOSITIVE POWER		
	-0- shares		
	(10) SHARED DISPOSITIVE POWER		
	2,580,295 shares		
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,580,295 shares			
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>			
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7%			
(14) TYPE OF REPORTING PERSON (see instructions) IN			

CUSIP No. 08915P101		13D	
(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only) Bradley R. Kent			
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>			
(3) SEC USE ONLY			
(4) SOURCE OF FUNDS (see instructions)			
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>			
(6) CITIZENSHIP OR PLACE OF ORGANIZATION United States			
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER		
	-0- shares		
	(8) SHARED VOTING POWER		
	2,580,295 shares		
	(9) SOLE DISPOSITIVE POWER		
	-0- shares		
	(10) SHARED DISPOSITIVE POWER		
	2,580,295 shares		
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,580,295 shares			
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>			
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7%			
(14) TYPE OF REPORTING PERSON (see instructions) IN			

CUSIP No. 08915P101		13D
(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only) Stadium Capital Partners, L.P.		
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
(3) SEC USE ONLY		
(4) SOURCE OF FUNDS (see instructions)		
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
(6) CITIZENSHIP OR PLACE OF ORGANIZATION California		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER	
		-0- shares
	(8) SHARED VOTING POWER	
		2,348,125 shares
	(9) SOLE DISPOSITIVE POWER	
		-0- shares
	(10) SHARED DISPOSITIVE POWER	
		2,348,125 shares
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,348,125 shares		
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>		
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.7%		
(14) TYPE OF REPORTING PERSON (see instructions) PN		

CUSIP No. 08915P101		13D
(1) NAMES OF REPORTING PERSONS. I.R.S. Identification nos. of above persons (entities only) Stadium Capital Qualified Partners, L.P.		
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
(3) SEC USE ONLY		
(4) SOURCE OF FUNDS (see instructions)		
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER	
		-0- shares
	(8) SHARED VOTING POWER	
		232,170 shares
	(9) SOLE DISPOSITIVE POWER	
		-0- shares
	(10) SHARED DISPOSITIVE POWER	
		232,170 shares
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 232,170 shares		
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>		
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.1%		
(14) TYPE OF REPORTING PERSON (see instructions) PN		

Item 1. Security and Issuer

This statement relates to shares of Common Stock (the “Stock”) of **Big 5 Sporting Goods Corporation** (the “Issuer”). The principal executive office of the Issuer is located at **2525 E. El Segundo Boulevard, El Segundo, CA 90245**.

Item 2. Identity and Background

The persons filing this statement and the persons enumerated in Instruction C of Schedule 13D and, where applicable, their respective places of organization, general partners, directors, executive officers and controlling persons, and the information regarding them, are as follows:

- (a) **Stadium Capital Management, LLC (“SCM”); Stadium Capital Management GP, L.P. (“SCMGP”); Alexander M. Seaver (“Seaver”); Bradley R. Kent (“Kent”); Stadium Capital Partners, L.P. (“SCP”); Stadium Capital Qualified Partners, L.P. (“SQP”)** (collectively, the “Filers”).
SCP and SQP are filing this statement jointly with the other Filers, but not as member of a group and expressly disclaim membership in a group.
- (b) The business address of the Filers is
199 Elm Street, New Canaan, CT 06840-5321
- (c) Present principal occupation or employment of the Filers and the name, principal business and address of any corporation or other organization in which such employment is conducted:
SCM is an investment adviser and the general partner of SCMGP. Seaver and Kent are the managers of SCM. SCP and SQP are investment limited partnerships, of which SCMGP is the general partner.
- (d) During the last five years, none of the Filers has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Filers was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) **See Item 4 of the cover sheet for each Filer.**

Item 3. Source and Amount of Funds or Other Consideration

The source and amount of funds used in purchasing the Stock were as follows:

Purchaser	Source of Funds	Amount
SCM	Funds Under Management(1)	\$ 26,751,287
SCP	Working Capital	\$ 24,696,706
SQP	Working Capital	\$ 2,054,581

(1) Includes funds of SCP investors in the Stock.

Item 4. Purpose of Transaction

The Filers purchased shares of Stock for investment purposes.

The Filers are engaged in the investment advisory business. In pursuing this business, the Filers will routinely monitor the Issuer with regard to a wide variety of factors that affect their investment considerations, including, without limitation, current and anticipated future trading prices for the Stock and other securities, the Issuer's operations, assets, prospects, financial position, and business development, Issuer's management, Issuer-related competitive and strategic matters, general economic, financial market and industry conditions, as well as other investment considerations.

Depending on their evaluation of various factors, including those indicated above, the Filers may take such actions with respect to their holdings in the Issuer as they deem appropriate in light of circumstances existing from time to time. Such actions may include the purchase of additional shares of Stock in the open market, through privately negotiated transactions with third parties or otherwise, or the sale at any time, in the open market, through privately negotiated transactions with third parties or otherwise, of all or a portion of the shares of Stock now owned or hereafter acquired by any of them. In addition, the Filers may from time to time enter into or unwind hedging or other derivative transactions with respect to the Stock or otherwise pledge their interests in the Stock as a means of obtaining liquidity. The Filers may from time to time cause any of Stadium Capital Partners, L.P. and Stadium Capital Qualified Partners, L.P. (the "Stadium Capital Funds") to distribute in kind to their respective investors shares of Stock owned by such Stadium Capital Funds. In addition, from time to time the Filers and their representatives and advisers may communicate with other stockholders, industry participants and other interested parties concerning the Issuer. Further, the Filers reserve the right to act in concert with any other stockholders of the Issuer, or other persons, for a common purpose should they determine to do so, and/or to recommend courses of action to the Issuer's management, the Issuer's Board of Directors (the "Board") and the stockholders of the Issuer. Any of the foregoing actions could involve one or more of the events referred to in paragraphs (a) through (j), inclusive, of Item 4 of Schedule 13D, including, potentially, one or more mergers, consolidations, sales or acquisitions of assets, change in control, issuances, purchases, dispositions or pledges of securities or other changes in capitalization.

As previously disclosed, in 2011 SCM began discussions with the management of the Issuer regarding board composition, and specifically about having an SCM representative join the Board. On October 25, 2011, the Board appointed the Filers' designee, Dominic P. DeMarco, to the Board.

On December 18, 2014, SCM submitted a stockholder proposal pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended, to the Issuer for inclusion in the Issuer's proxy statement for its 2015 Annual Meeting of Stockholders (the "2015 Annual Meeting"). The text of the stockholder proposal is attached as Exhibit B and incorporated herein by reference. The stockholder proposal urges the Board to take all necessary steps to eliminate the classification of the Board and to require that all directors be elected on an annual basis instead of once every three years.

On December 18, 2014, SCM also submitted a letter to the Board outlining some of its concerns with the Issuer's corporate governance practices. The letter notes that Mr. DeMarco previously suggested that the Issuer (i) repeal the classification of the Board; (ii) adopt majority voting in director elections; and (iii) eliminate the supermajority vote requirements in its charter and bylaws. The letter further states that SCM (i) is submitting the stockholder proposal described above; and (ii) invites its fellow stockholders to submit their own Rule 14a-8 stockholder proposals to the Issuer prior to the deadline of January 1, 2015. A copy of the letter is attached as Exhibit C and incorporated herein by reference.

On January 21, 2015, Mr. DeMarco submitted a letter to the Chairman of the Board outlining his concerns with the Board's decision on January 19, 2015, to (i) create a special committee that has the full

authority to take “all actions” and make all decisions that the “full Board would be empowered to take or make”; and (ii) exclude Mr. DeMarco, and Mr. DeMarco alone, from this “Super Committee”. The letter asserts that the formation of such a committee is premised upon an alleged conflict of interest between SCM and other non-management stockholders that is non-existent. It further states that the Board ignored the potential conflicts of other directors, and deliberately crafted the committee in an overly broad manner to effectively exclude Mr. DeMarco from all Board business. The letter also notes that the stockholders of the Issuer must soon determine how to best respond to the Board’s actions and that non-management stockholders have tolerated negative stockholder returns, poor governance and limited accountability at the Issuer for far too long. A copy of the letter is attached as Exhibit D and incorporated herein by reference.

On February 4, 2015, Mr. DeMarco submitted a letter to the Chairman of the Board in response to a letter from the Chairman to Mr. DeMarco dated January 30, 2015. Mr. DeMarco’s letter reiterates that there is no conflict between SCM and other non-management stockholders, and examines the potential conflicts of the other current members of the Board. Further, the letter corrects certain misstatements made by the Chairman regarding SCM’s history of governance concerns with the Issuer and motivations for seeking governance improvements. In addition, the letter asserts that the Chairman continues to be deliberately vague about the scope and purpose of the “Super Committee” formed on January 19, 2015. Finally, the letter refutes the insinuation that Mr. DeMarco has improperly shared confidential Board matters. A copy of the letter is attached as Exhibit E and incorporated herein by reference.

On March 17, 2015, SCP submitted a letter to the Issuer (the “Nomination Letter”) nominating Dominic P. DeMarco, Nicholas Donatiello, Jr. and Michael J. McConnell (collectively, the “Nominees”) for election to the Board at the Issuer’s 2015 Annual Meeting of Stockholders. In its Nomination Letter, SCP also reserved the right to further nominate, substitute or add additional persons in the event that (a) the Issuer purports to increase the number of directorships; (b) the Issuer makes or announces any changes to its bylaws or takes or announces any other action that purports to have, or if consummated would purport to have, the effect of disqualifying any of the Nominees; or (c) any of the Nominees is unable or hereafter becomes unwilling for any reason to serve as a director.

On March 17, 2015, SCM issued a press release regarding the submission of the Nomination Letter and containing the text of a letter submitted to the Chairman of the Board. Among other things, the letter highlights the Issuer’s underperformance over the last one, five and ten years relative to its peer group, the S&P 600 Retailing Index and the Russell 2000. In addition, the letter notes the Issuer’s poor governance practices and the need for a fresh perspective on the Board. The press release is attached as Exhibit F and incorporated herein by reference.

On April 30, 2015, (i) the Issuer, (ii) SCM, SCMGP, SCP and SQP (collectively, “Stadium”), (iii) Mr. DeMarco and (iv) Nicholas Donatiello, Jr. entered into a Settlement Agreement (the “Settlement Agreement”). Under the terms of the Settlement Agreement, in addition to David R. Jessick, the Issuer agreed to nominate Mr. DeMarco for re-election and Mr. Donatiello for election to the Board at the 2015 Annual Meeting as Class A Directors.

The Issuer also agreed to expand the Board from seven to eight members and appoint Robert C. Galvin to the Board as a Class A Director as soon as practicable after the 2015 Annual Meeting. If Mr. Galvin is not available to serve as a director, then the Issuer and Stadium will agree upon one candidate from a pool of candidates identified by an executive search firm.

The Issuer also agreed to recommend that the stockholders of the Issuer vote at the 2015 Annual Meeting in favor of (i) the Issuer's precatory proposal (the "Majority Voting Proposal") regarding the implementation of a majority voting standard in uncontested elections of directors (a "Majority Voting Standard"); (ii) the Issuer's precatory proposal (the "Supermajority Voting Proposal") regarding the elimination of certain provisions in the Issuer's charter and bylaws that require the affirmative vote of at least 80% of the voting power of all of the Issuer's then-outstanding shares of common stock (the "Supermajority Voting Provisions"); and (iii) SCM's stockholder proposal relating to the elimination of the classified structure of the Board (the "Declassified Board Proposal").

If the Majority Voting Proposal receives a majority of the votes cast at the 2015 Annual Meeting with respect to such proposal, then, within 30 days after the 2015 Annual Meeting, the Board will take all actions necessary to amend the Issuer's bylaws to implement a Majority Voting Standard.

If the Supermajority Voting Proposal receives a majority of the votes cast at the 2015 Annual Meeting with respect to such proposal, then, at the Issuer's 2016 Annual Meeting of Stockholders (the "2016 Annual Meeting"), the Board will present to the stockholders of the Issuer, and will recommend that the stockholders of the Issuer vote in favor of, amendments to the Issuer's charter and bylaws to eliminate any Supermajority Voting Provision in the charter and bylaws.

If the Declassified Board Proposal receives a majority of the votes cast at the 2015 Annual Meeting with respect to such proposal, then, at the 2016 Annual Meeting, the Board will present to the stockholders of the Issuer, and will recommend that the stockholders of the Issuer vote in favor of, an amendment to the Issuer's charter to eliminate the classification of the Board and provide for the annual election of all directors. If such proposal receives the requisite number of votes to effect such action at the 2016 Annual Meeting, then the directors elected at the 2016 Annual Meeting will serve a one-year term expiring at the Issuer's 2017 Annual Meeting of Stockholders (the "2017 Annual Meeting") and the directors elected or appointed prior to the 2016 Annual Meeting will finish their respective terms.

Under the terms of the Settlement Agreement, the Issuer also agreed to establish a three-person Value Creation Committee of the Board (the "Value Creation Committee") following the 2015 Annual Meeting to review the Issuer's business, operations, capital allocations and strategy and to make recommendations to the Board on these issues. The Value Creation Committee will dissolve automatically at the end of the Standstill Period (defined below) unless extended by the Board.

Stadium is subject to certain standstill restrictions during the period from the date of the Settlement Agreement until the earlier of (i) 10 days prior to the deadline for submission of stockholder nominees for the 2016 Annual Meeting; or (ii) 100 days prior to the first anniversary of the 2015 Annual Meeting (such period, the "Standstill Period"). During the Standstill Period, Stadium is subject to customary standstill and voting obligations, including, among other things, that Stadium and its affiliates and associates will not acquire beneficial ownership of 14% or more of the outstanding Stock or participate in a proxy solicitation. Additionally, Stadium agreed not to use or proceed with the proxy statement it filed in connection with the 2015 Annual Meeting, and to vote all of its shares in favor of the election of Messrs. DeMarco, Donatiello and Jessick, the Issuer's "say-on-pay" proposal, the ratification of the Issuer's auditors, the Majority Voting Proposal, the Supermajority Voting Proposal and the Declassified Board Proposal. The Issuer also agreed to reimburse Stadium for its reasonable and documented fees and expenses (including but not limited to legal expenses) in an amount not to exceed \$195,000.

The foregoing summary of the Settlement Agreement is not complete and is qualified in its entirety by reference to, and should be read in conjunction with, the complete text of the Settlement Agreement, which is attached as Exhibit G and is incorporated herein by reference.

On May 1, 2015, the Issuer issued a press release announcing the Settlement Agreement and related matters. A copy of the letter is attached as Exhibit H and incorporated herein by reference.

On March 4, 2016, (i) the Issuer, (ii) Stadium, (iii) Mr. DeMarco and (iv) Mr. Donatiello entered into an Amendment to Settlement Agreement (the “Amendment”), which extended and modified portions of the Settlement Agreement.

Under the terms of the Amendment, the parties agreed to extend the Standstill Period until the earlier of (i) 10 days prior to the deadline for submission of stockholder nominees for the 2017 Annual Meeting or (ii) 100 days prior to the first anniversary of the 2016 Annual Meeting.

Stadium also agreed to vote all of its shares at the 2016 Annual Meeting in favor of (i) the re-election to the Board of any individual who is a director of the Issuer as of the date of the Amendment, subject, in each case, to the nomination of such director by the Board; (ii) a proposal by the Board to amend the Issuer’s charter to eliminate the classification of the Board on a phased-in basis and provide for the annual election of directors beginning in 2016; (iii) a proposal by the Board to amend the Issuer’s charter and bylaws to eliminate any provisions that require the affirmative vote of at least 80% of all of the Issuer’s then-outstanding shares of common stock; (iv) the “say-on-pay” vote regarding the compensation paid to the Issuer’s named executive officers; and (v) the ratification of the appointment of Deloitte & Touche LLP to serve as the Issuer’s independent auditors for fiscal year 2016.

Under the terms of the Amendment, the parties also agreed to increase the size of the Value Creation Committee from three members to four, and to add Steven G. Miller as the fourth member of the Value Creation Committee. The Value Creation Committee will dissolve automatically at the end of the Standstill Period unless extended by the Board.

The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to, and should be read in conjunction with, the complete text of the Amendment, which is attached as Exhibit I and is incorporated herein by reference.

On September 9, 2016, Stadium issued a press release announcing Mr. DeMarco’s resignation from the Board, effective immediately, after nearly five years of service. In the opinion of Mr. DeMarco and Stadium, there has been a significant improvement in the composition, governance and structure of the Board as a result of the Settlement Agreement. Additionally, it is the opinion of Mr. DeMarco and Stadium that the efforts of the Value Creation Committee, which was formed as a result of the Settlement Agreement to review the Issuer’s business, operations, capital allocations and strategy and to make recommendations to the Board on these issues, are largely complete, with the Board having approved a slate of recommendations at its latest meeting. Thus, Stadium and Mr. DeMarco concluded that it was an appropriate juncture for Mr. DeMarco to eliminate the substantial time commitment of serving on the Board. Under the terms of the Settlement Agreement, Stadium has the right to name a director to replace Mr. DeMarco, and intends to name an exceptionally qualified, independent individual who will help the Issuer make continued progress in strategic planning, capital allocation and corporate governance. The press release issued by Stadium is attached as Exhibit J and incorporated herein by reference.

On October 10, 2016, (i) the Issuer, (ii) Stadium, (iii) Mr. DeMarco and (iv) Mr. Donatiello entered into a Second Amendment to Settlement Agreement (the “Second Amendment”), which modified portions of the Settlement Agreement. Under the terms of the Second Amendment, the parties agreed that prior to December 1, 2016, (i) Stadium shall not name a director to replace Mr. DeMarco and (ii) the Board and all committees and subcommittees of the Board shall not seek to increase the Board to more than seven members.

Under the terms of the Second Amendment, the parties also agreed that: (i) Mr. Donatiello shall be added to the Compensation Committee of the Board to replace Mr. DeMarco; (ii) Robert C. Galvin will assume Mr. DeMarco's role as Co-Chairman of the Value Creation Committee, with that committee reduced to three members; and (iii) the Board shall name Van Honeycutt to the newly created role of Lead Independent Director.

The foregoing summary of the Second Amendment is not complete and is qualified in its entirety by reference to, and should be read in conjunction with, the complete text of the Second Amendment, which is attached as Exhibit K and is incorporated herein by reference.

Except as set forth in this statement, the Filers do not presently have any additional plans or proposals that relate to or would result in any of the transactions, events or actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

The beneficial ownership of the Stock by each Filer at the date hereof is reflected on that Filer's cover page. The percentage on the cover pages relating to beneficial ownership of the Stock is based on 22,024,360 shares of Stock outstanding as of July 27, 2016, as reported in the Form 10-Q for the quarterly period ended July 3, 2016, of the Issuer.

Except as set forth in Schedule A, none of the Filers has effected any transactions in the Stock in the last 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

SCM is the investment adviser of its clients pursuant to investment management agreements or limited partnership agreements providing to SCM the authority, among other things, to invest the funds of such clients in the Stock, to vote and dispose of the Stock and to file this statement on behalf of such clients. Pursuant to such limited partnership agreements, the general partner of such clients is entitled to allocations based on assets under management and realized and unrealized gains. Pursuant to such investment management agreements, SCM (or SCMGP) is entitled to fees based on assets under management and realized and unrealized gains.

Item 7. Material to be Filed as Exhibits

Exhibit No.	Description
A	Agreement Regarding Joint Filing of Statement on Schedule 13D or 13G.*
B	Stockholder Proposal sent to the Issuer pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended.*
C	Letter to the Board of Directors, dated December 18, 2014.*
D	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated January 21, 2015.*
E	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated February 4, 2015.*
F	Press Release of Stadium Capital Partners, L.P., dated March 17, 2015.*
G	Settlement Agreement, dated April 30, 2015, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.*
H	Press Release, dated May 1, 2015.*

- I Amendment to Settlement Agreement, dated March 4, 2016, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.*
- J Press Release of Stadium Capital Partners, L.P., dated September 9, 2016.*
- K Second Amendment to Settlement Agreement, dated October 10, 2016, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.

* Previously filed.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: **October 11, 2016**

STADIUM CAPITAL MANAGEMENT, LLC

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

STADIUM CAPITAL PARTNERS, L.P.

By: Stadium Capital Management, GP, L.P.
General Partner

By: Stadium Capital Management, LLC
General Partner

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

STADIUM CAPITAL MANAGEMENT GP, L.P.

By: Stadium Capital Management, LLC
General Partner

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

STADIUM CAPITAL QUALIFIED PARTNERS, L.P.

By: Stadium Capital Management, GP, L.P.
General Partner

By: Stadium Capital Management, LLC
General Partner

By: /s/ Alexander M. Seaver
Name: Alexander M. Seaver
Title: Manager

/s/ Bradley R. Kent
Bradley R. Kent

/s/ Alexander M. Seaver
Alexander M. Seaver

SCHEDULE A

TRANSACTIONS BY THE FILERS IN THE PAST 60 DAYS

Filer	Transaction Date	Purchase or Sale	Quantity	Price per Share (excluding commissions)	How Effected
SCP	08/11/2016	Sale	25,335	\$13.02	Open market
SQP	08/11/2016	Sale	2,482	\$13.02	Open market
SCP	08/12/2016	Sale	18,591	\$13.05	Open market
SQP	08/12/2016	Sale	1,821	\$13.05	Open market
SCP	08/15/2016	Sale	10,584	\$13.09	Open market
SQP	08/15/2016	Sale	1,110	\$13.09	Open market
SCP	08/16/2016	Sale	9,893	\$13.08	Open market
SQP	08/16/2016	Sale	1,035	\$13.08	Open market
SCP	08/17/2016	Sale	14,570	\$12.91	Open market
SQP	08/17/2016	Sale	1,524	\$12.91	Open market
SCP	08/18/2016	Sale	11,656	\$12.92	Open market
SQP	08/18/2016	Sale	1,219	\$12.92	Open market
SCP	08/19/2016	Sale	20,042	\$13.11	Open market
SQP	08/19/2016	Sale	2,095	\$13.11	Open market
SCP	08/22/2016	Sale	3,804	\$13.14	Open market
SQP	08/22/2016	Sale	372	\$13.14	Open market
SCP	08/24/2016	Sale	8,582	\$12.91	Open market
SQP	08/24/2016	Sale	840	\$12.91	Open market
SCP	08/25/2016	Sale	3,889	\$12.73	Open market
SQP	08/25/2016	Sale	381	\$12.73	Open market
SCP	08/26/2016	Sale	3,281	\$12.66	Open market
SQP	08/26/2016	Sale	321	\$12.66	Open market

EXHIBIT INDEX

Exhibit No.	Description
A	Agreement Regarding Joint Filing of Statement on Schedule 13D or 13G.*
B	Stockholder Proposal sent to the Issuer pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended.*
C	Letter to the Board of Directors, dated December 18, 2014.*
D	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated January 21, 2015.*
E	Letter from Dominic P. DeMarco to the Chairman of the Board of Directors, dated February 4, 2015.*
F	Press Release of Stadium Capital Partners, L.P., dated March 17, 2015.*
G	Settlement Agreement, dated April 30, 2015, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.*
H	Press Release, dated May 1, 2015.*
I	Amendment to Settlement Agreement, dated March 4, 2016, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.*
J	Press Release of Stadium Capital Partners, L.P., dated September 9, 2016.*
K	Second Amendment to Settlement Agreement, dated October 10, 2016, by and among the persons and entities listed on Schedule A thereto, Big 5 Sporting Goods Corporation, Dominic P. DeMarco and Nicholas Donatiello, Jr.

* Previously filed.

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Second Amendment to the Settlement Agreement (this “**Amendment**”) dated October 10, 2016, is entered into by and among the persons and entities listed on Schedule A (collectively, the “**Stadium Capital Group**”, and each, individually, a “**member**” of the Stadium Capital Group), Big 5 Sporting Goods Corporation (the “**Company**”), Dominic P. DeMarco, in his individual capacity and as a member of the Stadium Capital Group, and Nicholas Donatiello, Jr., in his individual capacity.

WHEREAS, on April 30, 2015, the parties hereto entered into the Settlement Agreement (the “**Original Agreement**”), which was subsequently amended by the Amendment to Settlement Agreement, dated March 4, 2016 (as amended, the “**Agreement**”);

WHEREAS, the Agreement includes certain covenants and obligations of the parties during the period until the earlier of (i) ten (10) days prior to the deadline for submission of stockholder nominees for the 2017 Annual Meeting or (ii) the date that is 100 days prior to the first anniversary of the 2016 Annual Meeting (the “**Standstill Period**”);

WHEREAS, on September 9, 2016, Mr. DeMarco notified the Company of his resignation from the Company’s Board of Directors (the “**Board**”) and from all committees of the Board on which he serves, effective as of such date;

WHEREAS, in connection with Mr. DeMarco’s resignation from the Board, the parties to the Agreement now wish to waive and further amend certain provisions of the Agreement;

WHEREAS, the parties to the Agreement provided that the Agreement may be waived or amended only by an agreement in a writing executed by the parties to the Agreement; and

WHEREAS, the parties to the Agreement intend to waive and amend only those specific provisions addressed in this Amendment, and otherwise not to change or affect any of the other provisions of the Agreement.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to waive and amend the Agreement as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement.
2. **Board and Board Committees.**

(a) **Agreement Not to Nominate Stadium Capital Replacement Director.** In connection with Mr. DeMarco’s resignation from the Board, the Stadium Capital Group hereby agrees not to exercise its right to nominate a Stadium Capital Replacement Nominee (as provided for in Section 1(c) of the Original Agreement) at any time prior to December 1, 2016.

(b) **Board Size and Replacement Director.** Prior to December 1, 2016, the Board and all committees and subcommittees of the Board shall not seek to increase the size of the Board to more than seven (7) members; provided, however, that during the remainder of the Standstill Period after December 1, 2016, the Board and all committees and subcommittees of the Board shall not seek to increase the size of the Board to more than eight (8) members; provided further, that in either case the Board may recruit potential directors or director nominees, announce retirements or departures of directors and replace retired or departed directors (a “**Replacement Director**”) without the prior written consent of the Stadium Capital Group so long as (i) the Board is not increased to more than seven (7) or eight (8) members, as applicable, and (ii) any Replacement Director is appointed to the same class of the Board as the departing director whom he or she replaces. The Company also agrees that any Replacement Director appointed pursuant to this Section 2(b) shall (A) meet all director independence and other standards of Nasdaq and the Securities and Exchange Commission (the “**SEC**”) and applicable provisions of the Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder and (B) be

qualified to serve as a director under the Delaware General Corporation Law (clauses (A) and (B), the “**Independence Conditions**”). Each Replacement Director will promptly advise the Nominating Committee if he or she ceases to satisfy any of the Independence Conditions.

(c) **Lead Independent Director.** Effective as of the date of this Amendment, the Board shall establish and, for so long as the offices of Chairman of the Board and Chief Executive Officer are held by the same person during the Standstill Period and thereafter at the discretion of the Board, maintain the position of “**Lead Independent Director**.” As described in the Lead Independent Director Charter attached as Exhibit A hereto, the Lead Independent Director shall generally have responsibility for coordinating the other members of the Board who qualify as “independent” pursuant to the standards of Nasdaq (the “**Independent Directors**”), including (i) presiding as chairman of executive sessions of Independent Directors and all meetings of the Board at which the Chairman of the Board and Chief Executive Officer of the Company are not present, (ii) possessing the authority to call meetings of Independent Directors, (iii) leading an annual evaluation by the Independent Directors of the Chairman of the Board and Chief Executive Officer of the Company, (iv) functioning as a liaison between the Independent Directors and the Chairman of the Board and Chief Executive Officer of the Company, (v) approving the scheduling, agendas and provision of information for all meetings of the Board and facilitating the Board’s approval of the number and frequency of Board meetings, and (vi) if requested by major stockholders of the Company, ensuring that he/she is available, when appropriate, for consultation and direct communication with such stockholders. Effective as of the date of this Amendment, the Lead Independent Director shall be Mr. Van B. Honeycutt; provided that, (x) the Lead Independent Director will hereafter be elected annually by the Independent Directors and (y) if during the Standstill Period, and prior to such annual election, Mr. Honeycutt ceases to serve as the Lead Independent Director, then a replacement Lead Independent Director shall be elected by the Independent Directors.

(d) **Committees of the Board.**

(i) **Compensation and Nominating Committees.** In connection with Mr. DeMarco’s resignation from the Board, the Board shall take all actions necessary to appoint Mr. Donatiello as a member of the Compensation Committee, and Mr. Donatiello shall continue to serve as a member of the Nominating Committee. In each case, Mr. Donatiello will serve on such committees during the Standstill Period, unless he ceases to satisfy the applicable Independence Conditions, and after the Standstill Period at the discretion of the Board.

(ii) **Value Creation Committee.** The charter for the Value Creation Committee shall be amended as set forth on Exhibit B hereto. Additionally, with the exception of Steven G. Miller, the Value Creation Committee shall be comprised solely of Independent Directors. The Value Creation Committee shall be co-chaired by Mr. Robert Galvin and Mr. Honeycutt; the other member of the Value Creation Committee shall be Mr. Miller. In the event any of Messrs. Galvin, Honeycutt or Miller is unable to serve on the Value Creation Committee at any time during the Standstill Period, the Value Creation Committee will continue with the remaining member(s) until the additional member(s) is appointed. During the Standstill Period, the Value Creation Committee (i) shall have no more than three (3) members, one of whom shall be designated by the Stadium Capital Group and (ii) shall have two (2) co-chairs, one of whom shall be designated by the Stadium Capital Group. Effective as of the date of this Amendment, and unless and until Mr. Galvin ceases to be a member of the Board during the Standstill Period, the member and co-chair of the Value Creation Committee designated by the Stadium Capital Group shall be Mr. Galvin.

3. **Representations of the Company.** The Company represents and warrants as follows: (a) the Company has the power and authority to execute, deliver and carry out the terms and provisions of this Amendment and to consummate the transactions contemplated hereby; (b) this Amendment has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms; and (c) the execution, delivery and performance of this Amendment by the Company does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

4. **Representations of the Stadium Capital Group.** The Stadium Capital Group, jointly and severally, represents and warrants as follows: (a) the Stadium Capital Group has the power and authority to execute, deliver and carry out the terms and provisions of this Amendment and to consummate the transactions contemplated hereby; (b) this Amendment has been duly and validly authorized, executed and delivered by the Stadium Capital Group, constitutes a valid and binding obligation and agreement of the Stadium Capital Group and is enforceable against the Stadium Capital Group in accordance with its terms; and (c) the Stadium Capital Group, together with the Stadium Capital Affiliates, beneficially owns, directly or indirectly, an aggregate of 2,580,295 shares of Common Stock and such shares of Common Stock constitute all of the Common Stock beneficially owned by the Stadium Capital Group, the Stadium Capital Affiliates or in which the Stadium Capital Group, the Stadium Capital Affiliates have any interest or right to acquire, whether through derivative securities, voting agreements or otherwise.

5. **Report of Stadium Capital Group Stock Ownership.** Within two (2) business days of a written inquiry by the Company during the Standstill Period, the Stadium Capital Group agrees to report to the Company in writing how many shares of Common Stock the Stadium Capital Group, together with the Stadium Capital Affiliates, beneficially owns as of the date of such report.

6. **Entire Agreement; Amendment.** Other than as expressly set forth in this Amendment, the terms of the Agreement shall remain in full force and effect.

7. **Press Release.** Neither the Company nor the Stadium Capital Group shall issue any press release or public announcement regarding the Agreement or this Amendment or the matters contemplated thereby or hereby without the prior written consent of the other party hereto.

8. **SEC Filings.**

(a) The Company shall file promptly with the SEC a Form 8-K reporting entry into this Amendment (the “**Form 8-K**”) and appending this Amendment as an exhibit thereto.

(b) The Stadium Capital Group shall promptly, but in no case prior to the date of filing of the Form 8-K by the Company, file an amendment to the Stadium Capital Schedule 13D, reporting the entry into this Amendment and appending this Amendment as an exhibit thereto.

9. **Expenses.** All attorneys’ fees, costs and expenses incurred in connection with this Amendment and all matters related hereto will be paid by the party incurring such fees, costs or expenses.

10. **Counterparts.** This Amendment may be executed in two or more counterparts either manually or by electronic or digital signature (including by facsimile or electronic mail transmission), each of which shall be deemed to be an original and all of which together shall constitute a single binding agreement on the parties hereto, notwithstanding that not all parties are signatories to the same counterpart.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed this SECOND AMENDMENT TO SETTLEMENT AGREEMENT or caused the same to be executed by its duly authorized representative as of the date first above written.

Big 5 Sporting Goods Corporation

By:	<u>/s/ Steven G. Miller</u>
Name:	<u>Steven G. Miller</u>
Title:	<u>Chairman and CEO</u>

[Signature Page — Second Amendment to Settlement Agreement]

IN WITNESS WHEREOF, each of the parties hereto has executed this SECOND AMENDMENT TO SETTLEMENT AGREEMENT or caused the same to be executed by its duly authorized representative as of the date first above written.

Stadium Capital Management, LLC

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Managing Director

Stadium Capital Management GP, L.P.

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Managing Director

Stadium Capital Partners, L.P.

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Managing Director

Stadium Capital Qualified Partners, L.P.

By: /s/ Alexander Seaver
Name: Alexander Seaver
Title: Managing Director

/s/ Dominic P. DeMarco
Dominic P. DeMarco

/s/ Nicholas Donatiello, Jr.
Nicholas Donatiello, Jr.

Schedule A

Members of Stadium Capital Group

Stadium Capital Management, LLC

Stadium Capital Management GP, L.P.

Stadium Capital Partners, L.P.

Stadium Capital Qualified Partners, L.P.

Dominic P. DeMarco

BIG 5 SPORTING GOODS CORPORATION
ROLE OF LEAD INDEPENDENT DIRECTOR

If the offices of Chairman of the Board and Chief Executive Officer are held by the same person, the independent members of the Board of Directors will annually elect an independent Director to serve in a lead capacity (the “Lead Independent Director”). The Lead Independent Director shall be so identified on the Company’s web site, and shall generally have responsibility for coordinating the activities of the other independent Directors, and perform such other duties and responsibilities as the Board of Directors may determine.

The specific responsibilities of the Lead Independent Director shall include the following:

Presides at Executive Sessions

- Presides at all meetings of the Board at which the Chairman and CEO is not present, including executive sessions of the independent Directors.

Calls Meetings of Independent Directors

- Has the authority to call meetings of the independent Directors.

Leads Evaluation of Chair and CEO

- Conducts, in consultation with the other independent Directors, an evaluation of the Chairman/CEO, including an annual evaluation of the Chairman/CEO’s interactions with the Board and effectiveness as Board Chair.

Functions as Liaison with the Chairman and CEO

- Serves as liaison between the independent Directors and the Chairman and CEO.

Approves the scheduling, agendas and provisioning of information for all Board meetings

- Approves information sent to the Board, including the quality, quantity and timeliness of such information, as well as approving meeting agendas.
- Facilitates the Board’s approval of the number and frequency of Board meetings, and approves meeting schedules to assure that there is sufficient time for discussion of all agenda items.

Shareholder Communication

- If requested by major shareholders, ensures that he/she is available, when appropriate, for consultation and direct communication.
-

VALUE CREATION COMMITTEE CHARTER

*Big 5 Sporting Goods Corporation
Value Creation Committee*

Purpose

The Value Creation Committee is appointed by the Board of Directors (the “Board”) of Big 5 Sporting Goods Corporation (the “Company”) to, among other things, review the Company’s business, operations, capital allocations and strategy, explore profit enhancement opportunities for the Company’s business, and identify possible areas of value creation for the Company’s business and its stockholders, and to make recommendations to the Board on these issues. Additionally, the Committee shall continue to have primary responsibility for overseeing any independent financial advisors retained by the Committee in connection with the Committee’s purpose.

Membership and Meetings

The Committee shall consist of a maximum of three (3) directors. The Committee shall be co-chaired by Mr. Robert C. Galvin and Mr. Van B. Honeycutt; the other member of the Committee shall be Mr. Steven G. Miller. Subject to the terms of any agreement to which the Company may be party, the members of the Committee shall be appointed and may be removed solely for cause as defined by Delaware law, and shall serve for such term as the Board determines or until their successors are elected or appointed.

The Committee shall (i) meet as often as its members shall determine to be necessary, or meetings may be called by either Co-Chairman or any two (2) members of the Committee or the Chairman of the Board and (ii) hold meetings on at least two (2) business days’ prior written notice or such shorter period as to which the members of the Committee agree. The Committee shall keep minutes and other relevant documentation of all meetings held. The Co-Chairs of the Committee shall be responsible for scheduling all meetings of the Committee, determining the agenda for each meeting (following consultation with other members of the Committee), ensuring that the agenda for each meeting is circulated to each Committee member in advance of the meeting, presiding over meetings of the Committee and coordinating reporting to the Board. A vote of a majority of all members of the Committee will constitute an act of the Committee.

The Committee shall have reasonable access to members of management, and management shall furnish to the Committee (as well as its advisors) such financial information, projections and other information, support and cooperation as the Committee reasonably requests to assist it in performing its duties. In addition, the Committee may obtain reasonable assistance from officers of the Company, and shall have the authority to retain and engage independent financial, legal and/or other advisors or consultants as reasonably necessary at the expense of the Company in furtherance of

the purposes and authority of the Committee as set forth above and below.

The Committee shall make regular reports to the Board, and all recommendations of the Committee shall be reported to the Board at the next regular meeting of the Board or otherwise as appropriate.

The Committee shall remain in effect until (A) the earlier of (i) ten (10) days prior to the deadline for submission of stockholder nominees for the Company's 2017 annual meeting of stockholders or (ii) the date that is one hundred (100) days prior to the first anniversary of the Company's 2016 annual meeting of stockholders or (B), if determined by the Board, thereafter.

Purpose and Authority

The Committee shall have the authority to do the following:

1. review the Company's business, strategy, performance and market conditions;
2. explore profit enhancement opportunities for the Company's business;
3. develop an operating improvement plan for the Company's business;
4. identify ways to maximize the value of the business for the Company and its stockholders;
5. retain independent financial, legal and/or other advisors and consultants at the expense of the Company to advise and assist it in considering these issues; and
6. make recommendations to the Board for the Board's consideration in deciding whether or not to approve and implement any (or all) of the above-referenced matters.

Confidentiality

Subject to and consistent with each Committee Member's fiduciary and/or contractual duties to the Company and its stockholders, each member of the Committee shall preserve the confidentiality of the Committee's communications, deliberations and recommendations and of information and material supplied to the Committee in the course of its duties (collectively, the "Confidential Information"). Consistent with the above-provision, no member of the Committee shall use any Confidential Information for a purpose other than as contemplated by this Charter or disclose any Confidential Information other than to (i) the Board, (ii) the Committee's outside advisors or (iii) any person to whom disclosure of Confidential Information is required by law.
