GROUP SHORT TERM DISABILITY BENEFITS

McCownGordon Construction, LLC

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INTRODUCTION

McCownGordon Construction, LLC, offers Short Term Disability Income benefits to eligible employees. This booklet describes the short-term disability income benefits provided, , including any limitations or exclusions that may affect your right to benefits. The procedure for filing a claim for benefits is also discussed.

Should you have any questions about these benefits, you should contact your Human Resources Business Partner. They will explain the benefits to you and help you present any claims for benefits.

ADMINISTRATION OF BENEFITS

Provided that you belong to a class described on the Schedule of Benefits you are entitled to benefits which apply to your class, as described herein.

While the Benefits are not insured, they are administered by Sun Life. The Administrative Services Agreement Number assigned to McCownGordon Construction, LLC for Sun Life's purposes is **946076**.

GROUP SHORT TERM DISABILITY HANDBOOK

This Group Short Term Disability Handbook replaces the previous Handbook and is dated January 19, 2023.

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SCHEDULE OF BENEFITS

EFFECTIVE DATE: January 1, 2017, as amended through January 1, 2025

ELIGIBLE CLASSES: All Full-Time United States Non-signatory employees working in the United States scheduled to work at least 30 hours per week.

WAITING PERIOD: None

INDIVIDUAL EFFECTIVE DATE: Date of Hire

WEEKLY INCOME BENEFIT

DAY BENEFITS BEGIN: Benefits, for one period of disability, will be payable on the 8th consecutive day of disability for Injury or Sickness.

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

WEEKLY INCOME BENEFIT: The Weekly Income Benefit will be 66 2/3% of Earnings up to a minimum of $25 and a maximum of $1,500.

Your benefits will be reduced by any benefit payable under the Company-provided Sick Pay plan, Company-provided Parental Leave plan, or any other applicable state statute or law governing disability benefits.

Weekly Income Benefits terminate at retirement.

Changes in Weekly Income Benefit: Increases in benefit amount are effective on the date of the change, provide you are actively at work on the effective date of change. If are not actively at work on that date, the effective date of the change will be deferred until the date you return to active work.

Decreases in the benefit amount are effective on the date the change occurs.

CONTRIBUTIONS: You are not required to contribute to the cost of the benefits described in this Booklet.

DEFINITIONS

“We”, “us” and “our” means McCownGordon Construction, LLC.

“You”, “your”, “yours” means a person who meets the eligibility requirements described herein.

"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 illness.

“Full-time” means working for us 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 eligible for benefits.

“Sickness” means illness or disease that causes disability and begins while you are covered under the Plan. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications there from.

“Earnings” means your weekly salary received from us on the day just before the date of disability. Earnings does not include overtime pay, bonuses or any other special compensation not received as basic salary. However, Earnings will include commissions received from us averaged over the lesser of:

(1) The number of weeks worked; or
(2) The 52 weeks just prior to the date of disability

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

“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.
“Claimant” means you or a duly authorized representative who makes a claim for benefits described herein.

“Retirement” means the effective date of your:

(1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with us;
(2) retirement pension benefits under any plan which we 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.

GENERAL PROVISIONS

NOT IN LIEU OF WORKER'S COMPENSATION

The Benefits described herein do not provide Worker's Compensation benefits.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Notice must be submitted within 31 days after the loss occurs or as soon as reasonably possible. The notice can be provided to McCownGordon Construction, LLC or to Sun Life at myclaimsdocuments.com or by contacting Sun Life directly at 855-629-8811.

CLAIMS FORMS

When notice of claim is received, you will be provided with the forms to file the proof of loss. If we do not send them within 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 90 days after the loss began.

WRITTEN PROOF OF LOSS

For any covered loss, written proof must be sent to McCownGordon Construction, LLC or to Sun Life within 90 days. If it is not reasonably possible to give proof within 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 1 year, unless the Claimant is legally incapable of doing so.

PAYMENT OF CLAIMS

When written proof of loss is received, payment for any benefits due will be made. Benefits that provide for periodic payment will be paid for each period as liability occurs. Benefits will be paid 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 $1,000.00 to any relative by blood or marriage, or to the executor or administrator of your estate. They 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 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.

McCownGordon Construction, LLC shall serve as the claims review fiduciary with respect to the Benefits. The claims review fiduciary has the discretionary authority to interpret this Booklet and to determine the eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

PHYSICAL EXAMINATION

At our own expense, McCownGordon Construction, LLC 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 Benefits within 60 days after written proof of loss has been given as required by the self-insured plan. No action may be brought more than three (3) years after the date by which written proof of loss was required to be given.

EFFECTIVE DATE AND TERMINATION

EFFECTIVE DATE OF INDIVIDUAL COVERAGE: Your coverage will go into effect on the date stated on the Schedule of Benefits.

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

If you are not actively at work on the day your coverage goes into effect, the coverage will go into effect on the first full day you return to active work.

TERMINATION OF INDIVIDUAL COVERAGE: Your coverage will terminate on the first of the following to occur:

(1) the date McCownGordon Construction, LLC discontinues the Benefits; or

(2) the date you cease to be in a class eligible for this coverage; or

(3) the date you enter military service (not including Reserve or National Guard).

WEEKLY INCOME BENEFIT

BENEFITS PAYABLE

We will pay Weekly Income Benefits if you:

(1) are disabled due to sickness or injury; and

(2) become disabled while eligible for Benefits.

Weekly Income Benefits are paid from the date 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 each period of disability.

The Weekly Income Benefit is shown in the Schedule of Benefits.

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; or

(2) all benefits due have been paid.

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 week of active work; or

(2) a different cause and are not separated by one full day of active work.

EXCLUSIONS

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

(1) an intentionally self-inflicted injury; or

(2) an act of war, declared or undeclared; or

(3) your committing a felony; or

(4) sickness which is covered by a Worker's Compensation Act, or other worker's disability law.

CLAIMS PROCEDURES FOR CLAIMS FILED WITH SUN LIFE ON OR AFTER JANUARY 1, 2022

CLAIMS FOR BENEFITS

Claims must be submitted with the completed claim form along with any requested information to:

By email at: myclaimdocuments@sunlife.com or

By fax at: (781) 34-5519 or

By mail to:

Sun Life Assurance Company of Canada
SunAdvisor Claims, SC 3212
PO Box 81915
Wellesley Hills, MA 02481

Claim forms are available from your Human Resources Business Partner or may be obtained from SunAdvisor through Find a Form under Client Support at www.sunlife.com/us or by calling (855) 629-8811.

In the event of any Adverse Benefit Determination (defined below), the Claimant (or authorized representative) may appeal that Adverse Benefit Determination in accordance with the following procedures.

TIMING OF NOTIFICATION BENEFIT DETERMINATION

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 no later than 45 days after our receipt of the claim. This period may be extended for up to 30 days, provided 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, dur to matters beyond our control, a decision cannot be rendered within the 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, 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

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 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 following an Adverse Determination or Review; and
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
    a. The views of health care professionals treating the Claimant and vocational professional who evaluated the Claimant;
    b. The views of medical or vocational experts whose advice was provided 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 from the Social Security Administration presented by the Claimant in support of a claim;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Benefits relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standard or other similar criteria 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 determinations may be submitted in accordance with the following procedures to:

McCownGordon Construction, LLC
850 Main Street
Kansas City, MO 64105

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 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; and
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

The Claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but no 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 the extension exceed a period of 45 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring the 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

A Claimant must be provided with written notification of the 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 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 description of any applicable contractual limitations period that applies to the Claimant's right to bring any lawsuit or 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 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 or provided 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 from the Social Security Administration presented by the Claimant in support of a claim;
6. Either the specific internal rules, guidelines, protocols, standards or other similar criteria relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standard or other similar criteria 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 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 "Benefit" or "Benefits," when capitalized, means the Short Term Disability Income benefits offered by McCownGordon Construction, LLC, and described herein.

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 version 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 "ours" refers to McCownGordon Construction, LLC.

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 a determination;
- Was submitted, considered, or generated in the course of making the benefit determination;
- Demonstrates compliance with administrative processes and safeguards designed to ensure and verify that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated Claimants; or
- Constitutes a statement of policy or guidance concerning a denied benefit, without regard to whether such advice or statement was relied upon in making the benefit determination.