

**The Heritage Group Short Term Disability Pay Continuation Plan
Effective January 1, 2026**

PLAN OUTLINE

Scope and Purpose

This policy provides eligible employees with company-paid continuation of pay when absent from work due to Illness or Injury medically certified as a Disability by a Physician. Employees must comply with any leave of absence application requirements under the Company's Family and Medical Leave Act policy or Medical Leave (Non-FMLA) policy to be considered to receive this benefit.

Description of Eligible Classes

Benefits-eligible, full-time, regular and seasonal employees in active employment in the United States are eligible to participate in this program. Union employees should reference their collective bargaining agreement regarding eligibility.

Benefits-eligible Monument Chemical Union employees are not eligible.

Amount of Coverage

If determined to be eligible, the benefit is defined as:

- Day 1 through Week 12: 100% of Basic Weekly Earnings
- Weeks 13 through Week 26: 80% of Basic Weekly Earnings

Note: Normal tax withholdings and benefit-related payroll deductions, including 401(k) contributions and/or loans, will continue for the duration of this benefit.

Maximum Benefit Period

Benefits shall continue up to a maximum of 26 weeks from the initial date of Disability.

Definition of Basic Weekly Earnings

"Basic Weekly Earnings" means the amount of your regular weekly salary or wages paid by your Employer. This does not include commissions, bonuses, overtime, shift differentials, incentive pay, or any other extra compensation.

Waiting Period

Each eligible employee shall be automatically covered by the Plan on the first day of the month following date of hire or benefit eligibility.

Contributions

The cost of this coverage is paid entirely by your Employer.

TERMS YOU SHOULD KNOW

Many terms used in this booklet have special meanings. A list of these terms and their meanings follow:

“Active employment” means you must be working:

1. for your Employer on a full-time and/or seasonal basis and paid regular earnings;
2. at least the minimum number of hours shown in the Plan Outline; and either
3. at your Employer's usual place of business or at a location to which your Employer's business requires you to travel.

“Basic Weekly Earnings” is defined in the Plan Outline above.

“Claims Administrator” means The Heritage Group Benefits Committee.

“Disability” and **“disabled”** means that because of illness or Injury you cannot perform each of the material duties of your regular occupation and you have 20% or more loss in weekly earnings due to the same sickness or Injury.

Furthermore, you are not considered disabled or under a disability unless you are under the regular care and treatment of a licensed Physician, who is practicing within the scope of his/her license during the entire period of disability.

The loss of a professional or occupational license or certification does not in itself constitute disability.

“Disability Benefits” means money that is paid as a weekly benefit when your claim for disability benefits has been approved.

“Employer” means The Heritage Group and includes any division, subsidiary, or affiliated company named in Supplement A.

“Illness” means sickness, disease, or other medical conditions including pregnancy or complications of pregnancy.

“Injury” means bodily injury resulting directly from an accident and independently of all other causes. The Disability resulting from the injury must begin while you are covered under the Plan.

“Physician” means a person (other than you, your spouse, child, brother, sister or parent, or the child, brother, sister or parent of your spouse) who is:

1. Operating within the scope of his/her license; and either
2. Licensed to practice medicine and prescribe and administer drugs or to perform surgery;
or
3. Legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

“You” and **“your”** means you, the employee.

DISABILITY

When do Disability Benefits become payable?

When you and your doctor provide proof to the Claims Administrator that you:

1. are disabled due to Illness or Injury, and
2. are under appropriate ongoing treatment and care of a Physician.

What conditions must be met for benefit payments to continue?

You will be paid this benefit as long as you remain disabled and are under the appropriate treatment and care of a Physician. You will not be paid longer than the maximum benefit period shown in the Plan outline.

You will be required to file a claim with the Claims Administrator in order to be considered for benefits. You will also be required to give the Claims Administrator periodic proof that your Disability continues. Such proof will be provided at your expense.

In addition, the Claims Administrator may require that you be examined, at your company's expense, by an independent Physician or specialist. If you fail to comply with such a request, the result may be an interruption in or suspension of benefits. Benefits may also be suspended if the results of the independent examination determine that you are not disabled under the definition of the Plan.

How is the benefit figured?

To figure the amount of your benefit, take 100% of your Basic Weekly Earnings for weeks 1-12 and 80% of your Basic Weekly Earnings from weeks 13-26 and deduct any other income benefits you are receiving from this amount. Benefits can be claimed in 1-hour increments up to your regularly scheduled time. Normal tax withholdings and benefit-related payroll deductions, including 401k contribution and/or loans, will continue for the duration of this benefit.

What are “other income benefits”?

The amount for which you are eligible under:

1. Occupational Disease Law;
2. Any work loss provision in mandatory “No-Fault” auto insurance;
3. Any governmental compulsory benefit act or law;
4. Any other group insurance plan of the Sponsor;
5. Any amount you receive from any unemployment benefits; or
6. Any amount of Disability and/or Retirement benefits under United States Social Security Act.

When do benefit payments stop?

Benefit payments will stop upon any of the following events:

1. The date you are determined to be released from your Physician and able to return to your regular occupation full-time;
2. The date you are able to work on a part-time basis, but choose not to;
3. The end of the Plan's maximum benefit period;
4. The date of your death;
5. The date you become eligible to receive Long Term Disability benefit;
6. The date you fail to provide required documentation;
7. The date you fail to return to work after accommodations have been made to meet medical restrictions;
8. The date you fail to obtain and follow medical advice or treatment recommended by Physician;
9. The date you fail to comply with return-to-work requirements;
10. The date you are on strike; or
11. The date you become incarcerated.

What happens if my expected return to work date changes?

If the employee's expected return date changes, the employee should notify the Claims Administrator as soon as possible. Before returning to work, employees may be required to submit written medical certification of their readiness to work, including any restrictions. Upon returning to work, if employees qualify, they will be reinstated to their former position or one that is substantially the same, depending upon the availability of any position at that time.

What happens if I return to work part-time or intermittently?

If you are able to return to work part-time according to your Physician, you will be compensated for the difference in pay while continuing to exhaust the 26-week continuous benefit.

In such cases, the Claims Administrator may grant a Disability leave based on a reduced schedule or intermittent basis to reasonably accommodate the needs of the employee while also considering the needs of the Company.

Employees requesting Disability leave must document their request in writing. If appropriate, and not prohibited by law, the Employer may require that the request be accompanied by a doctor's statement identifying how the Disability limits the employee's ability to work and the estimated date of return.

What happens if I return to work full time and become disabled again?

If you were disabled, return to work full time 30 or fewer days, and become disabled again due to the same or a related cause, the second Disability period will be considered a continuation of the

first period of Disability. The Claims Administrator will require a new/updated medical certification to determine eligibility for benefits. The maximum benefit period will apply.

If you are disabled, return to work full time for 31 days or more, and become disabled again due to the same or a related cause, the second Disability period will be considered a separate claim and new disability certification, and all required paperwork must be satisfied before benefits will become payable. The maximum benefit period will apply.

If your second Disability is unrelated to the first or more, the second period of Disability will be considered a separate claim and new Disability certification, and all required paperwork must be satisfied before benefits will become payable. The maximum benefit period will apply.

GENERAL EXCLUSIONS

What disabilities aren't covered?

This Plan will not cover any Disability due to:

1. intentionally self-inflicted Injuries or attempted suicide, while sane or insane;
2. committing of or attempting to commit a felony or misdemeanor;
3. war or act of war (declared or undeclared);
4. cosmetic surgery, unless such surgery is in connection with an Injury or Illness sustained while you are covered under this Plan;
5. occupational Illness or Injury and payable under Workers Compensation
6. Illness or Injury which does not meet the definition of Disability; or
7. active participation in a riot.

TERMINATION

When does coverage terminate?

You will cease to be covered on the following dates:

1. the date your Employer discontinues the Plan;
2. the date your employment with the company ends;
3. the date you retire under any normal retirement plan of your Employer;
4. the date you cease to be a benefit eligible employee;
5. the date of your death; or
6. the date you out not working due to strike.

GENERAL INFORMATION TO KNOW

When must you submit a claim?

You must give the Claims Administrator proof of claim no later than 15 calendar days after your Disability starts. If that is not possible, you must notify the Claims Administrator as soon as you can.

You must give the Claims Administrator proof of continued Disability and regular treatment by a Physician within 15 calendar days of the date the Claims Administrator requests such proof.

How do you file proof of claim?

Contact Employee Hub (employeehub@thgrp.com or 1-800-303-0408) to initiate your confidential claims process.

When are claims paid?

When the Claims Administrator receives satisfactory proof of claim, and your claim for Disability Benefits is approved, benefits payable under the Plan will be paid during any approved period that you remain disabled under the terms of the Plan.

To whom are benefits paid?

All benefits are payable to you.

What constitutes proof of claim?

In order for a claim to be processed, the Claims Administrator must receive your application for benefits, as well as sufficient medical evidence in support of your claim. Such evidence may consist of records from your doctor, narrative reports, x-rays, and any other medical records, as well as evidence that you continue to be under the appropriate care and treatment of a Physician. In the absence of such proof, the Claims Administrator may elect to suspend benefits until such proof is received. The Claims Administrator may request at any time a second opinion from another Physician to validate the claim submission.

Your Disability must be supported by current medical evidence. You must be under the continuous care of a qualified Physician, with a course of treatment that is appropriate for your condition.

If your doctor cannot substantiate your Disability by objective findings, you may be required to see a doctor selected by the Claims Administrator for an independent evaluation. Failure to cooperate with such requests may result in an interruption in benefits.

How will fraudulent claims be treated?

The plan will leverage all means necessary to support fraud detection, investigation, and prosecution. This may include the claim administrator requiring second opinion medical certification and documentation among other measures. If you intend to injure, defraud or deceive, or provide any information, including filing a claim, that contains any false, incomplete or misleading information; these actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Plan Sponsor will pursue all appropriate legal remedies in the event of insurance fraud.

What happens if you receive overpayment for your claim?

Your Employer has the right to recover any overpayments due to fraud, any error in processing a claim, or receipt of Disability earnings or deductible sources of income. You must reimburse your Employer in full, which we will attempt to collect in future pay periods as available or through request of a lump sum payment.

What if your claim is denied?

The Claims Administrator must advise you of their decision within 30 days of receipt of your claim for Disability Benefits. In the event your claim is denied, you will receive a written notice from the Claims Administrator which must include:

1. The specific reason or reasons for the denial, with reference to those plan provisions on which the denial is based;
2. A description of any additional material or information necessary to complete the claim and an explanation of why that material or information is necessary; and
3. An explanation of the steps to be taken if you wish to have the decision reviewed.

What do you do to appeal?

You, the claimant, may appeal a denied claim within 60 days after you receive the Claims Administrator's notice of denial. You have the right to:

1. Submit a written request for review to the Plan Administrator;
2. Review pertinent documents; and
3. Submit issues and comments, in writing, to the Plan Administrator.

The Plan Administrator will make a full and fair review of the claim and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made no later than 60 days following the Plan Administrator's receipt of your written request for review.

If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension, and a decision shall be made no later than 120 days following receipt of

your request for review. The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those Plan provisions upon which the final decision is based.

SUPPLEMENT A

Participating Employers

The Plan provides coverage to the following Participating Employers:

1. Asphalt Materials, Inc.
2. Avenew Roads, Inc.
3. Bituminous Materials and Supply, L.P.
4. Emulsicoat, Inc.
5. US Aggregates, LLC
6. Envita Solutions, LLC
7. Laketon Refining Corporation
8. Milestone Contractors, L.P.
9. Monument Chemical, LLC
10. Monument Chemical Bayport, LLC
11. Johann Haltermann Inc.
12. Monument Chemical Kentucky, LLC
13. Real Estate Recovery Capital, LLC
14. Speedway Construction Products, LLC
15. Street Intelligence, Inc.