

**Miller & Long Co., Inc.
Salary Continuance Plan
for Salaried Employees**

BENEFIT BOOKLET

Effective March 1, 2023

**What Your Plan
Covers and How
Benefits are Paid**

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About This Plan

Miller & Long Co., Inc. is pleased to provide you with this Benefit Booklet, which you should carefully review.

This Booklet is a summary of the **Miller & Long Co., Inc. Salary Continuance Plan for Salaried Employees**.

For purposes of these benefits, Miller & Long Co., Inc. is the Plan Administrator, Employer and Plan Sponsor. These benefits are not insured by Miller & Long, Co. Inc. (the “Employer” and “Plan Sponsor”) or any insurer and will be paid from the employer’s general assets if Miller & Long Co., Inc, as **Plan Administrator** determines that a benefit is payable.

Questions regarding your benefits or any claim for benefits should be addressed to the **Plan Administrator**.

This Booklet describes your rights and obligations under the Plan, what the Plan covers and how benefits are paid for that coverage. It is your responsibility to understand the terms and conditions of this Booklet, including the Schedule of Benefits.

The benefits described in this Booklet are not subject to the federal law known as ERISA.

This Booklet replaces and supersedes all previous booklets or other documents describing similar coverage that Miller & Long Co., Inc., including any booklets previously issued to you.

Salary Continuance Coverage

The Plan pays you a portion of your income earnings as a weekly benefit for a period of disability caused by an **illness** or **injury** that occurs while your coverage is in effect and so long as you meet all requirements under the Plan for receipt of benefits.

Coverage under this Plan is non-occupational. Only **non-occupational injuries** and **non-occupational illnesses** are covered.

Salary Continuance Schedule of Benefits

Plan Features

Elimination Period

Thirty days

This means that, if benefits are otherwise payable under the terms of the Plan, benefits begin on the next day following thirty days of qualifying disability for a disability due to **illness, injury** or a disabling pregnancy

Seven days for qualifying absence due to a diagnosis of COVID 19 or any other pandemic-related condition, benefits begin on the next day following seven days of qualifying disability

Fourteen days for absence due to maternity, benefits begin on the next day following fourteen days of qualifying disability

Schedule of Salary Continuance Income Benefits

Weekly Benefit

Group I

60% of your **predisability earnings** calculated on a weekly basis

Group II

70% of your **predisability earnings** calculated on a weekly basis (**predisability earnings** are limited to the weekly equivalent of \$20,000 per month)

(Group II consists of salaried employees who are Full-Time Superintendents or Officers. Group I includes all other Full-Time salaried employees.)

Maximum Weekly Benefit Period

26 weeks of benefits for disability due to accident or sickness other than COVID-19 or any other pandemic

4 weeks of benefits for qualifying absence due to a diagnosis of COVID-19 or any other pandemic-related condition unless benefits end earlier for one or more of the reasons stated in this Booklet

Maternity: 2 weeks pre-partum and 6 weeks of post-partum; caesarean section is 2 weeks of pre-partum and 8 weeks of post-partum.

Benefits Actually Payable

Any weekly benefit actually payable to you will be reduced by *Other Income Benefits*.

Eligibility for Coverage

Eligible Employees

You are an eligible employee for purposes of the Salary Continuance Plan if you are a Group I or Group II employee of the Employer:

- You are a Group I employee if you are a ***regular full-time salaried employee*** other than a Superintendent or an Officer
- You are a Group II employee if you are a ***regular full-time salaried employee*** who is classified by the Employer as a Superintendent or an Officer

You are considered a full-time employee if you are regularly scheduled to work at least 30 hours per week during your **Employer's** work week.

Coverage Effective Date

If you are not already a participant, you become eligible for the Plan on your eligibility date, which is the day you have completed one continuous year of employment with the **Employer**.

Your Salary Continuance Plan

Important Note

As used in this Booklet, "you" and "your" refers to a covered Employee of the **Employer** sponsoring this Plan.

The Salary Continuance Plan provides you with a source of income if you become disabled because of an **illness, injury, or disabling pregnancy-related condition; or if you are absent from work because of a diagnosis of COVID 19 or any other pandemic-related disease or condition or if you are away from work because of maternity** while covered under this Plan.

Salary Continuance Coverage

Salary continuance coverage will pay a weekly benefit if you are disabled and unable to work because of:

- An **illness** that is a non-occupational illness;
- An **injury** that is a non-occupational injury; or
- A disabling pregnancy-related condition.

Salary continuance coverage will also pay a weekly benefit, without any additional documentation of disability, if you are determined by the Plan Administrator to be absent from work because of:

- a diagnosis of COVID 19 or another pandemic-related condition; or
- maternity.

Salary continuance coverage will only cover a disability caused by a **non-occupational illness and injury** except in the case of sole proprietors or partners who cannot be covered by workers' compensation. A **non-occupational illness or injury** is any **illness or injury** that is not an **occupational illness or occupational injury**.

An occupational illness or occupational injury means an **illness or injury** that:

- Arises out of (or in the course of) any activity in connection with employment or self-employment whether or not on a full-time basis; or
- Results in any way from an **illness or injury** which does.

However, if proof is provided to the **Plan Administrator** that a claim has been made under any type of workers' compensation law and that no benefit, award, settlement or redemption has been or will be made under such law for that **illness or injury**, then that **illness or injury** will not be considered an occupational illness or an occupational injury.

For the purposes of all disability coverage included in this Plan, the term "**illness**" means a pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to it and that sets the condition apart as an abnormal condition differing from normal conditions or from other pathological body conditions.

Salary Continuance Benefit Eligibility

You will be considered disabled while covered under this short term salary continuance plan on the first day that you are disabled as a direct result of a significant change in your physical or

mental condition caused by **illness** or **injury**, or because of a pregnancy-related condition, and you meet all of the following requirements:

- You must be covered by this Plan at the time you become disabled;
- You must be under the regular care of a **physician**. You will be considered under the care of a **physician** up to 31 days before you have been seen and treated in person by a **physician** for the **illness, injury** or pregnancy-related condition that caused the disability; and You must meet the short term disability test of disability (see the *Test of Disability* section).

Test of Disability

You meet the **test of disability** if you are not able to perform the **material duties** of your **own occupation** because of an **illness** or **injury**, or because of a pregnancy-related condition. You are not performing the **material duties** of your **own occupation** if:

- You are only performing some of the **material duties** of your **own occupation**; and
- Your income is 80% or less of your **predisability earnings** solely because of an **illness, injury** or a disabling pregnancy-related condition.

Important Note

The loss of a professional or occupational license or certification that is required by your **own occupation** does not mean you meet the test of disability. You must meet this Plan's test of disability to be considered disabled.

When Benefits are Payable

Once you meet the Plan's test of disability described above, your salary continuance benefits will be payable after the Elimination Period, if any, is over (if you remain disabled at that time). The Elimination Period is the amount of time you must be disabled before benefits start. No benefit is payable for or during the elimination period. Your short term disability benefits will be payable for as long as your salary continuance benefit eligibility continues but not beyond the end of the maximum weekly benefit period. The Elimination Periods and the maximum weekly benefit period are shown in the *Schedule of Benefits*.

Benefits Payable

The weekly benefit is based on your **predisability earnings**, up to the maximum weekly benefit shown in the *Schedule of Benefits*. To calculate your weekly short term disability benefit, multiply:

- Your predisability earnings; times
- The weekly benefit percentage shown in the *Schedule of Benefits*.

Any *Other Income Benefits* you are eligible for may affect your benefits from this Plan. The amount of the *Other Income Benefits* will be subtracted from your weekly benefit for which you are otherwise eligible. Please refer to the *Other Income Benefits* section of this Booklet for details as to which *Other Income Benefits* may reduce your weekly benefit.

Adjustments to Your Benefits If You Work While Disabled

Your salary continuance weekly benefit may be reduced if, while weekly benefits are payable, you earn income from:

- Your **Employer** or any other employer, employment or self-employment; or
- Any occupation for compensation or profit; which is more than 20% of your **predisability earnings**.

The weekly benefit will be reduced only to the extent the sum of the amount of that income and the weekly benefit payable, without any reduction for *Other Income Benefits*, exceeds 100% of your **predisability earnings**.

Income means income you earn, while disabled and working, from your **Employer** or any other employer. However, any income earned by working for another employer will be considered income only if you:

- Become employed after the date your disability started; or
- Increase the number of hours you work, or the number or type of duties you perform for another employer after the date of your disability started. In that event, only the amount of the income increase will be taken into consideration for the benefit adjustment.

When Salary Continuance Benefit Eligibility Ends

You will no longer be considered disabled or eligible for weekly benefits when the first of the following occurs:

- The date you no longer meet the Plan's test of disability, as determined by the **Plan Administrator**.
- The date you are no longer under the regular care of a **physician**.
- The date you fail to provide proof that you meet the Plan's test of disability.
- The date you refuse to be examined by or cooperate with an independent **physician** or a licensed and certified health care practitioner, as requested. The **Plan Administrator** has the right to examine and evaluate you at any reasonable time while your claim is pending or payable. The examination or evaluation will be done at the expense of the Plan.
- The date an independent medical exam report or functional capacity evaluation does not, in the **Plan Administrator's** opinion, confirm that you are disabled.
- The date you reach the end of your maximum benefit period, as shown in the *Schedule of Benefits*.
- The date you are not receiving **effective treatment for alcoholism or drug abuse**, if alcoholism and drug abuse are the cause (or part of the cause) of your disability.
- The date you refuse to cooperate with or accept:
 - Changes to your work site or job process designed to suit identified medical limitations, or
 - Any adaptive equipment or devices designed to suit your identified medical limitations; that would allow you to perform your **own occupation**. This applies only if a **physician** agrees that such changes, adaptive devices or equipment suit your particular medical limitations.
- The date you refuse any treatment recommended by your attending **physician** that, in the **Plan Administrator's** opinion, would cure, correct or limit your disability.
- The date your work condition would permit you to:
 - work; or
 - increase the hours you work; or
 - increase the number or type of duties you perform in your **own occupation**; but you refuse to do so.
- The date of your death.
- The day after the **Plan Administrator** determines that you can participate in an **approved rehabilitation program** and you refuse to do so.

If You Become Disabled Again (Successive Disabilities)

Once you no longer meet the Plan's disability test, any new disability will be treated separately. However, two or more disabilities will be considered as the same disability if they are due to the same or related **illness, injury**, or pregnancy related condition; and separated by less than

15 days in a row of **active work**.

In this case only one Elimination Period will apply. The first disability will not be included if it began while you were not covered.

Approved Rehabilitation Program

The **Plan Administrator** has the right to evaluate you for participation in an **approved rehabilitation program**.

If, in the **Plan Administrator's** judgment, you are able to participate, the **Plan Administrator** may, in its sole discretion require you to participate in an **approved rehabilitation program**.

Other Income Benefits

Important Note

Please read this section carefully. It explains which *Other Income Benefits* reduce your weekly short term disability benefit. ***It is your responsibility to enroll or apply for benefits from other sources when you are eligible.*** See the *Required Proof of Other Income under the Plan* section for more

Other Income Benefits can affect the weekly benefit described in the salary continuance coverage section. When calculating the benefit payable, *Other Income Benefits* that you, your spouse, your children or your dependents are **eligible** for because of your disability or retirement are taken into consideration. The *Other Income Benefits* considered when calculating your benefits payable are:

- 50% of any award given under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.
- Disability, retirement or unemployment benefits required or provided for by government law. This includes (but is not limited to):
 - Unemployment compensation benefits.
 - Temporary or permanent, partial or total, disability benefits under any workers' compensation law or similar law meant to compensate a worker for:
 - Loss of past and future wages;
 - Impaired earning capacity;
 - A lessened ability to compete for jobs;
 - Any permanent impairment; and
 - Any loss of bodily function or capacity.
 - Automobile no-fault wage replacement benefits required by law.
 - Benefits under the Federal Social Security Act, Railroad Retirement Act, Canada Pension Plan and Quebec Pension Plan.
 - Veteran's benefits.
- Statutory disability benefits
- Disability or unemployment benefits payable by either insured and uninsured plans:
 - As a result of employment by or association with your **Employer**. This includes benefits under individual disability policies supplied or paid for in whole or in part by your **Employer**, except as noted below; or
 - As a result of your membership in, or association with, any group, association, union or other organization.
- Unreduced retirement benefits for which you are (or may become) eligible under a group pension plan at age 62 or the plan's normal retirement age, whichever comes later. This applies only to the amount of the benefit that was paid by the **Employer**.
- Retirement benefits you elect and receive under any group pension plan. This applies only to the amount of the benefit that was paid by an employer.

- Disability payments from under insured motorist coverage (UIM), uninsured motorist coverage (UM), liability insurance or other sources for a disability caused by a third party. "Other sources" include (but are not limited to) damages received through legal action or through settlement or compromise of any claim.
- Disability benefits under any group mortgage or group credit disability plan.

Other Income Benefits That Do Not Reduce Weekly Benefits

Income from certain sources will not reduce your weekly disability benefits under this Plan.

Your benefits under the salary continuance coverage will not be reduced by the amount of benefits you were receiving from the following sources, before you become disabled:

- Military and other government service pensions;
- Retirement benefits from a former employer;
- Veteran's benefits for service-related disabilities;
- Individual disability income policies; and
- Retirement benefits from the Federal Social Security Act.

The amount of income or other benefits from the following sources will not reduce your salary continuance benefits:

- Profit sharing plans;
- Thrift or savings plans;
- 401(k) plans;
- Keogh plans;
- Employee stock option plans;
- 403 (b) Tax-sheltered annuity plans;
- 457 deferred compensation plans;
- Tax-sheltered annuity plans;
- Severance pay;
- Salary continuation or accumulated sick leave plans;
- Individual disability income policies; or
- Individual retirement accounts (IRAs).

What Happens When Other Income Benefits Increase

An increase in *Other Income Benefits* that you are eligible for may affect your benefit payable under this coverage.

If your *Other Income Benefits* increase as the result of one of the following situations, the increased amount will be considered when calculating your benefits payable:

- The number of people in your family changes;
- Your benefit level is adjusted or corrected; or
- The severity of your disability changes.

This may result in a reduction in benefits payable under this Coverage.

A cost of living increase in *Other Income Benefits* you receive from a governmental source (including, but not limited, to benefits under the Federal Social Security Act) will **not** reduce your benefits payable.

A cost of living increase in *Other Income Benefits* you receive from a non-governmental source will **not** affect your benefits payable to the extent that the increase is based on the annual average increase in the Consumer Price Index.

How the Plan Applies Other Income Benefits to Salary Continuance

Any lump sum or periodic payments you receive from any other income benefit are prorated on a weekly basis over the period of time for which the payment was made. If a period of time is not indicated, the **Plan Administrator** will prorate the payments over a reasonable period of time. The **Plan Administrator** will take into account the expected duration of your disability payments and other relevant factors.

The part of a lump sum or periodic payment you receive for disability will be counted as *other income benefit*, even if it not specifically allocated or identified as such. If there is no proof acceptable to the **Plan Administrator** as to what that part is, the **Plan Administrator** will consider 50% to be payable for your disability.

Any of these other income payments that date back to a prior date may be allocated on a retroactive basis.

Estimate of Other Income Benefits

The **Plan Administrator** will estimate *Other Income Benefits* for which you appear to be eligible, unless you sign and return a reimbursement agreement to the **Plan Administrator**. The reimbursement agreement includes your promise to repay the **Plan Administrator** for any overpayment of benefits made to you. If *Other Income Benefits* are estimated, your weekly benefit will be adjusted if the **Plan Administrator** receives proof of the exact amount paid or awarded; or proof that the estimated benefits have been denied after review at the highest administrative level.

If estimating your *Other Income Benefits* results in an underpayment, the Plan will pay you the difference between the underpayment and the benefit payable. If there is an overpayment, you must repay the Plan the difference between all overpayments and the benefit that you were entitled to receive. If the Plan must take legal action to recover an overpayment, you also must pay the Plan's reasonable attorney's fees and court costs, if the Plan prevails. The **Plan Administrator** is authorized by the Plan to seek these repayments and recoveries for the Plan.

Required Proof of Other Income under the Plan

The **Plan Administrator** may require proof:

- That you, your spouse, child or dependent has applied for all *Other Income Benefits* that you or they are or may be eligible to receive because of your disability and has made a timely appeal of any denial of benefits through the highest administrative level. "Timely appeal" means making the appeal in the time required, but never more than 60 days after the latest denial.
- That the person applying for *Other Income Benefits* has furnished the necessary proof needed to obtain *Other Income Benefits*, which include, but is not limited to, workers' compensation benefits;
- That the person has not waived (given up his or her right to) any *Other Income Benefits* without the Plan Administrator's written consent;
- That the person has sent the Plan Administrator or the **Plan Administrator** copies of documents showing the effective dates and amounts of *Other Income Benefits*.
- Of income you receive from any work for pay or profit. This may include tax returns and

financial information for any corporation you own or operate.

You do not have to apply for:

- Retirement benefits paid only on a reduced basis; or
- Disability benefits under a group life insurance plan, if the disability benefits would reduce the amount of your group life insurance.

However, if you apply for and receive these benefits, they will be considered as *Other Income Benefits* and you must provide proof to the **Plan Administrator**, if requested.

If you do not provide the proof that the **Plan Administrator** may require, the **Plan Administrator** has the right to suspend or adjust this Plan's benefits by the estimated amount of the *Other Income Benefits*.

Exclusions That Apply to Salary Continuance

Salary continuance coverage does not cover any disability on any day that you are confined in a penal or correctional institution for conviction of a criminal act or other public offense. You will not be considered to be disabled, and no benefits will be payable.

Salary continuance coverage also does not cover any disability that:

- Is due to an **occupational illness** or **occupational injury** except in the case of sole proprietors or partners who cannot be covered by workers' compensation.
- Is due to insurrection, rebellion, or taking part in a riot or civil commotion.
- Is due to intentionally self-inflicted **injury** (while sane or insane).
- Is due to war or any act of war (declared or not declared).
- Results from your commission of, or attempting to commit a criminal act.
- Results from a **motor vehicle** accident caused by operating the vehicle while you are under the influence of alcohol. A **motor vehicle** accident will be deemed to be caused by the use of alcohol if it is determined that at the time of the accident you were operating the **motor vehicle** while under the influence of alcohol at a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the accident occurred. If the accident occurs outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter.

Claims and Appeals

Submitting Claims

To request benefits, you must submit a claim in writing to the **Plan Administrator**. Claim forms may be obtained from the **Plan Administrator**. You may also contact the **Plan Administrator** by telephone to file a claim at the number listed at the end of this document.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as the **Plan Administrator** may reasonably request. At any time, the **Plan Administrator** may require copies of documents to support your claim, including data about employment. You must also provide the **Plan Administrator** with authorizations to allow it to investigate your claim and your eligibility for and the amount of work earnings and *Other Income Benefits*.

In addition to the above, if you must be out of work because you are disabled, a claim for a short term disability benefit should be made right away. Do not wait until you go back to work. This may delay payment of benefits. At any time, the **Plan Administrator** may require copies of documents to support your claim, including data about employment and any *Other Income Benefits*.

The deadline for filing a salary continuance claim is 90 days after the end of the Elimination Period.

If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims will not be processed or paid if they are filed more than one year after the deadline.

Payment of Benefits

Approved benefits will be paid as soon as the necessary proof to support the claim is received.

Short term disability benefits will be paid weekly. They will be paid at the end of each week during the period for which benefits are payable. Weekly benefits for a period less than a week will be prorated. This will be done on the basis of the ratio, to seven days, of the days of eligibility for benefits during the week.

Claim Determinations

The **Plan Administrator** will notify you of a claim determination as soon as possible but not later than 45 calendar days after the claim is made. The **Plan Administrator** may determine that due to matters beyond its control an extension of this 45 calendar days claim determination period is required. Such an extension, of no longer than 30 additional calendar days, will be allowed if the **Plan Administrator** notifies you within the first 45 calendar day's period. If prior to the end of the first 30 calendar days extension period, the **Plan Administrator** again determines that due to matters beyond its control a decision cannot be made within that extension period, the claim determination period may be extended for an additional 30 calendar days. The **Plan Administrator** must notify you, prior to the end of the first extension period, of the circumstance requiring the extension and the date by which a decision can be expected.

The notice of any extension, by the **Plan Administrator** shall specifically explain:

- the standards on which entitlement to a benefit is based;
- the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues.

The claimant will have 45 calendar days, from the date of the notice, to provide the **Plan Administrator** with the required information.

Appeals of Adverse Benefit Determinations

You may submit an **appeal** if the **Plan Administrator** gives notice of an **adverse benefit determination**.

You have 180 calendar days following the receipt of notice of an **adverse benefit determination** to request your **appeal**. Your **appeal** must be submitted in writing and should include:

- Your name;
- Your reasons for making the **appeal**; and

- Any other information you would like to have considered.

You may submit written comments, documents, records, and other information relating to your claim, whether or not the comments, documents, records, or information were submitted in connection with the initial claim. You may also request that the Plan provide you, free of charge, copies of all documents, records, and other information relevant to the claim.

Send in your **appeal** to the address shown on the notice of **adverse benefit determination**.

You may also choose to have another person (an authorized representative) make the appeal on your behalf by providing written consent to the **Plan Administrator**.

Appeal Procedure

The **Plan Administrator** shall issue a decision within 45 calendar days of receipt of the request for an appeal. If The **Plan Administrator** determines that due to special circumstances an extension of time for claim processing is required, such an extension, of no longer than 45 additional calendar days, will be allowed if the **Plan Administrator** notifies you within the first 45 calendar day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which a decision can be expected.

When Coverage Ends

Your coverage under the Plan can end for a variety of reasons.

Your coverage under the Plan will end if:

- The Plan is discontinued;
- You are no longer eligible for coverage;
- Your employment ends for any reason, including job elimination or being placed on severance. This will be the date you stop **active work**, however, your coverage may continue until stopped by your **Employer** as described below:

If you are not **actively at work** due to **illness or injury**, your coverage may continue, until stopped by your **Employer**, but not beyond 12 months from the start of the absence.

If you are not **actively at work** due to temporary lay-off or leave of absence, your coverage will stop on the last full day you are **actively at work** before the start of the lay-off or leave of absence.

Extension of Benefits

If your salary continuance coverage ends during a period of disability that began while you were covered, any salary continuance benefits will be continued until your benefit eligibility ends.

General Provisions

Administrator's Discretion

The **Plan Administrator** has discretionary authority to interpret the terms of the Plan and to decide factual and other questions relation to the Plan and Plan benefits, including without limitation, questions relating to eligibility for, entitlement to, and payment of benefits.

Duty to Cooperate

You have a duty at all times while your claim is under consideration to cooperate with the **Plan Administrator** in its investigation and evaluation of your claim. The **Plan Administrator** may require you to supply signed authorizations to allow it to obtain medical and other information. The **Plan Administrator** may require you and your physicians to supply documents, provide information, and fill out forms that are needed, in the **Plan Administrator's** judgment, to assist it in evaluating your claim. Failure to cooperate with the **Plan Administrator's** reasonable requests for documents and information may result in a denial of your claim. The **Plan Administrator** will have the right and opportunity to have a **physician** or appropriate medical professional of its choice examine any person who is requesting certification or benefits for new and ongoing claims. Multiple exams, evaluations and functional capacity exams may be required during your disability for an ongoing claim. This will be done at all reasonable times while certification or a claim for benefits is pending or under review. This will be done at no cost to you.

Legal Action

You must use and exhaust this Plan's administrative claims and appeals procedures before bringing a lawsuit. Any legal action brought to recover payment of any benefit under this Plan must be initiated no later than 12 months after the final review/appeal decision by the Plan Administrator has been rendered (or deemed rendered, if you failed to submit a claim or appeal by the applicable plan deadline).

Plan Sponsor's Right to Amend/Change Plan

The Plan Sponsor retains the right to add to, change, amend or suspend the Plan at any time, without advance notice, within the parameters of any federal, state or local law that may apply.

Confidentiality

Information contained in your medical records and information received from any provider incident to the provider patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by the **Plan Administrator** when necessary for the operation of the Plan, payment and administration of claims for benefits under the Plan, or other activities, as permitted by applicable law.

Additional Provisions

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under the Plan or any other salary continuance or short term disability plan sponsored by the Employer or a related entity because you are connected with more than one participating or related employer.
- In the event of a misstatement of any fact affecting your coverage under the Plan, the true facts will be used to determine the coverage in force.

If you have any questions about the terms of the Plan or about the proper payment of benefits, contact the **Plan Administrator**.

Recovery of Overpayments

If payments are made in amounts greater than the benefits that you are entitled to receive, the **Plan Administrator** has the right to do any one or all of the following on behalf of the Plan:

- Require you to return the overpayment on request;
- Stop payment of benefits until the overpayment is recovered;
- Take any legal action needed to recover the overpayment; and
- Place a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any other income, whether on a periodic or lump sum basis.

If the overpayment:

- Occurs as a result of your receipt of *Other Income Benefit* for the same period for which you have received a benefit under this Plan; and
- To obtain such *Other Income Benefits* advocate or legal fees were incurred;

This Plan will exclude from the amount to be recovered, such advocate or legal fees; provided you return the overpayment to the Plan within 30 days of the **Plan Administrator's** written request for the overpayment. If you do not return the Plan overpayment to the **Plan Administrator** within such 30 days, such fees will not be excluded; you will remain responsible for repayment of the total overpaid amount.

Plan Not a Substitute for Workers' Compensation Insurance

Benefits provided under this Plan are not in lieu of and do not affect workers' compensation benefits. However, any workers' compensation benefits are considered *Other Income Benefits*.

Continuation of Other Benefits During Salary Continuance

Certain other benefits offered by the Employer may continue while you are receiving Salary Continuance benefits:

- 401(k) contributions can continue for up to 52 weeks during Salary Continuance. See the Summary Plan Description for your 401(k) Plan for details.
- Medical and dental coverage can continue for up to 12 weeks during Salary Continuance as long as you continue to pay your share of the cost. COBRA coverage will be offered once that coverage ceases. See the Summary Plan Description for the Miller & Long Co., Inc. Health and Welfare Benefit Plan and any benefit booklet for you medical or dental coverage as well as any COBRA notices you receive for details on those benefits and any COBRA rights you may have.
- Health Care FSA and Dependent Care FSA benefits and your FSA contributions also can continue for up to 12 weeks during Salary Continuance. COBRA coverage under the Health Care FSA will be offered, if required, once that coverage ceases. See the Summary Plan Description for the Miller & Long Co., Inc. Health and Welfare Benefit Plan and any COBRA notices you receive for details on those benefits and any COBRA rights you may have.
- Basic life insurance coverage generally remains in effect for up to 52 weeks of Salary Continuance. See the Summary Plan Description for the Miller & Long Co., Inc. Health and Welfare Benefit Plan and any benefit booklets for your life insurance coverage for details.

Glossary

In this section, you will find definitions for the words and phrases that appear in **bold type** throughout the text of this Booklet.

Active at Work; Actively at Work; Active Work

You will be considered to be active at work, actively at work or performing active work on any of your **Employer's** scheduled work days if, on that day, you are performing the regular duties of your job on a full-time basis for the hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

- any day which is not one of your **Employer's** scheduled work days if you were actively at work on the preceding scheduled work day; or
- a normal vacation day.

Adverse Benefit Determination

A denial, termination of, or failure to provide or make payment (in whole or in part) for a benefit.

Appeal

A written request to the **Plan Administrator** to reconsider an **adverse benefit determination**.

Employee

A person who is an active, full-time employee or part-time employee of the **Employer** regularly scheduled to work at least 30 hours per week.

Employer

Miller & Long Co., Inc.

Effective Treatment of Alcoholism or Drug Abuse

This means a program of alcoholism or substance abuse therapy that is prescribed and supervised by a **physician** and either:

- Has a follow-up therapy program directed by a **physician** on at least a monthly basis; or
- Includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

Detoxification and maintenance care are not Effective Treatment of Alcoholism or Drug Abuse.

Illness

A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to it and that sets the condition apart as an abnormal condition differing from other normal conditions or from other pathological conditions.

Injury

An accidental bodily **injury** that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place. An **injury** is not the direct result of **illness**.

Material Duties

Duties that:

- Are normally required for the performance of your **own occupation**; and
- Cannot be reasonably omitted or modified. However, to be at work in excess of 40 hours per week is not a material duty.

Motor Vehicle

A vehicle that is a registered and licensed vehicle and is:

- A passenger land or water vehicle of pleasure design which includes autos, vans, four-wheel drive vehicles, and self-propelled motor homes; or
- A truck of commercial design.

Own Occupation

The occupation that you are routinely performing when your period of disability begins. Your occupation will be viewed as it is normally performed in the national economy instead of how it is performed:

- For your specific Employer; or
- At your location or work site; and
- Without regard to your specific reporting relationship

Physician

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services, including evaluations and examinations, which are within the scope of his or her license or certificate; and
- Under applicable insurance law is considered a "physician" for purposes of this coverage.

For the purposes of Salary Continuance coverage, regular care of a physician means you are attended by a physician who:

- Is not you, and is not your immediate family member or anyone related to you by marriage or adoption;
- Has the medical training and clinical expertise suitable to treat your disabling condition;
- Specializes in psychiatry, if your disability is caused, to any extent, by a mental health or psychiatric condition; and
- Whose treatment is:
 - Consistent with the diagnosis of the disabling condition;
 - According to guidelines established by medical, research and rehabilitative

organizations; and

- Administered as often as needed.

Plan Administrator

The Employer, Miller & Long Co., Inc., which administers claims for benefits under the short-term salary continuance.

Predisability Earnings

The amount of salary (excluding any amount over \$20,000 per month) you were receiving from an **Employer** participating in this Plan on the day before a period of disability started, calculated on a weekly basis.

Your **predisability earnings** will be calculated as a prorated weekly amount based on your annual base salary as determined by the **Employer** for the date your disability commences.

Included in salary or wages are:

- If applicable, commissions averaged over the last 12 months of actual employment or such shorter period if actual employment was for fewer than 12 months.
- Contributions you make through a salary reduction agreement with your **Employer** to any of the following:
 - An Internal Revenue Code (IRC) Section 125 cafeteria plan for your fringe benefits.
 - A 401(k) deferred compensation arrangement.
 - An executive nonqualified deferred compensation agreement.

Salary or wages do not include:

- Any amounts that would bring your total Predisability Earnings over \$20,000 per month;
- Awards and bonuses;
- Fringe benefits;
- Overtime pay;
- Contributions made by your **Employer** to any deferred compensation arrangement, qualified retirement or pension plan;
- Extra compensation such as payments for revenue sharing, housing allowances, stipends, relocation incentives or buyouts of unused vacations, professional fees, non-qualified income; or
- Any amounts that would bring your total Predisability Earnings to a total of over \$20,000 per month.

A retroactive change in your rate of earnings will not result in a retroactive change in coverage.

IMPORTANT INFORMATION

Plan Name: The name of the Plan is **Miller & Long Co., Inc. Salary Continuance Plan for Salaried Employees.**

Plan Year: January 1 thru December 31 each year

Employer, Plan Administrator and Plan Sponsor:

Miller & Long Co., Inc.
7101 Wisconsin Avenue, Suite 800
Bethesda, MD 20814
Phone: 301-657-8000

Funding: The Plan is self-funded by the Plan Sponsor, Miller & Long, Co., Inc. All benefits are paid from the Plan Sponsor's general assets. No benefits are insured under any insurance policy and benefits are not funded through any trust or separate account.

Procedure for Amending the Plan: The Plan Sponsor may amend the Plan from time to time by written instrument signed by the Chief Financial Officer.