



GROUP BENEFIT  
SOLUTIONS

**SHORT TERM DISABILITY INCOME PLAN**

**OF**

**OSI RESTAURANT PARTNERS, LLC**

(the "Employer")

**PLAN EFFECTIVE DATE:** January 01, 2025

**END OF PLAN YEAR:** December 31

**PLAN ANNIVERSARY DATE:** January 01

The Employer adopted, on the effective date above, a short term disability income plan (the "Plan") to provide short term disability income benefits to eligible employees of the Employer and participating affiliated companies. The Plan is set forth below and applies to all employees who are in Active Service on or after the Plan Effective date.

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## SECTION 1

### **SCHEDULE OF BENEFITS**

#### **Classes of Eligible Employees**

Class 01: All active, Full-time, salaried Employees of the Employer or hourly Employees of the Employer who are eligible for salaried benefits working in the United States, who are citizens or permanent resident aliens of the United States.

## SCHEDULE OF BENEFITS FOR CLASS 1

### Eligibility Waiting Period

For Employees hired on or before the Plan Effective Date:

No Waiting Period

For Employees hired after the Plan Effective Date:

No Waiting Period

### Definition of Disability/Disabled

Maternity Only

For the purposes of this Plan, an Employee is considered Disabled for six weeks from the date of delivery for normal delivery and eight weeks from the date of delivery for cesarean section.

For any disabling conditions related to pregnancy, prior to the date of delivery and/or complications post-partum resulting from the pregnancy, or any other medical condition unrelated to pregnancy and/or child birth, benefits are considered under Group Policy FLK980130.

### Definition of Covered Earnings

Covered Earnings means an Employee's wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on the date of the change.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

### Elimination Period (Maternity only)

For Sickness: 7 calendar days

### Gross Disability Benefit

100% of an Employee's weekly Covered Earnings rounded to the nearer dollar, if not already a multiple thereof.

### Maximum Disability Benefit

None

### Minimum Disability Benefit

\$25.00 per week

### Disability Benefit Calculation

The Disability Benefit for any week the Employee is Disabled is the Gross Disability Benefit minus Other Income Benefits.

“Other Income Benefits” means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

**Maximum Benefit Period (Maternity Only):**

Normal Delivery: 6 weeks for each period of disability, measured from the date disability begin  
Cesarean section: 8 weeks for each period of disability, measured from the date disability begin

## **SECTION 2**

### **ELIGIBILITY FOR PLAN PARTICIPATION**

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to participate on the Plan Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for participation. It will be extended by the number of days the Employee is not in Active Service.

Except as noted in the Reinstatement Provision, if an Employee terminates participation in the Plan and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if Plan participation ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed and within one year becomes a member of an eligible class.

## **SECTION 3**

### **EFFECTIVE DATE OF PLAN PARTICIPATION**

An Employee will be covered under the Plan on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this Plan participation.

If an Employee is not in Active Service on the date Plan participation would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer on a Full-time basis.

## **SECTION 4**

### **TERMINATION OF PLAN PARTICIPATION**

An Employee's participation will end on the earliest of the following dates:

1. the date the Employee is eligible for participation under a plan intended to replace this Plan.
2. the date the Plan terminated.
3. the date the Employee is no longer in an eligible class.
4. the day after the end of the period for which the Employee ceases to make his or her contribution to the Plan, if applicable.
5. the date the Employee is no longer in Active Service.
6. the date benefits end for failure to comply with the terms and conditions of the Plan.

## **SECTION 5**

### **CONTINUATION OF PLAN PARTICIPATION**

This Continuation of Plan Participation provision modifies the Termination of Plan Participation provision to allow participation to continue under certain circumstances if the Employee is no longer in Active Service. Coverage that is continued under this provision is subject to all other terms of the Termination of Plan Participation provisions.

Disability participation under the Plan continues if an Employee's Active Service ends due to a Disability for which benefits under the Plan are or may become payable. If the Employee does not return to Active Service, the participation under the Plan ends when the Disability ends or when benefits are no longer payable, whichever comes first.

If an Employee's Active Service ends due to personal or family medical leave approved timely by the Employer, participation under the Plan will continue for an Employee for up to the later of the period of the approved FMLA leave or the leave period required by law in the state in which the Employee is employed.

If an Employee's Active Service ends due to any other leave of absence approved in writing by the Employer prior to the date the Employee ceases work, participation under the Plan will continue for an Employee for up to 12 week(s). An approved leave of absence does not include Furlough, layoff or termination of employment.

If an Employee's Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, participation under the Plan for an Employee will continue until the earlier of:

- a) the date the Employee's employment relationship with the Employer terminates;
- b) the end of the 30-day period that begins with the first day of such excused absence;
- c) the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this Plan, if an Employee's Active Service ends due to layoff, termination of employment, or any other termination of the employment relationship, participation under the Plan will terminate and Continuation of Plan Participation under this provision will not apply.

If an Employee's participation is continued pursuant to this Continuation of Plan Participation provision, and he or she becomes Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date he or she is scheduled to return to Active Service.

## **SECTION 6**

### **DESCRIPTION OF BENEFITS**

The following provisions explain the benefits available under the Plan. Please see the Schedule of Benefits for the applicability of these benefits to each Class of Eligible Employees.

#### **Disability Benefits**

The Plan will pay Disability Benefits if an Employee becomes Disabled while covered under this Plan. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Plan. He or she must provide the Plan, at his or her own expense, satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Plan will require continued proof of the Employee's Disability for benefits to continue.

#### **Elimination Period**

The Elimination Period is the period of time an Employee must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

### **Disability Benefit Calculation**

The Disability Benefit Calculation is shown in the Schedule of Benefits. Disability Benefits are based on the number of days in a normally scheduled work week for the Employee immediately before the onset of Disability. They will be prorated if payable for any period less than a week. If an Employee is working while Disabled, the Disability Benefit Calculation.

### **Minimum Benefit**

The Plan will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

### **Other Income Benefits**

An Employee for whom Disability Benefits are payable under this Plan may be eligible for benefits from Other Income Benefits. If so, the Plan may reduce the Disability Benefits by the amount of such Other Income Benefits.

Other Income Benefits include:

1. any amounts received (or assumed to be received\*) by the Employee or his or her dependents under:
  - (a) the Canada and Quebec Pension Plans;
  - (b) the Railroad Retirement Act;
  - (c) any local, state, provincial or federal government disability, paid leave or retirement plan or law provided as a result of employment with the Employer, which are payable for an absence from work for which Disability Benefits are payable under this Policy;
  - (d) any sick leave or salary continuation plan of the Employer;
  - (e) any work loss provision in mandatory "No-Fault" auto insurance;
2. any Social Security disability or retirement benefits the Employee or any third party receives (or is assumed to receive\*) on his or her own behalf or for his or her dependents; or which his or her dependents receive (or are assumed to receive\*) because of his or her entitlement to such benefits;
3. any Retirement Plan benefits funded by the Employer. "Retirement Plan" means any defined benefit or defined contribution plan sponsored or funded by the Employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan;
4. any proceeds payable under any franchise or group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Plan will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies;
5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

Dependents include any person who receives (or is assumed to receive\*) benefits under any applicable law because of an Employee's entitlement to benefits.

\* See the Assumed Receipt of Benefits provision.



### *Increases in Other Income Benefits*

Any increase in Other Income Benefits during a period of Disability due to a cost of living adjustment will not be considered in calculating the Employee's Disability Benefits after the first reduction is made for any Other Income Benefits. This section does not apply to any cost of living adjustment for Disability Earnings.

### *Lump Sum Payments*

Other Income Benefits or earnings paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated over five years.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

### *Assumed Receipt of Benefits*

The Plan will assume the Employee is and his or her dependents are receiving benefits for which they are eligible from Other Income Benefits. The Plan will reduce the Employee's Disability Benefits by the amount from Other Income Benefits it estimates are payable to the Employee and his or her dependents.

The Plan will waive Assumed Receipt of Benefits, except for Disability Earnings for work the Employee performs while Disability Benefits are payable, if the Employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a Reimbursement Agreement;
3. provides satisfactory proof that all appeals for Other Income Benefits have been made unless the Plan determines that further appeals are not likely to succeed; and
4. submits satisfactory proof that Other Income Benefits were denied.

The Plan will not assume receipt of any pension or retirement benefits that are actuarially reduced according to applicable law, until the Employee actually receives them.

The Plan may limit its waiver of Assumed Receipt of Benefits at its discretion.

## **SECTION 7**

### **RECOVERY OF OVERPAYMENT**

The Plan has the right to recover any benefits it has overpaid. The Plan may use any or all of the following to recover an overpayment:

1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable under this Plan; and/or;
3. take any appropriate collection activity available to it.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when the Employee dies, any benefits payable under the Plan will be reduced to recover the overpayment.

## **SECTION 8**

### **ADDITIONAL BENEFITS**

#### **Termination of Disability Benefits**

Benefits will end on the earliest of the following dates:

1. the date the Employee earns from any occupation, more than the percentage of Covered Earnings set forth in the definition of Disability.
2. the date the Plan determines he or she is not Disabled.
3. the end of the Maximum Benefit Period.
4. the date the Employee dies.
5. the date the Employee is no longer receiving Appropriate Care.
6. the date the Employee fails to cooperate with the Plan in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

## **SECTION 9**

### **EXCLUSIONS**

The Plan will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane.
2. war or any act of war, whether or not declared.
3. active participation in a riot.
4. commission of a felony.
5. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Plan.
6. any cosmetic surgery or surgical procedure that is not Medically Necessary. "Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the Injury or Sickness; and (b) appropriate according to conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed. The Plan will pay benefits if the Disability is caused by the Employee donating an organ in a non-experimental organ transplant procedure.
7. an Injury or Sickness for which the Employee is entitled to benefits from Worker's Compensation or occupational disease law.
8. an Injury or Sickness that is work-related.

In addition, the Plan will not pay Disability Benefits for any period of Disability during which the Employee is incarcerated in a penal or corrections institution.

## **SECTION 10**

### **CLAIM PROVISIONS**

#### **Notice of Claim**

Written notice or any other electronic/telephonic means authorized by the Administrator must be given to the Plan within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice or any other electronic/telephonic means authorized by the Administrator is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible.

#### **Claim Forms**

When the Plan receives written notice of claim, it will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Plan Administrator, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof of the nature and extent of the loss.

#### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with the Plan in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

#### **Proof of Loss**

Written proof of loss must be given to the Plan within 90 days after the date of the loss for which a claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible. In any case, written proof must be given not more than a year after that 90 day period. If written proof of loss is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Plan.

#### **Time of Payment**

Disability Benefits will be paid at regular intervals of not less frequently than once a week. Any balance, unpaid at the end of any period for which the Plan is liable, will be paid at that time.

#### **To Whom Payable**

Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or is declared by a court as incompetent or, in the opinion of the Plan, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Plan, may at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Plan may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Plan may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Plan from all liability for any payment made.

### **Physical Examination and Autopsy**

The Plan, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Plan may, at its expense, require an autopsy unless prohibited by law.

### **Physician/Patient Relationship**

The Employee will have the right to choose any Physician who is practicing legally. The Plan will in no way disturb the Physician/patient relationship.

### **Legal Actions**

For any action directly or indirectly related to Plan benefits or for the alleged interference with ERISA protected rights, no action at law or in equity may be brought in state or federal court more than two years after i) the benefit recipient has received the initial calculation of benefits that are the subject of the claim or action, or ii) the last payment of Plan benefits, or iii) the date of notice of final adverse determination on administrative appeal.

## **SECTION 11**

### **ADMINISTRATIVE PROVISIONS**

#### **Reinstatement of Plan Participation**

An Employee's participation may be reinstated if it ends because the Employee is on an unpaid leave of absence.

An Employee's participation may be reinstated only if a written request for reinstatement is received by the Plan within 31 days from the date an Employee returns to Active Service from an Employer approved unpaid leave of absence or from the military service pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). For participation to be reinstated the following conditions must be met.

1. An Employee must be in a Class of Eligible Employees.
2. The required contribution must be paid, if applicable.

Reinstated participation will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period before participation ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

## **SECTION 12**

### **DEFINITIONS**

Please note, certain words used in this plan document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

#### **Accident**

An Accident is a sudden, unforeseeable external event that causes bodily Injury to a participating employee while participation is in force under the Plan.

#### **Active Service**

An Employee is in Active Service on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. The Employee is performing his or her Regular Job for the Employer on a Full-time basis.
2. The day is a scheduled holiday or vacation day and the Employee was performing his or her Regular Job on the preceding scheduled work day.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

#### **Appropriate Care**

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Employee's Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

#### **Disability Earnings**

Any wage or salary for any work performed for any Employer during the Employee's Disability, including commissions, bonus, overtime pay or other extra compensation.

#### **Employee**

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is participating under the Plan.

#### **Employer**

The Employer and any affiliates or subsidiaries covered under the Plan.

#### **Full-time**

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

#### **Good Cause**

A medical reason preventing participation in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Plan.

#### **Injury**

Any accidental loss or bodily harm which results directly or indirectly of all other causes from an Accident.

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to the Employee that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

**Plan**

Refers to the short term disability benefits provided by the Employer and affiliates as in effect from time to time.

**Plan Administrator**

The Plan Administrator is the person or entity chosen by the Plan to act as the administrator of the Plan, as provided for by ERISA.

**Prior Plan**

The Prior Plan refers to the plan of coverage or insurance providing similar benefits sponsored by the Employer in effect directly prior to the Plan Effective Date. A Prior Plan will include the plan of a company in effect on the day prior to that company's addition to this Plan after the Plan's Effective Date.

**Regular Job**

In evaluating the Disability, the Insurance Company will consider the duties of the job as it is normally performed for the Employer.

**Sickness**

Any physical or mental illness or disease.

## **SECTION 13**

### **FUNDING POLICY**

All benefits due under the terms of the Plan shall be drawn by the Plan Administrator or its agent on an account established by the Plan Sponsor.

## **SECTION 14**

### **ADMINISTRATION OF THE PLAN**

#### **Plan Administration**

The administration of the Plan shall be under the supervision of the Plan Administrator. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan. The Plan Administrator will have full power to administer the Plan in all of its details, except for matters covered by other provisions of this Section, subject to the applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- (b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To appoint an actuary to perform an annual valuation of the benefits provided under the Plan;
- (e) To appoint such agents, counsel, accountants, producers and other persons as may be required to assist in administering the Plan; and
- (f) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

#### **Examination of Records**

The Plan Administrator will make available to each participant any records under the Plan that pertain to him, for examination at reasonable times during normal business hours.

#### **Claims Procedures**

The Plan shall adopt a claims procedure to provide adequate notice to a participant whose claim is denied setting forth the specific reasons for a denial, written in a manner calculated to be understood by such person and offering a reasonable opportunity to respond in a full and fair review of such denial.

## **SECTION 15**

### **MISCELLANEOUS**

#### **Effect on Employment**

This Plan shall not confer upon any person any right to be continued in the employment of the Employer or a Participating Employer.

#### **Alienation of Benefits**

Except as otherwise provided by law, no benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

#### **Amendment, Suspension or Termination of the Plan**

The Employer reserves the right to alter, amend or modify the Plan, and to suspend or terminate the Plan and any such payments.

#### **Exclusivity and Enforceability**

The Plan is maintained for the exclusive benefits of participants. The rights conferred upon participants and their covered dependents under this Plan, including such materials as may be incorporated herein by reference, shall be legally enforceable.



**SECTION 16**

**SCHEDULE OF AFFILIATES**

OS Management, Inc.  
OS Restaurant Services, LLC