

WinCo Holdings, Inc. hereby adopts the attached document as its self-funded short-term disability income benefit plan for:


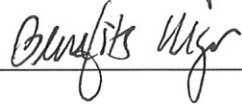
Class 1, All Full-Time and Temporary Salaried Employees enrolled in the Medical Plan

Class 2, All Full-Time and Temporary Hourly Employees with at least 5 years of service and enrolled in the Medical Plan

Class 3, All Full-Time and Temporary Hourly Employees with less than 5 years of services and enrolled in the Medical Plan

The Effective Date of this plan shall be January 1, 2023.

WINCO HOLDINGS, INC.

By: 
Title: 
Date: 11/8/23

The effective date of the amended Plan document is November 1, 2023 but only with respect to disabilities incurred on or after that date.

NOTICE: The Lincoln National Life Insurance Company takes no fiduciary responsibility for the contents of the attached plan document. It is being provided to you as a courtesy based on information you provided by WinCo Holdings, Inc. to The Lincoln National Life Insurance Company. Please consult with your benefits advisor or attorney to be sure this plan meets your needs and complies with any requirements imposed by ERISA or other employment laws. This is your plan document and should be reviewed by your legal counsel.

WinCo

**Holdings, Inc. Employees' Short Term
Disability Plan**

Class 1 – All Full-Time and Temporary Salaried Employees enrolled in the Medical Plan

Class 2 – All Full-Time and Temporary Hourly Employees with at least 5 years of service and enrolled in the Medical Plan

Class 3 - All Full-Time and Temporary Hourly Employees with less than 5 years of services and enrolled in the Medical Plan

Introduction

The following document describes the benefit features of your Employer's short-term disability (STD) income program.

Your Employer, WinCo Holdings, Inc., self-insures this program and is the Plan Sponsor. In this document, your Employer is referred to as "Employer" or "Plan Sponsor." The Lincoln National Life Insurance Company is the claims administrator for the program. In this document, Lincoln National Life is referred to by its marketing name, "Lincoln Financial Group" and also may be referred to as the "Claims Administrator."

"Employee" means an Eligible Employee covered under this program.

Lincoln National Life will administer claims in accordance with the agreement between the Plan Sponsor and Lincoln National Life.

Introducing the Short Term Disability Plan

The WinCo Holdings, Inc. Employees' Short Term Disability Plan (the "Plan") is established to assist in protecting you against loss of income if you are unable to work because of an illness or accident not related to your job. It is a self-insured plan administered by Lincoln National Life Insurance Company. All short-term disability claims are reviewed by Lincoln National Life Insurance Company and, upon approval, are paid by WinCo Holdings, Inc..

WinCo Holdings, Inc. and participating employers are referred to as the "Company."

Claims Service Center

For additional assistance, contact Lincoln National Life Insurance Company at (800) 423-2765.

Eligibility

For Class 1: All full-time active employees working 20 or more hours per week are covered under this Short-Term Disability income benefit plan. No waiting period applies. They become covered the date their medical coverage takes effect. They must be covered under the medical plan to be eligible for coverage.

For Class 2 & 3: All full-time active employees working 5 or more hours per week are covered under this Short-Term Disability income benefit plan. No waiting period applies. They become covered the date their medical coverage takes effect. They must be covered under the medical plan to be eligible for coverage.

When Your Short Term Disability Benefit Begins

To initiate your request for a Short Term Disability (STD) benefit, see "Filing a Claim" section. You must be disabled for a number of continuous calendar days before you are eligible to receive Short Term Disability benefits. Short Term Disability benefits begin on the:

- 14th day of disability due to accidental injury; and
- 14th consecutive day of disability due to Sickness.

Weekly Benefit

For Class 1: If you are Totally Disabled beyond the elimination or waiting period due to an injury or sickness, you will be eligible to receive a weekly benefit of 100% of your basic weekly earnings to a maximum weekly benefit of \$9,999 for up to 12 weeks. This benefit is fully taxable.

For Class 2: If you are Totally Disabled beyond the elimination or waiting period due to an injury or sickness, you will be eligible to receive a weekly benefit of 80% of your basic weekly earnings to a maximum weekly benefit of \$9,999 for up to 12 weeks. This benefit is fully taxable.

For Class 3: If you are Totally Disabled beyond the elimination or waiting period due to an injury or sickness, you will be eligible to receive a weekly benefit of 60% of your basic weekly earnings to a maximum weekly benefit of \$9,999 for up to 12 weeks. This benefit is fully taxable.

For Maternity claims, the weekly benefit's maximum duration is up to 6-weeks for a vaginal delivery and up to 8-weeks for a c-section delivery.

If benefits are due for less than a week, they will be paid on a pro-rata basis. The daily rate will equal 1/7 of the weekly benefit.

Definition of Weekly Earnings

Basic Weekly Earnings or Predisability Income means your average weekly base salary or hourly pay plus mileage from the Employer before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the date the Disability begins.

It does **not** include commissions, bonuses, overtime pay, reimbursement mileage, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by the Plan; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Weekly Benefit section.)

Definition of Total Disability

Total Disability means due to sickness or injury, you are unable to perform each of the main duties of your regular occupation. A person engaging in any employment for wage or profit is not Totally Disabled. A loss of a professional license does not, by itself, constitute Total Disability.

Definition of Partial Disability

PARTIAL DISABILITY and PARTIALLY DISABLED mean that because of Injury or Sickness the Employee cannot perform the Material and Substantial Duties of his Regular Job as a Full-Time Employee, but:

- 1) is performing at least one of the Material and Substantial Duties of his Regular Job, or another occupation, on a part or full-time basis;
- 2) his Current Weekly Income is less than (100%) of his Pre-Disability Earnings due to the same Injury or Sickness that caused his Disability; and
- 3) he is under the Regular Attendance of a Physician for that Injury and Sickness

BENEFITS WHILE PARTIALLY DISABLED: When proof is received that an Employee is Partially Disabled, then the Return to Work Benefit applies. Return to Work Benefits are payable following completion of the Elimination Period and the Elimination Period must be satisfied with consecutive days of Total Disability. The Partial Disability must be the direct result of the Injury or Sickness that caused the Total Disability immediately preceding it.

RETURN TO WORK BENEFIT: While Partial Disability continues, this benefit will apply following return to work beginning on the first day that the Weekly Benefit is payable for Partial Disability. Under this Return to Work Benefit, Current Weekly Income will not reduce the Weekly Benefit, unless the Current Weekly Income, combined with income from all other sources including Other Income Benefits and the Weekly Benefit, exceeds (100%) of the Pre-Disability Earnings. If the combined income exceeds Pre-Disability Earnings, the Weekly Benefit will be reduced by any amount that is in excess of (100%) of the Pre-Disability Earnings. Return to Work Benefits for Partial Disability will never exceed the Employee's Maximum Weekly Benefit. Return to Work Benefits will continue as shown above until the EARLIEST of the date:

- 1) the Employee ceases to be Partially Disabled;
 - 2) the Employee dies; SECTION 8 – BENEFIT PROVISIONS
- PROVISIONS P a g e | 25
- 3) the date the Plan terminates or ceases to exist;
 - 4) the Maximum Benefit Duration, as shown on the Schedule of Benefits, is completed;
 - 5) the Employee fails to give the Plan or its claims administrator required proof of Disability or information required by the Plan or its claims administrator to determine if any benefits are owed under this Plan;
 - 6) the Employee refuses to allow an examination requested by the Plan or its claims administrator;
 - 7) the Employee is no longer under the Regular Attendance and care of a Physician;
 - 8) the date the Employee is able to return to work on a full-time basis and does not do so.
 - 9) the Employee refuses to provide any evidence required by the Plan or its claims administrator to verify the Employee's Current Weekly Income; or
 - 10) the date the Employee leaves the United States or Canada and establishes his residence in any other country. An Employee will be considered to reside outside these countries when the Employee has been outside the United States or Canada for 12 consecutive months.

Coordination of Your STD Benefit with Other Income Benefits

Benefits for which you are eligible from other income sources will be used as an offset when calculating your STD benefit. This does not include personal disability insurance policies, vacation or holiday pay. Some sources of other income offsets are:

- Social Security disability benefits payable to you or your dependents;
- Social Security retirement benefits;
- Occupational disease laws or other similar legislated disability benefits;
- Any federal, state or local disability, retirement or unemployment programs;
- Other group disability benefits;
- Payments provided by the Department of Veterans Affairs; and
- Disability payments from insurance of other sources that result from an act or omission of another person who caused your disability.

Exclusions

Weekly Benefits will not be payable for any period of Disability:

- Which is the result of an intentionally self-inflicted Injury or suicide attempt;
- During which you are not under the Regular Care of a Physician;
- Which is the result of war (declared or undeclared) or any act of war;
- Which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation, occupational disease law or other law of like intent;
- Cosmetic or elective surgery, except surgery made necessary by Illness or disease or by accidental Injury;
- Active participation in terrorism or a riot;

Participation in a crime or as a result of such participation.

Recurrent Disability Period

A Recurrent Disability is one that has the same or a related cause as the original disability and begins after the employee has returned to full-time work for 30 days or less. A Recurrent Disability will be treated as a continuation of the original disability, such that the claimant will not have to satisfy a new Elimination Period if he/she already satisfied the Elimination Period, and any benefit payments will be subject to the terms of this Plan as they applied to the original disability, including the weekly benefit amount and the Maximum Benefit Period.

When Your STD Benefit Ends

Benefit Payments will stop on the first to occur of:

- The date you are no longer disabled;
- The date you fail to furnish proof that you continue to be disabled;
- The date your employment ends;
- The date you die; or
- The date the Maximum Benefit Period ends.

The Maximum Benefit Period is the longest period of time that benefits will continue to be paid to you under this Plan during a period of disability. To determine the benefit period, please refer to the benefit amount and duration in the Weekly Benefit section. If a new disability due to a different cause occurs while weekly benefits are payable, it will be treated as part of the same disability, subject to the same benefit calculation and same Maximum Benefit Period.

If you are still disabled after you receive a STD benefit for the maximum period of time, you may be entitled to a benefit under the Long Term Disability Plan. The Claim Administrator will automatically review your disability status and determine your eligibility for a long-term disability benefit.

Filing a Claim

To apply for a STD benefit, a STD claim form needs to be completed, once the elimination period has been satisfied. The claim form can be faxed to the number at the top of the claim form.

Lincoln Financial Group's disability representative will begin to process the claim once all information needed has been received regarding your illness or injury and about your occupation.

Lincoln Financial Group's disability specialist will evaluate and advise your employer if you are eligible for a STD benefit and, if so, certify your eligibility and length of disability. Your claim may be referred to a nurse consultant, as appropriate, to gather further information. Lincoln Financial Group may also contact your supervisor to learn about your occupational requirements.

You will be notified of the decision on your claim for STD no later than 45 days after your claim was received. This time period may be extended up to an additional 30 days if there are circumstances beyond the control of the Plan. In addition, a further 30-day extension may apply in certain circumstances. For any extension, you will be notified of the circumstances requiring the delay and the expected date a determination is to be made. If additional information is required, you will have at least 45 days to provide such information.

If you are unable to return to work on schedule, you must provide clinical evidence from your treating physician(s) prior to your certified disability end date. This information should be sent to Lincoln Financial Group's Disability Claim Department.

Appealing a Denied Claim

If your claim is denied in whole or in part, you will receive a written notice of the denial from Lincoln Financial Group. Any denial notice will explain the reason for the denial and will include a contact address for review of the claim.

You may request one appeal of any denied claim. The request must be submitted, in writing, within 180 days of the date the denial was made. The appeal should be sent to Lincoln Financial Group, Risk Department, 8801 Indian Hills Dr., Omaha, NE 68114.

You should include the reason for requesting the appeal. You may also request all documents, records and other information related to the benefit determination.

Lincoln Financial Group will ordinarily notify you of its final decision no later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of this extension during the 45 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the day by which a decision is expected.

Administration of the Plan

Amendment and Termination of the Plan

The Plan Sponsor has the exclusive power to amend and to terminate the Plan. These powers can be used whenever it becomes necessary or desirable to do so.

Source of Benefit Payments

Benefits under this Plan are provided through the Plan Sponsor.



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

The Lincoln National Life Insurance Company

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Omaha, NE 68114-4066
Toll free (800) 423-2765
www.LFG.com

November 01, 2023

Darin Risinger
WinCo Holdings, Inc.
650 North Armstrong
Boise, ID 83704

Re: Policy No: 000490273619 - Administrative Services Only
WINCOID

Dear Darin Risinger:

As requested, the definition of earnings has been custom worded to include mileage and exclude reimbursement mileage. This change to the documents was made effective November 1, 2023.

Please sign and return the ASO Amendatory Acceptance Form. Note that ASO claims will not be processed with the amendment updates until this has been signed by the group and returned to The Lincoln National Life Insurance Company.

Revised certificates are located on The Lincoln National Life Insurance Company website, www.lincoln4benefits.com. A supply of printed certificates can be requested from Client Services at the telephone number or email address below.

If you have any questions on this change, please feel free to contact your broker or Customer Service Professional at 800-423-2765, or via email at ClientServices@LFG.com. Thank you for giving The Lincoln National Life Insurance Company an opportunity to serve you.

Sincerely,

The Lincoln National Life Insurance Company

Enclosures