GROUP BENEFIT SOLUTIONS

SICKNESS AND INJURY SALARY CONTINUANCE PLAN

for the

Class 2
Employees

of

MEGALODON MIDCO LLC D/B/A DURA AND SHILOH COMPANIES

Plan Effective Date:	January 1, 2019
Plan Anniversary Date:	January 1
Plan Change Effective Date:	May 1, 2024

The Employer reserves the right to change the terms of this plan at any time. Unless otherwise specified, any change made to this plan will not affect any claim for benefits that begins before the effective date of the change.

TABLE OF CONTENTS

SECTION 1

SCHEDULE OF BENEFITS

Classes of Eligible Employees
If you are eligible under one Class of Eligible Employees and later become eligible under a different Class of Eligible Employees, changes in available benefits due to the class change will be effective on the first date you are in Active Service on or after the first of the month following the change in class. No employee may belong to more than one Class of Eligible Employees.

Class 2: All active, Full-time Non-Union Hourly Employees of the Employer regularly working a minimum of 30 hours per week in the United States, who are citizens or permanent resident aliens of the United States.

SCHEDULE OF BENEFITS FOR CLASS 2

Eligibility Waiting Period
If you were hired on or before the Plan Effective Date:
No Waiting Period

If you were hired after the Plan Effective Date:
After 90 days of Active Service

Definition of Disability/Disabled
You are considered Disabled if, solely because of a covered Injury or Sickness, you are:
1. unable to perform all the material duties of your Regular Occupation, and
2. unable to earn 80% or more of your Covered Earnings from working in your Regular Occupation.

The Employer will require proof of earnings and continued Disability.

Definition of Covered Earnings
Covered Earnings means your wage or salary as determined 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 you apply for coverage. A change in the amount of Covered Earnings is effective on the Plan Anniversary Date following the change.

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

Any increase in your Covered Earnings will not be effective during a period of continuous Disability.

Elimination Period

For Accident:	0 calendar days
For Sickness:	7 calendar days

Gross Disability Benefit	50% of an Employee's weekly Covered Earnings.
Maximum Disability Benefit	None
Minimum Disability Benefit	$25.00 per week

Disability Benefit Calculation
The Disability Benefit for any week you are Disabled is the Gross Disability Benefit minus Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that you receive on your 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

For Accident:	26 weeks for each period of disability, measured from the date Disability begins.
For Sickness:	26 weeks for each period of disability, measured from the date Disability begins.

SECTION 2

ELIGIBILITY FOR PLAN PARTICIPATION

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

Except as noted in the Reinstatement Provision, if you terminate participation in the Plan and later wish to reapply, or if you are rehired, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period if Plan participation ends because you are no longer in a Class of Eligible Employees, but continue to be employed and within one year become a member of an eligible class.

SECTION 3

EFFECTIVE DATE OF PLAN PARTICIPATION

You will be covered under the Plan on the date you become eligible.

If you are not in Active Service on the date Plan participation would otherwise be effective, it will be effective on the date you return to any occupation for your Employer on a Full-time basis.

SECTION 4

TERMINATION OF PLAN PARTICIPATION

Your participation will end on the earliest of the following dates:

1. the date you are eligible for participation under a plan intended to replace this Plan.
2. the date the Plan is terminated.
3. the date you are no longer in an eligible class.
4. the date you are no longer in Active Service.
5. 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 you are no longer in Active Service, but remain an Employee of the Employer. 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 your Active Service ends due to a Disability for which benefits under the Plan are or may become payable provided that you remain an Employee of the Employer. If you do 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 your Active Service ends due to personal or family medical leave approved timely by the Employer, your participation under the Plan will continue 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 you are employed.

If your Active Service ends due to any other leave of absence approved in writing by the Employer prior to the date you cease work, your participation under the Plan will continue for up to 6 month(s). An approved leave of absence does not include Furlough, layoff or termination of employment.

If your 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, your participation under the Plan will continue until the earliest of:

a) the date your 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 your 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 your participation is continued pursuant to this Continuation of Plan Participation provision, and you become 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 you are 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 you become Disabled while covered under this Plan. You must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Plan. You must provide the Plan, at your 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 your Disability for benefits to continue.

Elimination Period

The Elimination Period is the period of time you 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 you immediately before the onset of Disability. They will be prorated if payable for any period less than a week. If you are working while Disabled, the Disability Benefit Calculation will be the Return to Work Incentive 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
If Disability Benefits are payable to you under this Plan, you 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 you or your dependents under:
   (a) the Canada and Quebec Pension Plans;
   (b) the Railroad Retirement Act;
   (c) any local, state, provincial or federal government disability or retirement plan or law payable for Injury or Sickness provided as a result of employment with the Employer;
   (d) any sick leave plan of the Employer;
   (e) any work loss provision in mandatory "No-Fault" auto insurance;
2. any Social Security disability or retirement benefits you or any third party receives (or is assumed to receive*) on your own behalf or for your dependents; or which your dependents receive (or are assumed to receive*) because of your 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 40l(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 your 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 your 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
Disability Benefits will be reduced by the amount from Other Income Benefits it estimates are payable to you and your dependents.

Except for Disability Earnings for work you perform while Disability Benefits are payable, this provision will not apply if you:
1. provide satisfactory proof of application for Other Income Benefits;
2. sign a Reimbursement Agreement;
3. provide 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. submit satisfactory proof that Other Income Benefits were denied.

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

Successive Periods of Disability
A separate period of Disability will be considered continuous:
1. if it results from the same or related causes as a prior Disability for which weekly benefits were payable; and
2. if, after receiving Disability Benefits, you return to work in your Regular Occupation for less than 14 consecutive days; and
3. if you earn less than the percentage of Covered Earnings that would still qualify you to meet the definition of Disability/Disabled during at least one week.

For any separate period of disability which is not considered continuous, you must satisfy a new Elimination Period.

SECTION 7

RECOVERY OF OVERPAYMENT

The Employer has the right to recover any benefits it has overpaid. The Employer 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.

SECTION 8

ADDITIONAL BENEFITS

Termination of Disability Benefits
Benefits will end on the earliest of the following dates:
1. the date you earn more than the percentage of Covered Earnings set forth in the definition of Disability from any occupation.
2. the date the Plan determines you are not Disabled.
3. the end of the Maximum Benefit Period.
4. the date you die.
5. the date you are no longer receiving Appropriate Care.
6. the date you fail 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 your license, permit or certification necessary to perform the duties of your 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. Disability Benefits will not be payable if the Disability is caused by you donating an organ in a non-experimental organ transplant procedure.
7. an Injury or Sickness for which you are 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 you are incarcerated in a penal or corrections institution.

SECTION 10

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 you while participation is in force under the Plan.

Active Service

You will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. You are performing your Regular Occupation for the Employer on a Full-time basis. You must be working at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday or vacation day and you were performing your Regular Occupation on the preceding scheduled work day.

You are considered in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

Appropriate Care

Appropriate Care means the determination of an accurate and medically supported diagnosis of your 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.

Claim Administrator
The Claim Administrator is the person or entity chosen by the Plan to review claims for benefits provided under the Plan.

Disability Earnings
Any wage or salary for any work performed for any Employer during your Disability, including commissions, bonus, overtime pay or other extra compensation.

Employee
For eligibility purposes, you are an Employee if you work for the Employer and are in one of the Classes of Eligible Employees. Otherwise, you are an Employee if you are an employee of the Employer who participates under this Plan.

Employer
The Employer and any affiliates or subsidiaries participating in the Plan.

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

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 you that is appropriate for your condition and locality. The term does not include you, your spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or your spouse, or a person living in your household.

Plan
Refers to salary continuation benefits provided by the Employer and affiliates as in effect from time to time.

Regular Occupation
The occupation you routinely perform at the time the Disability begins. In evaluating Disability, the Plan will consider the duties of the occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer or at a specific location.

Sickness
Any physical or mental illness or disease.

You
A person covered under the Plan.

SECTION 11

ADMINISTRATIVE PROVISIONS

Reinstatement of Plan Participation
Your participation may be reinstated if it ends because you are on an unpaid leave of absence.

Your participation may be reinstated only if a written request for reinstatement is received by the Plan within 31 days from the date you return 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 you must be in a Class of Eligible Employees.

Reinstated participation will be effective on the date you return to Active Service. If you 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

CLAIM PROVISIONS

Claimant Cooperation Provision
Your failure 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 Claim Administrator 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.

To Whom Payable
Disability Benefits will be paid to you. 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 you die while any Disability Benefits remain unpaid, the Plan may, at its option, make direct payment to any of the following living relatives of you: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of your 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
You 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.

CLAIM PROCEDURES

The Plan Administrator is the named fiduciary for deciding claims for benefits under the Plan, and for deciding any appeals of adverse decisions. The Plan Administrator shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Plan Administrator shall be final and binding on Participants and Beneficiaries to the full extent permitted by law.

Claims for Disability Benefits (The following is applicable to claims filed before April 1, 2018)

The Plan has 45 days from the date it receives your claim to determine whether or not benefits are payable to you in accordance with the terms and provisions of the Plan. The Plan may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the Plan will notify you in writing that its review period has been extended for up to two additional periods of 30 days. If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You have up to 45 days to furnish the requested information.

During the review period, the Plan may require a medical examination of the Participant, at the Plan's own expense; or additional information regarding the claim. If a medical examination is required, the Plan will notify you of the date and time of the examination and the physician's name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Plan will notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the appropriate benefit from the Plan.

If your claim is denied, in whole or in part, you must receive a written notice from the Plan within the review period. The written notice must include the following information:
1. The specific reason(s) the claim was denied.
2. Specific reference to the Plan provision(s) on which the denial was based.
3. Any additional information required by your claim to be reconsidered, and the reason this information is necessary.
4. Identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, as outlined below.

Appeal Procedure for Denied Claims (The following is applicable to claims filed before April 1, 2018)

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written statement for appeal to the Employer within 180 days from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by the Employer, a prompt and complete review of your claim will take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Plan will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

The Plan has 45 days from the date it receives your request to review your claim and notify you of its decision. Under special circumstances, the Plan may require more time to review your claim. If this should happen, the Plan will notify you, in writing, that its review period has been extended for an additional 45 days. Once its review is complete, the Plan will notify you, in writing, of the results of the review and indicate the Plan provisions upon which it based its decision.

SECTION 13

PLAN ADMINISTRATION

Benefits Paid from General Assets
All benefits under the plan are paid from general assets of the Employer. For Information regarding your rights as a participant in this benefit, please refer to your employee benefit handbook or consult with your employer human resources.