

VILLANOVA UNIVERSITY RETIREMENT INCOME PLAN
As amended and restated effective June 1, 2021

Table of Contents

	Page
SECTION 1 INTRODUCTION	1
SECTION 2 DEFINITIONS	3
SECTION 3 PARTICIPATION	18
SECTION 4 NORMAL RETIREMENT INCOME	20
SECTION 5 EARLY AND LATE RETIREMENT INCOME	22
SECTION 5A - DISABILITY RETIREMENT	24
SECTION 6 TERMINATION OF EMPLOYMENT AND VESTED RETIREMENT INCOME.....	26
SECTION 6A - DIRECT ROLLOVERS	30
SECTION 7 SPECIAL RETIREMENT INCOME BENEFITS PROVISIONS	31
SECTION 8 PRERETIREMENT SPOUSE BENEFIT	46
SECTION 9 NORMAL FORM OF PAYMENT	51
SECTION 10 RETIREMENT INCOME: OPTIONAL FORMS OF PAYMENT	64
SECTION 11 DEATH BENEFITS AND BENEFICIARY PROVISIONS	67
SECTION 12 FUNDING OF BENEFITS.....	69
SECTION 13 FIDUCIARY RESPONSIBILITY PROVISIONS	70
SECTION 14 PLAN ADMINISTRATOR.....	71
SECTION 15 AMENDMENT AND TERMINATION OF PLAN	75
Table I	67
Table II	68
Table III	69

SECTION I INTRODUCTION

1.1 History of Plan

As of June 1, 1968, Villanova University (hereinafter referred to as the “Principal Employer”) established a program for providing retirement income and other benefits for certain of its employees and their beneficiaries and certain employees of its participating subsidiaries and affiliates.

Effective June 1, 1976, this program was amended and restated in its entirety and became known as the Villanova University Retirement Income Plan (hereinafter known as the “Plan”). From time to time thereafter, the Principal Employer has amended this Plan in accordance with the further provisions of Section 15.1.

Effective June 1, 2002, the Plan was amended and restated in its entirety to reflect the applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001. However, with respect to certain provisions of this Plan that were effective later than June 1, 2002, the terms of the Plan prior to such effective dates remained in effect until those effective dates, as specified in this document.

Effective June 1, 2008, the Plan was amended and restated in its entirety to reflect the cumulative list published in Notice 2007-94 and the Pension Protection Act of 2006.

Effective June 1, 2013, the Plan was amended and restated in its entirety to incorporate any amendments to the Plan since its last restatement and to reflect the Cumulative List published in Notice 2012-76.

Effective June 1, 2021, the Plan is hereby amended and restated in its entirety to incorporate any amendments to the Plan since its last restatement, including the cessation of benefit accruals as of May 31, 2016, and to reflect the provisions of the Setting Every Community Up for Retirement Enhancement Act of 2019.

Effective October 31, 2021, the Plan is hereby terminated.

1.2 Preservation of Rights

Each Participant under the Plan as in effect on May 31, 2021 who is in the active employ of the Employer on such date shall continue to be a Participant under this Plan on and after June 1, 2021, in accordance with its terms.

Each former employee who is receiving retirement income payments under the Plan as in effect on May 31, 2021 shall receive such payments on and after June 1, 2021 in accordance with the terms of the Plan as in effect on May 31, 2021.

Each former employee who terminated employment prior to June 1, 2021 with a vested retirement income benefit under the Plan, and who had not commenced receiving retirement income benefits on such date, will be eligible to receive retirement income on

his retirement date, as determined by his coverage under the Plan as in effect on May 31, 2021.

No provisions of this Plan, other than those required to maintain this Plan as one that is qualified under section 401(a) of the Code, shall operate to diminish or otherwise adversely affect the amount or terms of retirement income accrued in respect to any Participant's coverage under the Plan as in effect on May 31, 2021.

1.3 Intent to Comply

It is the intent of the Principal Employer that the Plan shall be established and maintained (1) as a retirement program which is in full compliance with ERISA and (2) as a qualified Plan under the of section 401(a) of the Internal Revenue Code of 1986 (the "Code") as amended from time to time.

SECTION 2 DEFINITIONS

- 2.1 Accrued Benefit - the yearly retirement income commencing on the Participant's Normal Retirement Date determined in accordance with Sections 4 and 6 as if the Participant's Termination of Employment occurred on the date of determination and he had a Vesting Percentage of 100%.

The Accrued Benefit of a "Section 401(a)(17) Employee," determined as of any date on or after January 1, 1994, shall be the greater of the Accrued Benefit determined under (A) or (B) below:

- (A) the Employee's Accrued Benefit determined under Section 4.1 based on the Employee's years of Credited Service and Average Annual Earnings as of the date of reference; or
- (B) the sum of:
 - (1) the Employee's Accrued Benefit determined as of May 31, 1994, under the terms of the Plan as in effect on May 31, 1994, based on his years of Credited Service and Average Annual Earnings determined on May 31, 1994, frozen in accordance with section 1.401(a)(4)-13 of the regulations; and
 - (2) the Employee's Accrued Benefit determined under Section 4.1 based on years of Credited Service credited to the Employee after May 31, 1994, and Average Annual Earnings as of the date of reference.

For purposes of this Section 2.1, a "Section 401(a)(17) Employee" means an Employee whose Accrued Benefit as of a date on or after June 1, 1994, is based on Earnings for a determination period beginning prior to June 1, 1994 that exceeds \$150,000.

- 2.2 Adjustment Factor - the appropriate adjustment factor(s) which may be applicable to a Participant's retirement income in accordance with the further terms of the Plan.
- (A) With respect to each Participant whose Annuity Commencement Date occurs after August 1, 1983, the appropriate Adjustment Factors for determining the amount of retirement income payable under a form of payment other than the normal form described in Section 9.2 are the applicable gender-neutral Adjustment Factors based on the following assumptions:
 - (1) Mortality according to the 1971 Group Annuity Mortality Table for male lives, with ages for Participants set back 3 years and ages for Spouses and Contingent Pensioners set back 3 years.
 - (2) Interest at a rate per annum of 6%.
 - (3) Life - No Death Benefit normal form of payment.

- (B) With respect to a Participant who elects to receive early retirement income in accordance with the provisions of Section 5.1, the early retirement Adjustment Factors as in effect in accordance with the terms of this Plan as constituted on the day before June 1, 2002 and as shown in the Table attached hereto shall continue to be of full force and effect on and after June 1, 2002.
- (C) With respect to a Participant who elects to receive late retirement income in accordance with the provisions of Section 5.5, the appropriate Adjustment Factors are shown in the Table attached hereto.
- (D) With respect to a Participant who elects under Sections 6.3 or 6.4 to receive his or her Accrued Benefit in the form of an annuity and is not eligible to receive early retirement income under Section 5.1 of the Plan, such Accrued Benefit shall be reduced by the early retirement Adjustment Factors described in paragraph (B) above, but extrapolated on an actuarial equivalent basis (using the assumptions in paragraph (A) above) if the Participant's benefit commencement date precedes his or her fifty-fifth birthday.

In no event will the retirement income payable to a Participant on his Annuity Commencement Date, as adjusted by the applicable Adjustment Factor(s) as in effect after August 1, 1983, be less than the amount of retirement income the Participant had accrued on August 1, 1983, as adjusted by the applicable Adjustment Factor(s) as in effect in accordance with the terms of this Plan as constituted on August 1, 1983.

- 2.3 Annuity Commencement Date – the first day for which payment of a Participant's retirement income is to commence (or the date such payment is due, if such payment is delayed), as determined in accordance with the further terms of the Plan. If payment of a Participant's retirement income is made in accordance with the provisions of Section 9.8 of the Plan, such Participant's Annuity Commencement Date is his Required Payment Commencement Date described in Section 9.8.
- 2.4 Average Annual Earnings – the highest average annual Earnings received during any 60 consecutive months during the last 120 months before Retirement Date, or the date Service ceases if earlier; provided, however, with respect to any Employee whose death, Termination of Employment, or Retirement Date is on or after June 1, 1998 but before December 31, 1999 and any Employee who dies, experiences a Termination of Employment, or has a Retirement Date after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees and is not a D.C. Electing Employee, Average Annual Earnings shall mean the highest average annual Earnings received during any 36 consecutive months during the last 120 months before his or her Retirement Date, or the date his or her service ceases if earlier.

If less than 60 (or 36 months, as applicable) consecutive months' Earnings are available, the annual average will be determined using the consecutive months' Earnings that are available.

In determining Average Annual Earnings, the maximum amount of Earnings to be counted for any 12-consecutive month period is:

- Effective June 1, 1989 through May 31, 1996, \$200,000, as adjusted for cost-of-living increases in accordance with Code section 415(d), with the amount applicable to any Earnings Computation Period being the adjusted amount in effect as of the January 1 of the calendar year in which such period begins.

In no event will the retroactive application of this limitation cause the amount of a Participant's retirement income accrued as of May 31, 1989 to be reduced.

- Effective June 1, 1996, the dollar amount applicable under Code section 401(a)(17), as adjusted in accordance with Code section 415(d) (the "Section 401(a)(17) Earnings Limit"). The amount applicable to any Earnings Computation Period is the adjusted amount in effect as of the January 1 of the calendar year in which such period begins. Except as provided below, the Section 401(a)(17) Earnings Limit in effect for a calendar year applies to any period, not exceeding 12 months, over which Average Annual Earnings is determined ("determination period") and which begins in such calendar year. Average Annual Earnings for any determination period beginning prior to 1989 that is taken into account in determining a Participant's Accrued Benefit as of a date on or after January 1, 1989 but prior to January 1, 1994 is subject to the Section 401(a)(17) Earnings Limit in effect for 1989. Average Annual Earnings for any determination period beginning prior to January 1, 1994 that is taken into account in determining a Participant's Accrued Benefit as of a date on or after January 1, 1994 is subject to the Section 401(a)(17) Earnings Limit in effect for 1994. If a determination period consists of fewer than 12 months, the Section 401(a)(17) Earnings Limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

In no event will the retroactive application of this limitation cause the amount of a Participant's retirement income accrued as of May 31, 1994 to be reduced.

- For purposes of determining the Average Annual Earnings of an Employee who completes an Hour of Service on or after June 1, 2002, the Section 401(a)(17) Earnings Limit for any determination period beginning before June 1, 2002 will be the Section 401(a)(17) Earnings Limit for the 2002 year (\$200,000).

For Plan Years beginning prior to January 1, 1997, the family aggregation rules of Section 414(q)(4) of the Code will apply in applying the dollar limitations specified above.

For 12-consecutive month periods beginning before January 1, 1989, Earnings shall be limited to \$200,000 without adjustment for any cost-of-living increases that may become effective for years after 1989. In no event will the retroactive application of this limitation cause the amount of a Participant's retirement income accrued as of May 31, 1989 to be reduced.

12-consecutive month periods and Earnings history will be determined in a consistent manner for all Participants under the Plan.

Notwithstanding the foregoing, the Average Annual Earnings of a D.C. Electing Employee shall be calculated with reference to a period ending no later than May 31, 1996 for exempt employees and December 31, 1999 for non-exempt employees.

Notwithstanding any provision of the Plan to the contrary, except as provided in the preceding paragraph, a Participant's Average Annual Earnings shall be calculated with reference to a period ending no later than May 31, 2016.

2.5 Beneficiary – such person as may be designated by the Participant to receive benefits after the death of a Participant, as provided in Section 11.

2.6 Compensation

(A) For purposes of determining statutory maximum retirement income benefits as required by Code section 415 and set forth in Section 7.1 of this Plan for Plan Years beginning before January 1, 1998, the term “Compensation” means Earnings as further defined in this Section 2.6.

(B) For purposes of

- determining statutory maximum retirement income benefits as required by Code section 415 and set forth in Section 7.1 of this Plan for Plan Years beginning after December 31, 1997,
- the determination of Highly Compensated Employees as further described in this Section 2, and
- for Plan Years beginning after December 31, 1988, the top heavy provisions of Code section 416 as set forth in Section 7.2 of this Plan,

the term “Compensation” means Earnings as further defined in this Section 2, but includes the amount, if any, of elective deferrals as defined in Code section 402(g)(3) and elective contributions made by the Employer on the Employee's behalf to a cafeteria plan established in accordance with the provisions of Code section 125 (including for Plan Years beginning after December 31, 1997, any amounts not available to an Employee in cash in lieu of group health coverage because the Employee is unable to certify that he or she has other health coverage, so long as the Employer does not request or collect information regarding the Employee's other health coverage as part of the enrollment process for the Employer's health plan), a qualified transportation fringe benefit plan established in accordance with the provisions of Code section 132(f)(4) and a deferred compensation plan established in accordance with the provisions of Code section 457. Effective January 1, 2009, differential wage payments (as defined in Code section 3401(h)(2)) shall be included in Compensation.

- (C) For purposes of determining statutory maximum retirement income benefits as required by Code section 415 and set forth in Section 7.1 of this Plan, Compensation must be paid or made available to a Participant within the Limitation Year and must be paid or treated as paid to the Participant prior to his severance from employment. However, Compensation shall include compensation paid by the later of 2½ months after the Participant's severance from employment or the end of the Limitation Year in which the Participant has a severance from employment if the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours, commissions, bonuses, or other similar payments, and the payment would have been made to the Participant if he had continued in employment with the Employer.

2.7 Contingent Pensioner – such person as may be designated by the Participant to receive benefits after the death of the Participant under the optional form of benefit described in Section 10.1.

2.8 Credited Service - that portion of a Participant's Vesting Service that is included for purposes of determining the amount of his accrued retirement income.

With respect to any employment period, a Participant's Credited Service shall include employment with the Employer corresponding with Vesting Service allowed, except:

- (A) Service while the Participant is not in a non-academic Employee or classification.
- (B) Periods of employment prior to the Effective Date for Employees who did not become covered on the Effective Date.
- (C) Service prior to January 1, 1972 for Employees of the Augustinian Provincilate who did not become covered on such date.
- (D) Periods of employment during which the Employee has elected voluntary exclusion from the Plan.
- (E) Periods of employment while the Participant is covered by any other pension plan to which the Employer makes contributions on his behalf, other than the Social Security Act.
- (F) Any Plan Year in which the Participant has less than 1,000 Hours of Service.

An Employee who first becomes a Participant on June 1, 1976 will not receive Credited Service for periods prior to the date he became a Participant.

An Employee who was initially hired by the Employer prior to June 1, 1988 but after attaining age 60 and who became a Participant in this Plan on June 1, 1988 shall not receive Credited Service for periods of employment prior to the date he became a Participant.

With respect to any reemployed Employee who received a lump sum payment upon his prior Termination of Employment which was equal to the Value of his vested accrued retirement income at that time, periods of Vesting Service related to such accrued retirement income shall not be counted as Credited Service unless the prior distribution is repaid in the manner described in Section 3.3 of this Plan.

In no event will a Participant receive Credited Service for a period that is considered a break-in-service.

Notwithstanding any provision of the Plan to the contrary, except as provided in the preceding paragraph, a Participant's Average Annual Earnings shall be calculated with reference to a period ending no later than May 31, 2016.

- 2.9 D.C. Electing Employee - a D.C. Electing Employee is a Participant who makes the one-time election described in Section 4.1 to freeze the value of his or her Accrued Benefit in the Plan as of May 31, 1996 for exempt employees and as of December 31, 1999 for non-exempt employees and to become a participant in the Villanova University Retirement Savings Plan as of June 1, 1996 and January 1, 2000, respectively.
- 2.10 Direct Rollover - a Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Participant.
- 2.11 Disabled Participant - a Participant who becomes disabled and is eligible for or receiving disability benefits under any Employer-funded nongovernmental benefit program. Such Participant will be credited with both Vesting Service and Credited Service as long as he continues to collect disability benefits from the Employer's Long-Term Disability plan. A Participant who becomes disabled but does not become eligible for Employer-funded nongovernmental disability benefits will be considered to have terminated his employment and will cease accruing Vesting Service as of the earliest date allowed in the Vesting Service definition.

If a Participant's disability ceases before his Normal Retirement Date and he returns to work immediately following the cessation of his disability (within a period of time established by the Employer and applied in a uniform manner to all Disabled Participants), his Vesting Service and Credited Service will not be considered to have been interrupted. However, if he does not return promptly to work, he will be considered to have terminated his employment on the date he ceased to be disabled, his Vesting Service and Credited Service will cease as of such date and his vested benefit will be determined in accordance with the terms of the Termination of Employment and Vested Retirement Income Section.

- 2.12 Earnings - effective June 1, 1989, the term "Earnings" means total compensation received from the Employer that is required to be reported as wages for federal income tax purposes on any and all W-2 Forms completed by the Employer (or such form or forms as may replace such Form W-2 in the future), but without regard to any rules that limit remuneration included in wages based on the nature or location of the employment or the services performed. Effective December 12, 1994, a Participant's Earnings shall include

the Earnings that the Participant would have received during a period of Qualified Military Service (or, if the amount of such Earnings is not reasonably certain, the participant's average Earnings for the twelve-month period immediately preceding the Participant's period of Qualified Military Service); provided, however that the Participant returns to work within the period during which his right to reemployment is protected by law.

- 2.13 Effective Date - June 1, 1968
- 2.14 Eligible Retirement Plan - an Eligible Retirement Plan is (a) an individual retirement account described in section 408(a) of the Code, (b) an individual retirement annuity described in section 408(b) of the Code (other than an endowment contract), (c) an annuity plan described in section 403(a) of the Code, (d) a qualified plan the terms of which permit the acceptance of rollover distributions, (e) an eligible deferred compensation plan described in section 457(b) of the Code that is maintained by an eligible employer described in section 457(e)(i)(A) of the Code that shall separately account for the distribution, (f) an annuity contract described in section 403(b) of the Code, (g) effective January 1, 2008, a Roth IRA described in section 408A of the Code (subject to any applicable limitations); provided, however, that with respect to a distribution (or portion of a distribution) consisting of after-tax employee contributions, "eligible retirement plan" shall mean a plan described in clause (d) or (f) that separately accounts for such amounts or a plan described in clause (a) or (b). Effective June 1, 2010, in the case of an Eligible Rollover Distribution to a beneficiary other than a Spouse, an Eligible Retirement Plan is a plan described in clause (a), (b) or (g) that is established on behalf of the beneficiary and is treated as an inherited IRA pursuant to section 402(c)(11) of the Code.
- 2.15 Eligible Rollover Distribution - an Eligible Rollover Distribution is a distribution from the Plan, excluding (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) over the life (or life expectancy) of the individual, the joint lives (or joint life expectancies) of the individual and the individual's designated beneficiary, or a specified period of ten (10) or more years, (b) any distribution to the extent such distribution is required under section 401(a)(9) of the Code, (c) any hardship distribution.
- 2.16 Employee - any individual in the employ of the Employer who is classified as a common law employee of the Employer. The term Employee shall include any Leased Employee, unless:
- (A) Leased Employees constitute 20% or less of the Employer's work force of Employees who have performed services for the Employer on a substantially full-time basis for a period of at least one year and who are not Highly Compensated Employees; and
 - (B) Such Leased Employee is covered by a money purchase pension plan sponsored by the lessor under which:

- (1) non-integrated lessor contributions equal or exceed 10% of compensation; and
- (2) the plan provides for full and immediate vesting; and
- (3) with respect to any Leased Employee who has received compensation from the lessor in each of the last four Plan Years of at least \$1,000, the plan provides for immediate participation.

If no such plan exists, any retirement income accrued under this Plan by a Leased Employee will be reduced by the amount of retirement income funded by the lessor which is attributable to the same period of employment.

However, for purposes of determining Highly Compensated Employees, the term Employee shall not include employees who are nonresident aliens and who receive no earned income from the Employer which constitutes income from sources within the United States.

The term Employee shall not include any person whom the Employer determined, in its sole discretion based on the criteria set forth in Treas. Reg. § 31.3401(c)-1, is not a common law employee, however, if a person who is not so classified as an Employee otherwise satisfies the requirements of this Section 2.16 and is subsequently reclassified by the Employer as an Employee, such person, for purposes of this Plan shall be deemed an Employee from the later of the actual or effective date of such reclassification.

2.17 Employer - the Principal Employer and the following subsidiaries and/or affiliates of the Principal Employer that are participating in the Plan:

Augustinian Provinciate
Augustinian Monastery of Villanova

As used herein, the term "Employer" may be construed to mean all participating Employers collectively or participating Employers severally, as the case may be.

However, for purposes of:

- determining Highly Compensated Employees in accordance with Section 2.20 of this Plan;
- the Top Heavy Provisions of Section 7.2 of this Plan; and
- the limitations prescribed under Code section 415 and set forth in Section 7.1 of this Plan,

the "Employer" is the Employer who adopts this Plan and all members of a controlled group of corporations (as defined in section 414(b) of the Code as modified by section 415(h) of the Code), commonly controlled trades or businesses (as defined in section 414(c) of the Code as modified by section 415(h) of the Code), or affiliated service

groups (as defined in section 414(m) of the Code) of which the adopting Employer is a part, or any other entity required to be aggregated with the Employer in accordance with section 414(o) of the Code.

- 2.18 ERISA - the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and any regulations issued pursuant thereto.
- 2.19 Fund - the fund or funds established by separate written agreement between the Principal Employer and an insurance company and/or trustee or trustees for the purpose of accumulating contributions made in accordance with the Funding of Benefits Section and paying the benefits described in certain other Sections of this Plan.
- 2.20 Highly Compensated Employee - any Highly Compensated Active Employee or Highly Compensated Former Employee as further defined herein.

For Plan Years beginning on or after January 1, 1997, the term "Highly Compensated Employee" shall mean any Employee who performs services for the Employer during the Plan Year for which a determination is being made (the "Determination Year") and who:

- (A) was at any time in the Determination Year or the immediately preceding Determination Year a five-percent (5%) owner, as defined in section 416(i) of the Code; or
- (B) for the year immediately preceding the Determination Year, received Compensation from the Employer in excess of 130,000, as adjusted by the Secretary of the Treasury in accordance with section 415(d) of the Code.

A "Highly Compensated Former Employee" is any former Employee who separated from Service with the Employer in a Plan Year preceding the current Plan Year and was a Highly Compensated Active Employee in either:

- (C) the Plan Year in which his separation from Vesting Service occurred, or
- (D) any Plan Year ending on or after such former Employee's 55th birthday.

An Employee who performs no services for the Employer during a Plan Year (for example, by reason of a leave of absence) shall be treated as a former Employee.

- 2.21 Hour of Service - the basic component of both Credited Service and Vesting Service, and further defined as follows:
 - (1) each hour for which the Employee is either directly or indirectly paid by the Employer or entitled to payment,
 - (2) for duties performed during the applicable computation period, and for reasons other than the performance of duties such as vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or

leave of absence, irrespective of whether the employment relationship has terminated, and

- (B) any additional hours as normally would have been credited to the Employee had he worked on a non-overtime basis during the following periods:
 - (1) temporary layoff,
 - (2) leave of absence of up to two years, as authorized by the Employer pursuant to the Employer's established leave policy, and
 - (3) military leave while the Employee's reemployment rights are protected by law,

provided that any such periods qualify as Vesting Service in accordance with the terms of the Vesting Service definition, and

- (C) each hour for which back pay is either awarded or agreed to by the Employer, irrespective of mitigation of damages.

Hours of Service shall be credited to the Employee for the computation period(s) (1) in which the duties are performed or payments are due, (2) in which payments would have been due during a covered unpaid leave of absence or layoff, or (3) to which the back pay award or agreement pertains. The same Hours of Service shall not be credited under more than one paragraph of this definition.

In no event will Hours of Service be allowed and computed in a manner less liberal than the manner described in section 2530.200b-2 of the Department of Labor Regulations.

2.22 Leased Employee - any individual who performs services for the Employer such that:

- (A) the services are provided pursuant to an agreement between the Employer and any leasing organization;
- (B) the individual has performed such services for the Employer on a substantially full-time basis for a period of at least one year; and
- (C) for Plan Years beginning after December 31, 1996, such services are performed under the primary direction or control of the Employer.

2.23 Normal Retirement Date - For benefit eligibility and vesting purposes:

- (A) If the Employee became a Participant before June 1, 1988, the day on which he attains age 65.
- (B) If the Employee became a Participant on or after June 1, 1988, the day on which he attains age 65, or, if later, the fifth anniversary of his participation commencement date.

For all other purposes, the first day of the month coinciding with or next following such day.

A Participant's "participation commencement date" is the first day of the first Plan Year in which he commenced participation in the Plan.

- 2.24 Participant - any Employee who becomes covered under this Plan.
- 2.25 Plan Year - the period of 12 consecutive months commencing on each June 1.
- 2.26 Principal Employer - Villanova University.
- 2.27 RESERVED.
- 2.28 Qualified Military Service - any service in the uniformed services (as defined in Chapter 43 of Title 38, United States Code) where the Participant's right to reemployment is protected by law.
- 2.29 Retirement Date - the date the Participant terminates his employment with the Employer for purposes of retirement, in accordance with the further terms of the Plan.
- 2.30 Social Security Retirement Age - the age at which unreduced benefits are payable under the Social Security Act to a Participant. For individuals born before January 1, 1938, this is age 65. For individuals born after December 31, 1937 but before January 1, 1955, this is age 66. For individuals born after December 31, 1954, this is age 67.
- 2.31 Spouse - the individual to whom a Participant is legally married on the Participant's Annuity Commencement Date or date of death, if earlier.
- 2.32 Termination of Employment - a Participant's cessation of service for reasons other than retirement or death.
- 2.33 Value - the present value of a Participant's retirement income shall be based upon:
 - (A) The UP-1984 Mortality Table set forward one year.
 - (B) An interest rate(s) equal to the applicable interest rate(s) used by the Pension Benefit Guaranty Corporation for determining the value of retirement benefits in the event of the termination of a trusteed single-employer plan as in effect at the beginning of the Plan Year for which the Value is determined.

For a Participant who has not attained his Normal Retirement Date under the Plan, the present value is determined by multiplying the Participant's vested Accrued Benefit at Normal Retirement Date by the PBGC's Actuarial Value of \$1 based on the Participant's age as of the date the Value is determined payable at his Normal Retirement Date.

For a Participant who has attained his Normal Retirement Date under the Plan, the present value is determined by multiplying his vested Accrued Benefit by the PBGC's

Actuarial Value of \$1 per year based on the Participant's age as of the date the Value is determined.

For purposes of determining the Value of a single-sum payable to a Participant under Section 14.7(F), for Annuity Commencement Dates occurring on or after June 1, 1995, the interest rate used shall be the annual rate on 30-year Treasury securities as specified by the Commissioner of Internal Revenue in accordance with Treasury regulations under section 417(e)(3) of the Code (or such other rate that may be required under Code section 417(e)) for the second month immediately preceding the Plan Year in which the Annuity Commencement Date occurs, and the mortality shall be as described in section 417(e)(3)(A)(ii)(I) of the Code and regulations thereunder. For Annuity Commencement Dates after December 30, 2002, the 1983 Group Annuity Mortality Table, weighted 50% male and 50% female, will be replaced by the 1994 Group Annuity Reserving Table, or such other Code section 417(e)(3) applicable mortality table that is published by the Secretary of the Treasury and that is in effect during the Plan Year that begins during the calendar year to which the applicable mortality table applies. For purposes of determining the Value of a single-sum payable to a Participant under Section 14.7(F), for Annuity Commencement Dates occurring on or after June 1, 2008, the interest rate used shall be the applicable interest rate defined in Code section 417(e)(3), as amended by the Pension Protection Act of 2006, for the second month immediately preceding the Plan Year in which the Annuity Commencement Date occurs, and the mortality table shall be the applicable mortality table as defined under Code section 417(e)(3), as amended by the Pension Protection Act of 2006, that is published by the Secretary of the Treasury and that is in effect during the Plan Year that begins during the calendar year to which the applicable mortality table applies.

2.34 Vesting Percentage - the percentage that may be applied to a Participant's Accrued Benefit in accordance with the further terms of the Plan as determined below:

<u>Years of Vesting Service</u>	<u>Percentage</u>
5 or more years:	100%
Less than 5 years:	0%

provided, however, that when an active Participant attains his Normal Retirement Date, his Vesting Percentage will be 100%.

With respect to a Plan amendment that changes the vesting formula, each Participant who has no less than three years of Vesting Service within the election period further described below will be eligible to elect to have his Vesting Percentage computed without regard to such amendment. Such election must be made in writing to the Employer at any time during the election period beginning on the date the plan amendment is adopted and ending not later than the latest of the following dates:

- (A) 60 days after the amendment is adopted;
- (B) 60 days after the effective date of the amendment;
- (C) 60 days after the date the Participant is given written notice of the amendment by the Employer or the plan Administrator.

2.35 Vesting Service - employment with the Employer commencing on the Employee's earliest employment date and ending on the earliest of his Termination of Employment date, Retirement Date, or date of death. For the purposes of these provisions, an Employee's "employment date" is the first day for which the Employee is credited with an Hour of Service.

An Employee's Vesting Service, as well as his service for participation purposes, shall be determined in accordance with the following rules:

- (A) With respect to any employment periods prior to June 1, 1987, an Employee's Service will be determined in accordance with the terms of the Plan as in effect on May 31, 1987.
- (B) With respect to any employment periods on and after June 1, 1987, an Employee will be credited with one year of Service for each Plan Year during which he has at least 1,000 Hours of Service.

If in any Plan Year an Employee has less than 1,000 Hours of Service but more than 500 Hours of Service, no Vesting Service will be credited for such Plan Year, but a "break-in-service" will not be deemed to have occurred.

If in any Plan Year an Employee has 500 or less Hours of Service, no Vesting Service will be credited for such Plan Year and a break-in-service will be deemed to have occurred as of the beginning of such Plan Year. Solely for purposes of determining whether a one year break-in-service has occurred in a Plan Year, an Employee who is absent from work for maternity or paternity reasons shall receive credit for up to 501 Hours of Service which would otherwise have been credited to such Employee but for such absence or, in any case in which such hours cannot be determined, eight Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Employee, (2) by reason of a birth of a child of the Employee, (3) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a break-in-service in that period, or (2) in all other cases, in the following Plan Year.

- (C) Vesting Service prior to a break-in-service which occurs before June 1, 1987 will be determined in accordance with the terms of the Plan as of the date the break-in-service occurred.
- (D) If an Employee who has a break-in-service which occurs after June 1, 1987 is later reemployed by the Employer, the following special rules shall apply:

Vesting Service prior to his most recent break-in-service shall be counted along with any Vesting Service earned after the Employee's reemployment date, if:

- (1) he was entitled to any vested retirement income attributable to Employer contributions in accordance with Section 6 prior to his most recent break-in-service, or
- (2) he was not entitled to any vested retirement income attributable to Employer contributions and the length of his latest consecutive breaks-in-service did not equal or exceed the greater of:
 - (a) the Employee's aggregate number of years of prebreak Vesting Service; or
 - (b) 5 years.

If a reemployed Employee fails to meet any of the tests described in (1) or (2) above, any Vesting Service earned prior to his most recent break-in-service shall be disregarded.

For the purposes of these provisions, an Employee's "reemployment date" is the first day for which the Employee is credited with an Hour of Service following a break-in-service.

- (E) Absence from employment shall be counted as Vesting Service if the following circumstances apply:
- (1) temporary layoff,
 - (2) leave of absence of up to two years, as authorized by the Employer pursuant to the Employer's established leave policy.
 - (3) military leave for periods of Qualified Military Service while the Employee's reemployment rights are protected by law,
 - (4) provided that the Employee returns to active employment with the Employer when recalled (if temporary layoff), within two years (if leave of absence), or within 90 days after he becomes eligible for release from active duty (if military leave). If the Employee does not return to active employment with the Employer, his Vesting Service will be deemed to have ceased on the date his absence commenced.

The Employer's leave policy shall be applied in a uniform and nondiscriminatory manner to all Employees under similar circumstances.

- (F) For purposes of determining an Employee's eligibility and vesting status for periods while the Employee is absent from work for reasons covered under the Family and Medical Leave Act, Vesting Service will be credited in accordance with and to the extent required by the provisions of the Family and Medical Leave Act.

- (G) Vesting Service, but not Credited Service, shall be credited to an Employee for purposes of determining his eligibility and vesting status, for periods of employment with other members of an affiliated service group (under Code section 414(m)), a controlled group of corporations (under Code section 414(b)), or a group of trades or businesses under common control (under Code section 414(c)), of which his Employer is a member, or any other entity required to be aggregated with the Employer in accordance with section 414(o) of the Code.
- (H) Employment with a predecessor company shall be counted as Vesting Service to the extent required by ERISA.
- (I) Periods during which an Employee is a Disabled Participant shall count as Vesting Service.
- (J) No Vesting Service will be credited for any period after June 1, 1987 during which an Employee is covered under the Villanova University Retirement Savings Plan.

SECTION 3 PARTICIPATION

3.1 Date of Participation

Each Employee who was a Participant on May 31, 2021 and whose Vesting Service had not previously ceased will continue to be a Participant under this Plan on and after June 1, 2021.

Each other Employee will become a Participant under this Plan on the June 1 or December 1 following the date when he first meets all of the following requirement(s):

- he is a non-academic Employee.
- he is not eligible to receive employer contributions under the Villanova University Retirement Savings Plan.
- has completed one year of service.

For the purposes of this Section, “one year of service” means the first consecutive 12-month period beginning with the Employee’s employment date or reemployment date, as the case may be, provided he has at least 1,000 Hours of Service within such period; otherwise the first Plan Year following the Employee’s employment or reemployment date within which he has at least 1,000 Hours of Service. An Employee’s “employment date” is the first day for which the employee is credited with an Hour of Service; his “reemployment date” is the first day for which he is credited with an Hour of Service following a break-in-service.

An Employee who is credited with 1,000 Hours of Service in both the first 12-month period immediately following his employment date or reemployment date, as the case may be, and the first Plan Year following such employment date or reemployment date, will be credited with two years of service for purposes of eligibility to participate and determining whether credit for prior service shall be given following a break-in-service.

An Employee who was initially hired by the Employer prior to June 1, 1988 after attaining age 60 will become a Participant in this Plan on June 1, 1988 or the June 1 or December 1 thereafter when he first meets the requirements specified above.

For purposes of determining whether such Employee has met the preceding service requirement, service prior to June 1, 1988 shall be counted.

Notwithstanding the foregoing, after May 31, 1999 there will be no new participants admitted to the Plan.

3.2 Reemployment After Break-in-Service

If an Employee becomes reemployed after a break-in-service, as described in the Vesting Service definition in Section 2.35, he will become a Participant in this Plan on the first

day in which he performs an Hour of Service, provided he was a Participant in the Plan prior to his break-in-service and provided he meets all of the requirements of Section 3.1.

Any other reemployed Employee will become a Participant on the June 1 or December 1 when he meets all of the requirements of Section 3.1. For the purposes of determining a Participant's postbreak Vesting Service, Vesting Service shall be counted from the first day in which he performs an Hour of Service upon his reemployment.

3.3 Repayment of Prior Distribution Upon Reemployment

If a Participant who is less than 100% vested received a lump sum payment equal to the Value of his vested accrued retirement income at the time of his latest break-in-service, he may restore the Credited Service he lost when he received the distribution by repaying the amount of the distribution he received plus interest. The interest on such amount will be computed for the number of full calendar months from the date of distribution to the date of repayment at the rate of 5% compounded annually. In the event the Value of the Participant's vested accrued retirement income was zero, he will be deemed to have made a payment equal to the Value of his vested accrued retirement income plus interest upon his reemployment.

Such repayment may be made at any time prior to the latest of the following dates:

- (A) The fifth anniversary of the Participant's reemployment date.
- (B) The end of a period of five consecutive one-year breaks-in-service following the date the Participant received the distribution.
- (C) The Participant's Annuity Commencement Date.

SECTION 4 NORMAL RETIREMENT INCOME

4.1 Basic Formula

Effective June 1, 1989, the yearly amount of basic retirement income payable on or after Normal Retirement Date under the Plan is determined as follows:

1% of the Participant's Average Annual Earnings up to \$7,800, plus 1.25% of the portion of his Average Annual Earnings in excess of \$7,800 multiplied by the number of his years of Credited Service. Notwithstanding the foregoing, for any Participant or former Participant whose Retirement Date is from June 1, 1998 through December 31, 1999 or for any Participant or former Participant who retires after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees and is not a D.C. Electing Employee, the yearly amount of basic retirement income payable on or after Normal Retirement Date under the Plan is 1.25% of such Participant's or former Participant's entire Average Annual Earnings.

In no event will a reduction in Average Annual Earnings cause the retirement income determined for a Participant on his Normal Retirement Date to be less than the highest amount of retirement income the Participant would have received on the same form of payment had his Vesting Service ceased at any time prior to his Normal Retirement Date when he was eligible to receive an immediate retirement income.

Moreover, in no event will the total yearly amount of retirement income to be provided for a reemployed Participant on account of all periods of employment be greater than the yearly amount of retirement income which would have been provided for him if his prior cessation of Vesting Service had not occurred.

Notwithstanding anything herein to the contrary, the yearly amount of basic retirement income payable on or after Normal Retirement Date to any Participant who elects, in the time and manner prescribed by the Plan Administrator, to freeze his or her Accrued Benefit under the Plan as of May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees and to be D.C. Electing Employee, shall be calculated by reference to such D.C. Electing Employee's Average Annual Earnings and Credited Service as if such D.C. Electing Employee's Retirement Date occurred no later than May 31, 1996 or December 31, 1999, respectively.

Notwithstanding any provision of the Plan to the contrary, except as provided in the preceding paragraph, the yearly amount of basic retirement income payable on or after Normal Retirement Date to any Participant shall be calculated by reference to such Participant's Average Annual Earnings and Credited Service as if such Participant's Retirement Date occurred no later than May 31, 2016. In no event shall any Participant's Accrued Benefit increase after May 31, 2016.

4.2 Eligibility and Commencement - Normal Retirement Income

Each Participant who retires from the employ of the Employer on his Normal Retirement Date will receive a normal retirement income commencing on his Annuity Commencement Date.

4.3 Amount of Normal Retirement Income

The yearly amount of normal retirement income payable to such Participant will be equal to the amount described in subsections (A), (B) or (C) below, whichever applies:

- (A) If the Participant has a Spouse as of his Annuity Commencement Date and does not elect to receive his retirement income on the basis of any other form of payment provided under this Plan:

The Participant's yearly retirement income shall be paid on the basis of the Joint and Survivor form and shall be determined by multiplying (1) by (2) below, where:

- (1) equals the amount determined in Section 4.1, and
- (2) equals the Joint and Survivor Adjustment Factor appropriate for the ages of the Participant and the Spouse.

- (B) If the Participant either does not have a Spouse as of his Annuity Commencement or elects to receive his retirement income under the Life - No Death Benefit form of payment as described in the Normal Form of Payment Section:

The Participant's yearly retirement income shall be the amount determined in Section 4.1.

- (C) If in lieu of the alternatives specified in (A) or (B) above, the Participant elects to receive his retirement income on the basis of one of the optional forms of payment provided in accordance with the further terms of the Plan:

The Participant's yearly retirement income shall be determined by adjusting the amount determined in Section 4.1 in the manner described in the appropriate Optional Forms of Payment Section.

SECTION 5 EARLY AND LATE RETIREMENT INCOME

5.1 Eligibility and Commencement - Early Retirement Income

Each Participant who retires from the employ of the Employer within the 10-year period immediately preceding his Normal Retirement Date may elect to receive an early retirement income, provided he has completed 10 years of Vesting Service. Payment of this retirement income will commence on the first day of any month between the Participant's Early Retirement Date and his Normal Retirement Date, as specified by the Participant in his election.

5.2 Amount of Early Retirement Income

The yearly amount of early retirement income payable to such Participant will be equal to the amount described in the applicable subsection or subsections of Section 4.3, based on Credited Service to the date the Participant's employment ceases (provided, however, that the Credited Service of a D.C. Electing Employee shall not accrue after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees, and provided further that the Credited Service of any other Participant shall not accrue after May 31, 2016), and then adjusted by multiplying by the appropriate early retirement Adjustment Factor.

5.3 Eligibility and Commencement - Special Early Retirement Income

Each full-time active Participant who attained age 62 on or before August 31, 1992 may have elected a special early retirement income, provided he has completed 10 years of Vesting Service and will retire with medical benefits. In order to qualify for this special retirement, a Participant must make the election between May 1, 1992 and June 30, 1992. The actual retirement must take place between July 1, 1992 and August 31, 1992.

5.4 Amount of Special Early Retirement Income

The yearly benefit amount payable to a Participant who qualifies for this special early retirement will be equal to the amount described in the applicable subsection or subsections of Section 4.3, based on the number of years of Credited Service the Participant has as of the date his employment ceases (provided, however, that the Credited Service of a D.C. Electing Employee shall not accrue after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees, and provided further that the Credited Service of any other Participant shall not accrue after May 31, 2016), plus an additional 3 years of Credited Service. In addition, 3 years shall be added to the age of such Participant, thereby eliminating the applicability of an early retirement Adjustment Factor..

5.5 Eligibility and Commencement - Late Retirement Income

Each Participant whose employment with the Employer continues after his Normal Retirement Date will receive a late retirement income commencing on the first day of the

month coinciding with or next following the calendar month in which his employment ceases by reason other than death.

5.6 Amount of Late Retirement Income

Effective June 1, 1988, the yearly amount of late retirement income payable to such Participant will be equal to the greater of (A) or (B), below, where

- (A) is the amount described in the applicable subsection or subsections of Section 4.1, as in effect on the Participant's Retirement Date, but based only on the Participant's Credited Service and Earnings (provided, however, that a D.C. Electing Employee's Credited Service and Earnings shall not accrue, or be determined with reference to Earnings, after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees, and provided further that Credited Service and Earnings shall not accrue for any other Participant, or be determined with reference to Earnings, after May 31, 2016) determined as of his Normal Retirement Date, and then adjusted by multiplying by the appropriate late retirement Adjustment Factor; and
- (B) is the amount described in the applicable subsection or subsections of Section 4.1, as in effect on the Participant's Retirement Date and based on the Participant's Credited Service and Earnings (provided, however, that a D.C. Electing Employee's Credited Service and Earnings shall not accrue, or be determined with reference to Earnings, after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees, and provided further that Credited Service and Earnings shall not accrue for any other Participant, or be determined with reference to Earnings, after May 31, 2016) determined as of his Retirement Date.

However, for each Plan Year during which a Participant is still an Employee following his Normal Retirement Date and receives retirement income payments as required by the provisions of Section 9.8 of this Plan, the additional retirement income accrued in accordance with the preceding paragraph shall be reduced (but not below zero) by the actuarial equivalent of the total retirement income payments made under this Plan to such Participant by the end of the applicable Plan Year.

SECTION 5A - DISABILITY RETIREMENT

5A.1 Definition of Disability

For the purposes of the Plan, a Participant is permanently and totally disabled when he suffers a condition of bodily injury or disease which renders him wholly unable to engage in any occupation or employment for wage or profit and which is expected to be permanent and continuous during the remainder of his life, exclusive of a condition resulting from military service for which a government pension is payable.

In determining whether or not a Participant is or continues to be disabled, the Employer may require the Participant to furnish such medical evidence or other relevant data as the Employer deems necessary or desirable. Failure of a Participant to furnish such evidence or data when requested shall be sufficient reason for the Employer to determine that the Participant is not or is no longer disabled.

A Participant will not cease to be deemed disabled solely because he engages in gainful employment for purposes of rehabilitation as approved by the Employer.

5A.2 Eligibility and Terms of Payment

Effective June 1, 1989, each Participant who becomes disabled will receive a disability retirement benefit commencing on his Normal Retirement Date, provided he met the following requirements on the date he became disabled:

- (A) he was actively employed and accruing Vesting Service
- (B) he had attained age 40
- (C) he had accrued at least 10 years of Vesting Service

and provided he is covered by a Long-Term Disability (LTD) plan sponsored by the Employer, is approved to receive life benefits, and postpones electing to receive disability retirement income under this Plan while receiving LTD benefits.

Furthermore, the Participant must be entitled to Disability Insurance Benefits under the Social Security Act.

5A.3 Amount of Disability Retirement Income

Effective June 1, 1989, the yearly amount of such Participant's disability retirement income is the same as the yearly amount of retirement income computed in accordance with Section 4.1 (based on Credited Service to the Participant's Annuity Commencement Date; provided, however, that a D.C. Electing Employee's Credited Service shall not accrue after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees, and provided further that the Credited Service of any other Participant shall not accrue after May 31, 2016), except his final Earnings will be determined as of his date of disability (provided, however, that a D.C. Electing Employee's final Earnings will

not be determined with reference to periods after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees, and provided further that final Earnings for any other Participant will not be determined with reference to periods after May 31, 2016). In determining a Disabled Participant's Credited Service during the period of his disability, such a Participant will be awarded Credited Service until the earliest of:

- (A) his Normal Retirement Date, or
- (B) the date he elects to receive retirement income payments from the Plan, or
- (C) the date his LTD payments end.

Provided, however, that a D.C. Electing Employee's Credited Service shall not accrue after May 31, 1996 for exempt employees or December 31, 1999 for non-exempt employees and provided further that the Credited Service of any other Participant shall not accrue after May 31, 2016.

Any Participants receiving disability benefits as of May 31, 1989 based on the provisions of the Plan as in effect on May 31, 1987 shall continue to receive their benefits on such basis.

SECTION 6 TERMINATION OF EMPLOYMENT AND VESTED RETIREMENT INCOME

6.1 Eligibility and Commencement - Vested Retirement Income

Each Participant whose Termination of Employment occurs, and who will not receive early or normal retirement income in accordance with the preceding Sections, will be eligible to receive a vested retirement income commencing upon his Normal Retirement Date, provided he is vested.

At any time within the 10-year period immediately preceding his Normal Retirement Date, a Participant may instead elect to receive retirement income commencing on the first day of any month following the date the election is made, provided he has completed 10 years of Vesting Service. Such election must specify the date the retirement income will commence.

6.2 Amount of Vested Retirement Income

The yearly amount of vested retirement income payable to such Participant will be equal to the amount described in Section 4.3, as in effect on his Termination of Employment date, based on Credited Service to the date the Participant's employment ceases, and then adjusted by multiplying by the appropriate early retirement Adjustment Factor.

Anything herein to the contrary notwithstanding, if the Participant's Termination of Employment occurred prior to June 1, 1976, he will receive his retirement income on the Normal Form of Payment described in Section 9.2 unless he has elected an optional form of payment.

If the Value of the Participant's retirement income does not exceed \$5,000 at the time that Termination of Employment occurs, the Value of the Participant's vested retirement income shall be paid in a lump sum in lieu of all future benefits, as determined in accordance with Sections 2.33 and 14.7(F).

Regardless of the Participant's marital status, if the Value exceeds \$5,000, the Participant is eligible to receive retirement income in accordance with Section 9.1 and 9.2, as if his Termination of Employment date was his Retirement Date. In the event a Participant makes no election in accordance with the terms of Section 6.1 on his Termination of Employment date, his Retirement Date will be his Normal Retirement Date provided under the Plan.

Such lump sum payment will only be made if the Value of such retirement income does not exceed \$5,000.

For purposes of this section, a Participant will be deemed to have received an immediate distribution of his vested retirement income if the Value of such retirement income is equal to zero.

6.3 Limited Distribution Window for Terminated Vested Participants

A Participant who, as of March 1, 2013, (a)(i) has had a Termination of Employment (regardless of his age as of such date), or (ii) has terminated employment with the Employer and is eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively; (b) has not commenced benefits under the Plan; and (c) has an Accrued Benefit with a present value of less than \$30,000 as of May 1, 2013, may elect to receive his Accrued Benefit in the form of a one-time lump-sum payment by filing the election form designated by the Employer for that purpose with the Plan Administrator postmarked no later than April 15, 2013.

The lump-sum payment shall be equal to the present value of the actuarial equivalent of the Participant's Accrued Benefit payable immediately in the form of a straight life annuity. For this purpose, actuarial equivalence shall be determined using the applicable mortality table under Code section 417(e)(3) and the applicable interest rate under Code section 417(e)(3) for April 2012. A Participant who elects a lump-sum payment under this Section 6.3 and has a Spouse on his benefit commencement date shall be required to meet the spousal consent rules set forth in Section 9.4.

A lump-sum payment to the Participant under this Section 6.3 shall be in lieu of any other benefits and in complete discharge of all obligations to the Participant under the Plan.

A Participant described in this Section 6.3 who is eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively, may elect to receive, in lieu of a lump-sum payment, his Accrued Benefit in the normal and optional forms of payment described in both Sections 9 and 10 of the Plan.

A Participant described in this Section 6.3 who is not yet eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively, may elect to receive, in lieu of a lump-sum payment, a Life-No Death Benefit form of payment (as set forth in Section 9.2), a 50% Joint and Survivor form of payment, if the Participant has a Spouse on his benefit commencement date (in accordance with the rules set forth in Section 9.1), or a 75% Joint and Survivor form of payment, if the Participant has a Spouse on his benefit commencement date (in accordance with the rules set forth in Section 9.1).

A Participant who elects to receive his Accrued Benefit under this Section 6.3 shall have a benefit commencement date of May 1, 2013. Sections 3.2 and 3.3 of this Plan shall not apply to such a Participant.

6.4 2017 Limited Distribution Window for Terminated Vested Participants

A Participant who, as of September 1, 2017, (a)(i) has had a Termination of Employment (regardless of his or her age as of such date), or (ii) has terminated employment with the Employer and is eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively; (b) has not commenced benefits under the Plan (or has not been required to commence benefits under Section 9.10(g) of the Plan); and (c) has an Accrued Benefit with a present value of \$50,000 or less as of December 1, 2017, may elect to receive his or her Accrued Benefit in the form of a one-time lump-sum payment

by filing the election form designated by the Employer for that purpose with the Plan Administrator postmarked no later than October 31, 2017, provided however, that in the event that a Participant files an incomplete election with the Plan Administrator by October 31, 2017, he or she may correct and complete a lump sum election to participate in this window program if the fully completed election form is postmarked by November 10, 2017.

The lump-sum payment shall be equal to the present value of the actuarial equivalent of the Participant's Accrued Benefit payable immediately in the form of a straight life annuity. For this purpose, actuarial equivalence shall be determined using the applicable mortality table under Code section 417(e)(3) and the applicable interest rate under Code section 417(e)(3) for April, 2017. A Participant who elects a lump-sum payment under this Section 6.4 and has a Spouse on his or her benefit commencement date shall be required to meet the spousal consent rules set forth in Section 9.4.

A lump-sum payment to the Participant under this Section 6.4 shall be in lieu of any other benefits and in complete discharge of all obligations to the Participant under the Plan.

A Participant described in this Section 6.4 who is eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively, may elect to receive, in lieu of a lump-sum payment, his or her Accrued Benefit in the normal and optional forms of payment described in both Sections 9 and 10 of the Plan.

A Participant described in this Section 6.4 who is not yet eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively, may elect to receive, in lieu of a lump-sum payment, a Life-No Death Benefit form of payment (as set forth in Section 9.2), a 50% Joint and Survivor form of payment, if the Participant has a Spouse on his or her benefit commencement date (in accordance with the rules set forth in Section 9.1), or a 75% Joint and Survivor form of payment, if the Participant has a Spouse on his or her benefit commencement date (in accordance with the rules set forth in Section 9.1).

A Participant who elects to receive his or her Accrued Benefit under this Section 6.4 shall have a benefit commencement date of December 1, 2017. Sections 3.2 and 3.3 of this Plan shall not apply to such a Participant.

6.5 Limited Distribution Window Upon Plan Termination

Any Participant who (a) has not commenced benefits under the Plan (or has not been required to commence benefits under Section 9.10(G) of the Plan) as of first day of the Termination Election Period, defined below in this paragraph or (b) commenced benefits under the Plan after June 8, 2021 may elect to receive his or her Accrued Benefit in the form of a one-time lump-sum payment by filing the election form designated by the Employer for that purpose with the Plan Administrator postmarked or delivered no later than the last date of the Termination Election Period. The "Termination Election Period" shall be defined as the 30 – 60 day period during which an eligible participant may elect to receive his or her Accrued Benefit in the form of a one-time lump sum payment in

connection with the termination of the Plan pursuant to this Section 6.5, as determined by the Employer and communicated to Participants as soon as administratively practicable following the date the Plan Administrator receives the necessary or desirable governmental approvals for the termination of the Plan.

The lump-sum payment shall be equal to the present value of the actuarial equivalent of the Participant's Accrued Benefit payable immediately in the form of a straight life annuity. For this purpose, actuarial equivalence shall be determined using the applicable mortality table under Code section 417(e)(3) and the applicable interest rate under Code section 417(e)(3) for April in the Plan Year immediately prior to the Termination Election Period. A Participant who elects a lump-sum payment under this Section 6.5 and has a Spouse on his or her benefit commencement date shall be required to meet the spousal consent rules set forth in Section 9.4.

A lump-sum payment to the Participant under this Section 6.5 shall be in lieu of any other benefits and in complete discharge of all obligations to the Participant under the Plan.

A Participant described in this Section 6.5 who is eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively, may elect to receive, in lieu of a lump-sum payment, his or her Accrued Benefit in the normal and optional forms of payment described in both Sections 9 and 10 of the Plan.

A Participant described in this Section 6.5 who is not otherwise eligible to receive early, normal or late retirement income under Section 5.1, 4.2 or 5.5, respectively, but is eligible for benefit commencement due to the termination of the Plan and this Section 6.5, may elect to receive, in lieu of a lump-sum payment, a Life-No Death Benefit form of payment (as set forth in Section 9.2), a 50% Joint and Survivor form of payment, if the Participant has a Spouse on his or her benefit commencement date (in accordance with the rules set forth in Section 9.1), or a 75% Joint and Survivor form of payment, if the Participant has a Spouse on his or her benefit commencement date (in accordance with the rules set forth in Section 9.1).

A Participant who elects to receive his or her Accrued Benefit under this Section 6.5 shall have a benefit commencement date determined by the Plan Administrator that is as soon as administratively feasible under the facts and circumstances following October 31, 2021. Sections 3.2 and 3.3 of this Plan shall not apply to such a Participant.

SECTION 6A - DIRECT ROLLOVERS

6A.1 Direct Rollovers of Eligible Rollover Distributions

Notwithstanding any provision of the Plan as described in Section 6 to the contrary that would otherwise limit a Participant's election under this Section, a Participant may elect, at the time and in the manner prescribed by the Plan Administrator, as defined in Section 14, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover, except as otherwise provided by the Employer's administrative procedures as permitted by regulations.

For purposes of this Section, the definition of Participant includes an Employee or former Employee, the Employee's or former Employee's surviving Spouse, the Employee's or former Employee's non-Spouse beneficiary, and the Employee's or former Employee's Spouse who is an alternate payee under a Qualified Domestic Relations Order.

In addition, a Participant's election of a Direct Rollover shall be subject to the following requirements:

- (A) If the Participant elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan in a Direct Rollover, that portion must be equal to at least \$500.
- (B) If the entire amount of a Participant's Eligible Rollover Distribution is \$500 or less, the distribution may not be divided. Instead, the entire amount must either be paid to the Participant or to an Eligible Retirement Plan in a Direct Rollover.
- (C) A Participant may not elect a Direct Rollover if the Participant's Eligible Rollover Distributions during a year are reasonably expected by the Plan Administrator to total less than \$200.

SECTION 7 SPECIAL RETIREMENT INCOME BENEFITS PROVISIONS

7.1 Statutory Maximum Retirement Income Benefits

The statutory maximum amount of yearly retirement income payable during any Limitation Year shall be determined in accordance with the further provisions of this Section 7.1. For the purposes of this Section 7.1, the term "Limitation Year" shall mean a calendar year.

(A) Basic Limitation

Regardless of any other provisions of this Plan, other than paragraphs (B)(5), (C) and (D) below, the amount of yearly retirement income payable hereunder for any Limitation Year shall not exceed the lesser of (1) the dollar limitation in effect for the Limitation Year under Code section 415(b)(1)(A), as adjusted pursuant to Code section 415(d), or (2) 100% of the Participant's average annual Compensation determined with reference to the three consecutive Limitation Years in which he received the highest aggregate Compensation from the Employer (referred to hereinafter in this Section 7.1 as "Highest Average Compensation").

(B) Secondary Limitations

The Basic Limitation shall be reduced or increased, as applicable, for the following situations if they are applicable:

- (1) Form of Retirement Income other than Life-No Death Benefit, Joint and Survivor, or Contingent Pensioner (with Spouse as Contingent Pensioner).

If the retirement income is payable in a form other than Life-No Death Benefit, or Joint and Survivor, or Contingent Pensioner with the Participant's Spouse designated as Contingent Pensioner with Life-No Death Benefit as the basic form of payment, the Participant's benefit shall be adjusted to an actuarially equivalent straight life annuity equal to the greater of (i) the annual amount of the straight life annuity (if any) payable to the Participant commencing at the same Annuity Commencement Date as the form of benefit payable to the Participant; or (ii) the annual amount of the straight life annuity commencing at the same Annuity Commencement Date that has the same actuarial present value as the form of benefit payable to the Participant, computed using a 5% interest rate and the mortality table specified in paragraph (6) below.

However, if a Participant's benefit is payable in a form subject to section 417(e)(3) of the Code, the limits of this Section 7.1 shall be applied with respect to the actuarial equivalent of such benefit in the form of a straight life annuity. The actuarial equivalent of such form of benefit shall be the greater of the amount determined by using (i) the interest rate and mortality table reflected in the appropriate Adjustment Factor, or (ii) a 5%

interest rate and the mortality table specified in paragraph (6) below. Effective for distributions with benefit commencement dates occurring in Plan Years beginning in 2004 or 2005, the actuarial equivalent of such benefit shall be the greater of the amount determined by using (i) the interest rate and mortality table reflected in the appropriate Adjustment Factor, or (ii) a 5.5% interest assumption and the mortality table specified in paragraph (6) below. Effective for distributions with benefit commencement dates occurring in Plan Years beginning in 2006 or later, the actuarial equivalent of such form of benefit shall be the greatest of the amount determined by using (i) the interest rate and mortality table reflected in the appropriate Adjustment Factor, (ii) a 5.5% interest assumption and the mortality table specified in paragraph (6) below, or (iii) the rate that provides a benefit of not more than 105% of the benefit that would be provided if the applicable interest (as defined in section 417(e)(3) of the Code) were the interest rate assumption and the mortality table specified in paragraph (6) below.

(2) Less Than 10 Years of Service or Participation

If the Participant has less than 10 full years of service, then the Compensation limitation in paragraph (A), the Minimum Retirement Income described in paragraph (C), and the Limitation for Participation in one or more Defined Contribution Plans set forth in paragraph (G) shall be reduced by multiplying the limitation or Minimum Retirement Income, as appropriate, by a fraction, the numerator of which is the Participant's years of service (computed to the nearest full month, but not less than one year) and the denominator of which is 10.

If the Participant has completed less than 10 full years of participation in the Plan, the dollar limitation in paragraph (A) shall be reduced by multiplying such limitation by a fraction, the numerator of which is the Participant's years of participation (computed to the nearest full month, but not less than one year) and the denominator of which is 10.

In no event shall these reductions reduce either the Basic Limitation or the Minimum Retirement Income to less than one-tenth of the otherwise applicable limitation.

(3) Commencement of Retirement Income Prior to Age 62

If the Participant's benefits become payable before age 62, the dollar limitation shall be adjusted to the actuarial equivalent of the dollar limitation for a pension beginning at age 62. To determine actuarial equivalence, the actuarial equivalent of the dollar limitation applicable to benefits commencing at age 62 shall be the lesser of (i) the equivalent amount using an interest rate of 5% and the mortality table specified in paragraph (6) below, or (ii) the defined benefit dollar limitation multiplied

by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan to the annual amount of the straight life annuity under the Plan commencing at age 62, with both annual amounts determined without applying the rules of section 415 of the Code.

(4) Commencement of Retirement Income After Age 65

If a Participant's retirement income commences after age 65, the dollar limitation shall be adjusted to the actuarial equivalent of the dollar limitation for a pension beginning at age 65. To determine actuarial equivalence, the actuarial equivalent of the dollar limitation applicable to benefits commencing at age 65 shall be the lesser of (i) the equivalent amount using an interest rate of 5% and the mortality table specified in paragraph (6) below, or (ii) the defined benefit dollar limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan to the annual amount of the adjusted age 65 straight life annuity, with both annual amounts determined without applying the rules of section 415 of the Code. The adjusted straight life annuities described in this subparagraph shall be determined in the manner prescribed under Treas. Reg. § 1.415(b)-1(e)(2).

(5) Protection of Prior Accrued Retirement Income

The dollar limitation described in paragraph (A) will not reduce any Participant's retirement income accrued as of December 31, 1982, subject to the provision of section 415 of the Code as then in effect.

(6) For purposes of this Section 7.1: (A) for Annuity Commencement Dates before December 31, 2002, the mortality table described in section 417(e)(3)(A)(ii)(I) of the Code refers to the 1983 Group Annuity Mortality Table, weighted 50% male and 50% female, and for Annuity Commencement Dates after December 30, 2002, such table refers to the 1994 Group Annuity Reserving Table, or such other mortality table specified by the Internal Revenue Service pursuant to Code section 415(b)(2)(E)(v), and (B) the increase in the dollar limitation described under Code section 415(b)(1)(A) that is effective January 1, 2002 will only apply to an Employee who completes an Hour of Service on or after January 1, 2002.

(C) Minimum Retirement Income

If the Participant's yearly retirement income is not more than \$10,000, as adjusted in accordance with paragraph (B)(2) above, the Participant may receive such amount without regard to the other secondary limitations, provided the Participant did not at any time participate in a defined contribution plan maintained by the Employer. Solely for the purposes of this paragraph (C), the participant

contributions portion of a defined benefit plan shall not be considered a defined contribution plan.

(D) Cost-of-Living Limitation Adjustment

Effective January 1, 1988, and each January 1 thereafter, the maximum dollar limitation of paragraph (A) above will be automatically adjusted to the new dollar limitation determined by the Commissioner of Internal Revenue for that calendar year. The new limitation will apply to Limitation Years in which the dollar limitation is changed.

(E) Participation in More Than One Defined Benefit Plan

If the Participant participated in more than one defined benefit plan maintained by the Employer regardless of whether any such plans are terminated, the statutory maximum retirement benefit shall be determined as if there were just one defined benefit plan, but the retirement income so determined will apply on a pro rata basis between, or among, such plans.

(F) Discrepancy With Code

The limitations set forth in this Section 7.1 are intended to comply with the provisions of section 415 of the Code and any regulations issued pursuant thereto, so that the maximum retirement income shall be exactly equal to the maximum amount allowed under said section 415, and any regulations issued pursuant thereto. Should there be any discrepancy between the provisions of this Section 7.1 and those of said section 415 and any regulations issued pursuant thereto, such discrepancy shall be resolved by giving full effect to the provisions of said section 415 and any regulations issued pursuant thereto.

7.2 Top-Heavy Provisions

The following provisions shall become effective in any Plan Year subsequent to the 1983 Plan Year in which this Plan is a Top-Heavy Plan.

The provisions of this Section 7.2 will apply to both active and frozen plans and, with the exception of the Minimum Retirement Income Benefit and Minimum Vesting Percentage provisions, will apply to any terminated plans which were maintained at any time during the five years ending on the Determination Date.

(A) Top-Heavy Plan Status. This Plan will be a Top-Heavy Plan as of a Determination Date if:

- (1) this Plan is not a Plan that is required to be aggregated and the ratio of the Present Value of Accrued Benefits of Participants who are Key Employees to the Present Value of the Accrued Benefits of all Participants in the Plan exceeds 6/10; or

- (2) this Plan is part of a Required Aggregation Group and the ratio of the Present Value of Accrued Benefits of Participants who are Key Employees to the Present Value of Accrued Benefits of all Participants in the Required Aggregation Group exceeds 6/10.

Notwithstanding anything in (A)(2) to the contrary, the determination of whether this Plan is a Top-Heavy Plan as of a Determination Date shall be made after aggregating all plans in the Required Aggregation Group, and after aggregating any other plans which are in the Permissive Aggregation Group, if such permissive aggregation thereby eliminates the Top-Heavy status of the Required Aggregation Group. Regardless of the results of any aggregation, a plan that was not part of the Required Aggregation Group will not be Top-Heavy.

(B) Key Employee. The term "Key Employee" means any Employee or former Employee (including deceased Employees) of the Employer who at any time during the Plan Year, is any of the following:

- (1) An officer of the Employer, but in no event if there are more than 500 Employees, shall more than 50 Employees or, if there are less than 500 Employees, shall the greater of three Employees or 10% of all Employees, be taken into account under this paragraph as Key Employees. If the number of officers is limited by the terms of the preceding provisions, the officers with the highest Compensation shall be considered Key Employees.

In no event shall an officer whose annual Compensation is less than the amount in effect under section 416(i)(1)(A)(i) of the Code for a Plan Year beginning after December 31, 2001, be a Key Employee for any such Plan Year.

Also excluded under the preceding paragraph are Employees who are covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement. Such Employees will be excluded only if retirement benefits were the subject of good faith bargaining, 90% of Employees of the Employer are covered by the agreement, and the Plan covers only Employees who are not covered by the agreement.

- (2) A 5% owner of the Employer or an affiliated employer within the meaning of section 416(i) of the Code.
- (3) A person who is both an Employee whose annual Compensation exceeds \$150,000 and who is a 1% owner of the Employer or an affiliated employer within the meaning of section 416(i) of the Code.

The Beneficiary of any deceased Employee who was a Key Employee shall be considered a Key Employee for the same period as the deceased Employee would have been so considered.

- (C) **Non-Key Employee.** A Non-Key Employee means any Employee who is not a Key Employee. Any Employee who previously was a Key Employee and is now a Non-Key Employee will be excluded entirely from the calculation done to determine Top-Heavy Status.
- (D) **Accrued Benefit.** The Accrued Benefit is the yearly retirement income commencing on the Participant's Normal Retirement Date determined in accordance with Sections 4 and 6, as if the Participant's Termination of Employment had occurred as of the most recent valuation date prior to the Determination Date. For purposes of this Section 7.2 the Accrued Benefit will include any distribution made to a Key Employee or Non-Key Employee during the five-year period ending on the Determination Date. The extent to which rollover contributions and transfers are to be taken into account in determining the Accrued Benefit will be determined in accordance with sections 416(g)(3) and 416(g)(4) of the Code and IRS regulation 1.416-1, T-32.

The Accrued Benefit attributable to any Employee who has not performed an Hour of Service during the one-year period ending on the Determination Date will be excluded from the calculation done to determine Top-Heavy Status.

Solely for the purpose of determining if this Plan, or any other plan included in a Required Aggregation Group of which this Plan is a part, is a Top-Heavy Plan, the Accrued Benefit of a Non-Key Employee shall be determined under (1) the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer, or (2) if there is no such method, as if such benefit accrued no more rapidly than the slowest accrual rate permitted under the fractional accrual rate of section 411(b)(1)(C) of the Code.

- (E) **Present Value.** Present Value shall be based on the 1971 Group Annuity Mortality table and a 6% interest assumption. If this Plan is part of a Required or Permissive Aggregation Group, the mortality and interest assumptions shall be the same for all plans within the Group. In determining Present Value, proportional subsidies shall not be taken into account, but nonproportional subsidies shall be taken into account. The Present Value will be determined as of the valuation date occurring during the 12-month period ending on the Determination Date. The valuation date is the date used in computing Plan costs for minimum funding.
- (F) **Required Aggregation Group.** The term Required Aggregation Group means all of the plans of the Employer which cover a Key Employee during the five-year period ending on the relevant Determination Date, including any such plan maintained by the Employer pursuant to the terms of a collective bargaining agreement, or those plans which during said five-year period were aggregated, so that a plan which covers a Key Employee would satisfy the requirements of sections 401(a)(4) or 410 of the Code.
- (G) **Permissive Aggregation Group.** The term Permissive Aggregation Group means all of the plans of the Employer which are included in the Required Aggregation

Group plus any plans of the Employer which provide comparable benefits to the benefits provided by plans in the Required Aggregation Group and are not included in the Required Aggregation Group, but which satisfy the requirements of sections 401(a)(4) and 410 of the Code when considered together with the Required Aggregation Group, including any plan maintained by the Employer pursuant to a collective bargaining agreement which does not include a Key Employee.

In the case of a Permissive Aggregation Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is Top Heavy as a group. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not Top Heavy as a group.

- (H) **Determination Date.** The term Determination Date means, with respect to a Plan Year, the last day of the preceding Plan Year, or, in the case of the first Plan Year of a plan, the last day of the first Plan Year.
- (I) **Minimum Retirement Income Benefit.** The yearly amount of retirement income as described in Section 4.1 for a Participant who is a Non-Key Employee, shall not be less than the Participant's average yearly Compensation, during the Participant's five highest-paid consecutive calendar years occurring after December 31, 1983 and prior to the close of the last Plan Year in which the Plan is determined to be Top-Heavy, multiplied by the lesser of (1) 2%, multiplied by the number of the Participant's years of Vesting Service after December 31, 1983 in which this Plan is a Top-Heavy Plan, or (2) 20%.

The Minimum Retirement Income Benefit shall be provided solely by Employer contributions and is assumed to be payable on a Life-No Death Benefit basis, commencing on the Participant's Normal Retirement Date. If the benefit is payable on a basis other than Life-No Death Benefit or on a date other than Normal Retirement Date, it shall be adjusted to be the actuarial equivalent of the Life-No Death Benefit form payable at Normal Retirement Date.

A Participant who is a Non-Key Employee and who accrues 1000 Hours of Service during the Plan Year will receive this Minimum Retirement Income Benefit regardless of (1) whether he is employed on a specified date or (2) his level of Compensation.

- (J) **Minimum Vesting Percentage.** Notwithstanding any other Vesting, Percentage provision of this Plan to the contrary, the Vesting Percentage that is applied to the Participant's accrued retirement income, on and after the date this Plan becomes a Top-Heavy Plan, shall, in accordance with the further terms of this Plan, be as determined below:

Years of Vesting Service	Percentage
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	100%

The schedule shown above will remain in effect even if the Plan ceases to be Top-Heavy, unless the Participant elects to have his Vesting Percentage determined in accordance with the terms of Section 2.34 of this Plan.

- (K) **Compensation Limitation.** For any Plan Year in which this is a Top-Heavy Plan, the annual Compensation for each Participant shall not exceed the amount determined in accordance with Section 2.4.

7.3 Safe Harbor Provisions

The benefit formula provided in this Plan is intended to satisfy the permitted disparity limits under Section 401(*l*) of the Code in form and the safe harbor for unit credit plans under Section 401(a)(4) of the Code.

For purposes of determining a Participant's cumulative disparity limit, the number of years of Credited Service taken into account is equal to the sum of the number of years of Credited Service credited to the Participant under one or more qualified plans or simplified employee pension plans (whether or not terminated) ever maintained by the Employer, plus the number of years of Credited Service credited to the Participant, up to a limit of 35 years.

In the event a Participant exceeds his cumulative disparity limit prior to his accruing the maximum number of years of Credited Service, the Participant's benefit will be equal to 1.25% times the Participant's Average Annual Earnings for each year of Credited Service credited to the Participant after he exceeds this limit.

For purposes of determining a Participant's overall disparity limit for any Plan Year in a Participant benefits under this Plan and any other qualified plan or simplified employee pension plan of the Employer that provides for (or imputes) permitted disparity, the benefit under this Plan will be equal to 1% times the Participant's Average Annual Earnings.

If, as of May 30, 1989, a Participant does not, or in a later Plan Year ceases to, receive Credited Service under this Plan and any other qualified plan or simplified employee pension plan of the Employer that provided for (or imputes) permitted disparity, the date for determining his overall disparity limit will be the last day of the Plan Year in which this provision applies.

For purposes of determining a Participant's cumulative and overall permitted disparity limits, all Plan Years ending in the same calendar year will be treated as the same year.

7.4 Funding Based Benefit Limitations

(A) Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 80 Percent, But Not Less Than 60 Percent.

Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80 percent (or would be less than 80 percent to the extent described in Section (A)(2) below) but is not less than 60 percent, then the limitations set forth in this Section (A) apply.

(1) 50 Percent Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

(i) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(ii) 100 percent of the PBGC maximum benefit guarantee amount (as defined in section 1.436-1(d)(3)(iii)(C) of the Treasury regulations).

The limitation set forth in this Section (A)(1) does not apply to any payment of a benefit which under section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a Participant or Beneficiary as of the annuity starting date because of the application of the requirements of this Section (A)(1), the Participant or Beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in section 1.436-1(d)(3)(iii)(D) of the Treasury regulations). The Participant or Beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50 percent/PBGC maximum benefit guarantee amount limitation described in this Section (A)(1), or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

During a period when Section (A)(1) applies to the Plan, Participants and beneficiaries are permitted to elect payment in any optional form of benefit otherwise available under the Plan that provides for the current payment of the unrestricted portion of the benefit (as described in section 1.436-1(d)(3)(iii)(D) of the Treasury regulations), with a delayed

commencement for the restricted portion of the benefit (subject to other applicable qualification requirements, such as sections 411(a)(11) and 401(a)(9) of the Code).

- (2) **Plan Amendments Increasing Liability for Benefits.** No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

- (i) Less than 80 percent; or
- (ii) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this Section (A)(2) does not apply to any amendment to the Plan that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of Participants covered by the amendment.

- (B) **Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 60 Percent.** Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent (or would be less than 60 percent to the extent described in Section (B)(2) below), then the limitations in this Section (B) apply.

- (1) **Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted.** A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this Section (B)(1) does not apply to any payment of a benefit which under section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant.
- (2) **Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid.** An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:
 - (i) Less than 60 percent; or

- (ii) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.
 - (3) **Benefit Accruals Frozen.** Benefit accruals under the Plan shall cease as of the applicable section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this Section (B)(3), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.
- (C) **Limitations Applicable If the Plan Sponsor Is In Bankruptcy.** Notwithstanding any other provisions of the Plan, a Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the Plan sponsor is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. In addition, during such period in which the Plan sponsor is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this Section (C) does not apply to any payment of a benefit which under section 411(a)(11) of the Code may be immediately distributed without the consent of the Participant.
- (D) **Provisions Applicable After Limitations Cease to Apply.** (1) **Resumption of Prohibited Payments.** If a limitation on prohibited payments under Section (A)(1), Section (B)(1) or Section (C) applied to the Plan as of a section 436 measurement date, but that limit no longer applies to the Plan as of a later section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later section 436 measurement date.
- (1) **Resumption of Benefit Accruals.** If a limitation on benefit accruals under Section (B)(3) applied to the Plan as of a section 436 measurement date, but that limitation no longer applies to the Plan as of a later section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulation 29 CFR § 2530.204-2(c) and (d).

- (2) **Shutdown and Other Unpredictable Contingent Event Benefits.** If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of Section (B)(2), but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of section 1.436-1(g)(5)(ii)(B) of the Treasury regulations), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to Section (B)(2)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit.
- (3) **Treatment of Plan Amendments That Do Not Take Effect.** If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section (A)(2) or Section (B)(3), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of section 1.436-1(g)(5)(ii)(C) of the Treasury regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.
- (E) **Notice Requirement.** See section 101(j) of ERISA for rules requiring the plan administrator of a single employer defined benefit pension plan to provide a written notice to participants and beneficiaries within 30 days after certain specified dates if the plan has become subject to a limitation described in Section (A)(1), Section (B), or Section (C).
- (F) **Methods to Avoid or Terminate Benefit Limitations.** See sections 436(b)(2), (c)(2), (e)(2), and (f) of the Code and section 1.436-1(f) of the Treasury regulations for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Sections (A) through (C) for a Plan Year. In general, the methods a Plan sponsor may use to avoid or terminate one or more of the benefit limitations under Sections (A) through (C) for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

(G) Special Rules. (1) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage. (i) In General. Section 436(h) of the Code and section 1.436-1(h) of the Treasury regulations set forth a series of presumptions that apply (a) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year and (b) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to section 1.436-1(h)(4)(ii) of the Treasury regulations but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under section 436(h) of the Code and section 1.436-1(h) of the Treasury regulations applies to the Plan, the limitations under Sections (A) through (C) are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of section 436(h) of the Code and section 1.436-1(h)(1), (2), or (3) of the Treasury regulations. These presumptions are set forth in Sections (G)(1)(i) through (iv).

(ii) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under Section (A), (B), or (C) applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section (G)(1)(iii) or Section (G)(1)(iv) applies to the Plan:

(a) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and

(b) The first day of the current Plan Year is a section 436 measurement date.

(iii) Presumption of Underfunding Beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than 90 percent, or is described in section 1.436-1(h)(2)(ii) of the Treasury regulations, then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the

Plan for the current Plan Year, or, if earlier, the date Section (G)(1)(iv) applies to the Plan:

(a) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and

(b) The first day of the 4th month of the current Plan Year is a section 436 measurement date.

(iv) **Presumption of Underfunding On and After First Day of 10th Month.** If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to section 1.436-1(h)(4)(ii) of the Treasury regulations but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

(a) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and

(b) The first day of the 10th month of the current Plan Year is a section 436 measurement date.

(2) **New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.** (i) **First 5 Plan Years.** The limitations in Section (A)(2), Section (B)(2) and Section (B)(3) do not apply to a new Plan for the first 5 Plan Years of the Plan, determined under the rules of section 436(i) of the Code and section 1.436-1(a)(3)(i) of the Treasury regulations.

(ii) **Plan Termination.** The limitations on prohibited payments in Section (A)(1), Section (B)(1) and Section (C) do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Section of the Plan do not cease to apply as a result of termination of the Plan.

(iii) **Exception to Limitations on Prohibited Payments Under Certain Frozen Plans.** The limitations on prohibited payments set forth in Section (A)(1), Section (B)(1), and Section (C) do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any Participants. This Section (G)(2)(iii)

shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.

(iv) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Section (G)(1) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Section (A)(2) and Section (B)(2) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of section 1.436-1(g)(2)(iii) of the Treasury regulations.

(3) Special Rules Under PRA 2010. (i) Payments Under Social Security Leveling Options. For purposes of determining whether the limitations under Section (A)(1) or Section (B)(1) apply to payments under a social security leveling option, within the meaning of section 436(j)(3)(C)(i) of the Code, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under section 436(j)(3) of the Code and any Treasury regulations or other published guidance thereunder issued by the Internal Revenue Service.

(ii) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under Section (B)(3) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under section 436(j)(3) of the Code (except as provided under section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).

(4) Interpretation of Provisions. The limitations imposed by this Section of the Plan shall be interpreted and administered in accordance with section 436 of the Code and section 1.436-1 of the Treasury regulations.

(H) Definitions. The definitions in the following Treasury regulations apply for purposes of Sections (A) through (G): section 1.436-1(j)(1) defining adjusted funding target attainment percentage; section 1.436-1(j)(2) defining annuity starting date; section 1.436-1(j)(6) defining prohibited payment; section 1.436-1(j)(8) defining section 436 measurement date; and s 1.436-1(j)(9) defining an unpredictable contingent event and an unpredictable contingent event benefit.

(I) Effective Date. The rules in Sections (A) through (H) are effective for Plan Years beginning after December 31, 2007.

SECTION 8 PRERETIREMENT SPOUSE BENEFIT

8.1 Eligibility

Upon the death of a Participant prior to his Annuity Commencement Date, his Spouse will receive a Preretirement Spouse Benefit as described below if all the following requirements were met when the Participant died:

- (A) The Participant had a Spouse as defined in Section 2, to whom he had been married for at least one year at the time of his death.
- (B) The Participant was credited with at least one Hour of Service after August 22, 1984.
- (C) The Participant had a vested right to retirement income benefits.

8.2 Amount

The Preretirement Spouse Benefit will be payable in the form of retirement income, and the yearly amount of such benefit will be equal to 50% of the retirement income determined in accordance with Section 4.3 which the Participant would have received had he retired on the day before his death, with his benefit payable on a Joint and Survivor form of payment and as adjusted in accordance with the appropriate terms of Section 5 of the Plan if his date of death is other than his Normal Retirement Date.

If a Participant dies on or before his Earliest Retirement Age, his beneficiary will receive the same benefit that would have been payable if the Participant had:

- (A) separated from service on the earlier of his actual separation from service date or his date of death;
- (B) survived to his Earliest Retirement Age;
- (C) retired at his Earliest Retirement Age with an immediate Contingent Pensioner annuity; and
- (D) died on the day after he had retired.

For the purposes of these Preretirement Spouse Benefit provisions, a Participant's "Earliest Retirement Age" is the date on which the Participant would have been eligible to receive an early retirement income, in accordance with Section 5.1 of this Plan, if his death had not occurred.

In the event that, as a result of a domestic relations order, more than one individual is to be treated as the Spouse of a Participant for the purposes of this Preretirement Spouse Benefit, the total amount that will be paid in the Joint and Survivor form of payment to such individuals will not exceed the amount payable if there were only one Spouse. In

such situation, the amount payable to each individual shall be based on the life expectancy of each such individual.

8.3 Payments

The retirement income will be payable monthly with each payment equivalent to 1/12 of the yearly amount.

With the consent of the Spouse, the initial monthly payment will be made as of the first of the month next following the Participant's death or Earliest Retirement Age, if later, with subsequent monthly payments being made as of the first day of each month thereafter until the Spouse's death occurs.

If the Spouse does not consent to this immediate commencement of benefits, the initial monthly payment will be deferred to the first day of the month next following the date on which the Participant would have attained his Normal Retirement Date.

In addition, the Spouse may elect to defer the commencement of benefits to the first day of any month up to and including the month in which the Participant would have attained age 70-1/2 (age 72, for Participants born after June 30, 1949). The amount of the benefit will be adjusted to reflect such later commencement.

If the Participant's death occurs before he has attained his Earliest Retirement Age and his Spouse's death subsequently occurs prior to the Participant's Earliest Retirement Age, no retirement income payments will be made under this Preretirement Spouse Benefit.

If the Spouse elects to defer the commencement of these benefits but dies prior to the deferred commencement date, no retirement income payments will be made under this Preretirement Spouse Benefit.

8.4 No Waiver of Coverage

A Participant may not choose to waive his coverage under the Preretirement Spouse Benefit.

8.5 Death While Performing Military Service

Notwithstanding any provision of the Plan to the contrary, effective January 1, 2007, in the case of a Participant who dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan had the Participant resumed and then terminated employment on account of death. This provision shall be applied in accordance with guidance issues by the Treasury Department under section 401(a)(37) of the Code.

8.6 Limited Distribution Window for Spouses of Deceased Participants

A Spouse who is eligible for a Preretirement Spouse Benefit and, as of March 1, 2013, (a)(i) is entitled to payments under Section 8.3 of the Plan, or (ii) will be entitled to payments under Section 8.3 of the Plan upon the Participant's Earliest Retirement Age; (b) has not yet commenced benefits under the Plan; and (c) is entitled to a Preretirement Spouse Benefit under Section 8.2 of the Plan with a present value of less than \$30,000 as of May 1, 2013, may elect to receive his Preretirement Spouse Benefit in the form of (a) a one-time lump-sum payment; or (b) an immediate Life-No Death Benefit by filing the election form designated by the Employer for that purpose with the Plan Administrator postmarked no later than April 15, 2013.

The lump-sum payment shall be equal to the present value of the actuarial equivalent of the Spouse's Preretirement Spouse Benefit payable immediately in the form of a straight life annuity. For this purpose, actuarial equivalence shall be determined using the applicable mortality table under Code section 417(e)(3) and the applicable interest rate under Code section 417(e)(3) for April 2012. A lump-sum payment to the Spouse under this Section 8.8 shall be in lieu of any other benefits and in complete discharge of all obligations to the Spouse under the Plan.

The immediate Life-No Death Benefit form of payment shall be actuarially reduced, if necessary, in accordance with the appropriate Adjustment Factors under Section 2.2 of the Plan using the age that the Participant would have been as of May 1, 2013, if his death had not occurred.

A Spouse who elects to receive his Preretirement Spouse Benefit under this Section 8.8 shall have a benefit commencement date of May 1, 2013.

8.7 2017 Limited Distribution Window for Spouses of Deceased Participants

A Spouse who is eligible for a Preretirement Spouse Benefit and, as of September 1, 2017, (a)(i) is entitled to payments under Section 8.3 of the Plan, or (ii) will be entitled to payments under Section 8.3 of the Plan upon the Participant's Earliest Retirement Age; (b) has not yet commenced benefits under the Plan (or has not been required to commence benefits under Section 9.10(g) of the Plan); and (c) is entitled to a Preretirement Spouse Benefit under Section 8.2 of the Plan with a present value of less than \$50,000 as of December 1, 2017, may elect to receive his Preretirement Spouse Benefit in the form of (a) a one-time lump-sum payment; or (b) an immediate Life-No Death Benefit by filing the election form designated by the Employer for that purpose with the Plan Administrator postmarked no later than October 31, 2017, provided however, that in the event that a Spouse files an incomplete election with the Plan Administrator by October 31, 2017, he or she may correct and complete a lump sum election to participate in this window program if the fully completed election form is postmarked by November 10, 2017.

The lump-sum payment shall be equal to the present value of the actuarial equivalent of the Spouse's Preretirement Spouse Benefit payable immediately in the form of a straight life annuity. For this purpose, actuarial equivalence shall be determined using the applicable mortality table under Code section 417(e)(3) and the applicable interest rate

under Code section 417(e)(3) for April, 2017. A lump-sum payment to the Spouse under this Section 8.9 shall be in lieu of any other benefits and in complete discharge of all obligations to the Spouse under the Plan.

The immediate Life-No Death Benefit form of payment shall be actuarially reduced, if necessary, in accordance with the appropriate Adjustment Factors under Section 2.2 of the Plan using the age that the Participant would have been as of December 1, 2017, if his or her death had not occurred.

A Spouse who elects to receive his or her Preretirement Spouse Benefit under this Section 8.9 shall have a benefit commencement date of December 1, 2017.

8.8 Limited Distribution Window for Spouses of Deceased Participants Upon Plan Termination

A Spouse who is eligible for a Preretirement Spouse Benefit and has not yet commenced benefits under the Plan (or has not been required to commence benefits under Section 9.10(G) of the Plan) as of the first day of the Termination Election Period, defined below in this paragraph, may elect to receive his or her Preretirement Spouse Benefit in the form of (a) a one-time lump-sum payment, or (b) an immediate Life-No Death Benefit by filing the election form designated by the Employer for that purpose with the Plan Administrator postmarked or delivered no later than the last day of the Termination Election Period. The "Termination Election Period" shall be defined as the 30 – 60 day period during which an eligible Spouse may elect to receive his or her Accrued Benefit in the form of a one-time lump sum payment in connection with the termination of the Plan pursuant to this Section 8.8, as determined by the Employer and communicated to Participants as soon as administratively practicable following the date the Plan Administrator receives the necessary or desirable governmental approvals for the termination of the Plan.

The lump-sum payment shall be equal to the present value of the actuarial equivalent of the Spouse's Preretirement Spouse Benefit payable immediately in the form of a straight life annuity. For this purpose, actuarial equivalence shall be determined using the applicable mortality table under Code section 417(e)(3) and the applicable interest rate under Code section 417(e)(3) for April for the Plan Year immediately prior to the Termination Election Period. A lump-sum payment to the Spouse under this Section 8.8 shall be in lieu of any other benefits and in complete discharge of all obligations to the Spouse under the Plan.

The immediate Life-No Death Benefit form of payment shall be actuarially reduced, if necessary, in accordance with the appropriate Adjustment Factors under Section 2.2 of the Plan using the age that the Participant would have been as of the benefit commencement date following the close of the Termination Election Period, if his or her death had not occurred.

A Spouse who elects to receive his or her Preretirement Spouse Benefit under this Section 8.8 shall have a benefit commencement date determined by the Plan

Administrator that is as soon as administratively feasible under the facts and circumstances following October 31, 2021.

SECTION 9 NORMAL FORM OF PAYMENT

9.1 Normal Form of Payment - Joint and Survivor

If the Participant has a Spouse on his Annuity Commencement Date, the normal form of payment is the Joint and Survivor form. This form provides that the Participant will receive a reduced amount of retirement income during his lifetime so that upon his death on or after his Annuity Commencement Date, 50% of the retirement income payable to the Participant will be paid to such Spouse, if surviving the Participant, for the balance of the Spouse's life.

In the event that, as a result of a domestic relations order, more than one individual is to be treated as the Spouse of a Participant for the purposes of the Joint and Survivor normal form, the total amount that will be paid in the Joint and Survivor form of payment to such individuals will not exceed the amount payable if there were only one Spouse. In such situation the amount payable to each individual shall be based on the life expectancy of each such individual.

As an alternative to the 50% continuation described above, a Participant may elect that 66-2/3%, 75% or 100% of the benefit payable to him, be continued to his Spouse upon his death. Such election will not require spousal consent.

9.2 Normal Form of Payment - Life-No Death Benefit

If the Participant does not have a Spouse on his Retirement Date, the normal form of payment is the Life-No Death Benefit form. This form provides that payments will be made to the Participant in a level amount during his lifetime, and that after his death no further payments will be made.

9.3 Optional Forms of Payment

In lieu of receiving his retirement income in the normal form applicable to his coverage, a Participant may elect to receive a benefit of equal value based on one of the optional forms of payment provided in accordance with the further terms of the Plan. If the Participant's normal form of payment is that described in Section 9.1, such Participant may also elect to receive, in lieu thereof, retirement income on the basis of the normal form described in Section 9.2.

9.4 Election of Option

The Participant may elect or revoke an option during the 180-day period before his Annuity Commencement Date by filing a written election, including his Spouse's consent, with the Employer. However, a Participant may not elect more than one option to be effective at the same time. No such election or revocation can be made after the Participant's Annuity Commencement Date.

In addition, a Participant may elect or revoke an optional form of payment, to become effective upon his death, at any time on or after his Normal Retirement Date and before

his late Retirement Date. To elect an option the Participant must waive Preretirement Spouse Benefit coverage and elect an optional form of payment. If the Participant is married, his election must include his Spouse's consent to both the waiver and election.

The Spouse's consent to the Participant's election of a form of payment other than Joint and Survivor form must:

- be in writing;
- acknowledge the effect of the election;
- acknowledge the specific form of payment elected by the Participant, which may not be changed without additional spousal consent, unless the Spouse's consent expressly permits future designations by the Participant without any further spousal consent;
- acknowledge a specific nonspouse Beneficiary, if any, including any class of beneficiaries or any contingent beneficiaries, which may not be changed by the Participant without additional spousal consent, unless the Spouse's consent expressly permits future designations by the Participant without any further spousal consent;

and the Spouse's signature must be witnessed by a Plan representative or notary public. Notwithstanding this consent requirement, the Participant's election to waive coverage will be ordered qualified if the Participant establishes to the satisfaction of a Plan representative that the Spouse's written consent cannot be obtained because:

- there is no Spouse;
- the Spouse cannot be located;
- the Participant is legally separated or has been abandoned within the meaning of local law, and the Participant has a court order to such effect; or
- of other circumstances as the Secretary of the Treasury may by regulations prescribe.

Any consent necessary under this provision will be valid only with respect to the Spouse who signs the consent. A consent that permits designations by the Participant without any requirement of further consent by the Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary and form of payment and that the Spouse voluntarily relinquishes either or both of these rights.

A Participant is allowed to revoke his election without the consent of his Spouse. The number of his revocations is not limited.

If a Participant elects an optional form of payment, the Value of retirement income payable to him must be more than 50% of the Value of retirement income payable to the

Participant had the option not been elected, unless the alternate recipient is the Participant's Spouse; otherwise, such election will be inoperative.

9.5 Notice to Participants

No less than 30 days and no more than 180 days before a Participant's Retirement Date the Employer will provide each Participant, who had an Hour of Service after August 22, 1984, with a written explanation of:

- (A) the terms and conditions of all forms of payment available to the Participant, including information explaining the relative values of each form of payment,
- (B) the Participant's right to make, and the effect of, an election to waive the normal form of payment,
- (C) the rights of the Participant's Spouse with respect to such waiver,
- (D) the right to make, and the effect of, a revocation of an election under (B), and
- (E) if the Participant has not reached his Normal Retirement Date, the Participant's right to defer commencement of his benefit until his Normal Retirement Date and the consequences of failing to defer such benefit.

Notwithstanding the foregoing, the Participant's Annuity Commencement Date may be fewer than 30 days after the explanation described in this Section 9.5 if:

- (1) the Participant is given notice of his right to a 30-day period in which to consider whether to waive the normal form of payment and elect an optional form of payment and to the extent applicable, consent to the distribution;
- (2) the Participant affirmatively elects to receive retirement income and elects a form of payment and, if necessary, the Spouse consents to the form of payment;
- (3) the Participant is permitted to revoke his affirmative election at any time prior to his Annuity Commencement Date or, if later, the expiration of a seven-day period beginning on the day after the explanation described in this Section 9.5 is provided to the Participant;
- (4) the Annuity Commencement Date is on or after the date on which the Participant could otherwise begin to receive retirement income under the Plan; and
- (5) payment to the Participant does not commence (a) before the expiration of the seven-day period described in clause (3) above or (b) more than 180 days after the date on which the explanation described in this Section 9.5 is provided to the Participant.

Notwithstanding the preceding paragraphs, the Annuity Commencement Date of a Participant who incurred a Termination of Employment prior to January 1, 2006 elects to

have his retirement income payments commence before January 1, 2007, may precede the date on which the explanation described in this Section 9.5 is provided if:

- (1) the requirements set forth in clauses (1) through (5) of the preceding paragraph are satisfied;
- (2) the Annuity Commencement Date is on or after the Participant's Normal Retirement Date;
- (3) monthly payments to the Participant equal the monthly payments the Participant would have received had the Participant actually begun to receive payments on the Annuity Commencement Date;
- (4) the Participant receives a make-up payment to reflect the payments that should have been made during the period beginning on the Participant's Annuity Commencement Date and ending on the date the Participant begins to receive payments (with an adjustment for interest);
- (5) for purposes of Section 9.4, the identity of the Participant's Spouse shall be determined as of the date retirement income payments commence, except as otherwise provided in a qualified domestic relations order;
- (6) either (i) the Participant's Spouse (determined as of the date retirement income payments commence) consents to the payments or (ii) death benefits payable to the Spouse under the form of payment elected by the Participant are not be less than the death benefits that would be paid to the Spouse under the 50% Joint and Survivor form described in Section 9.1 that commences after the date on which the Participant receives the explanation described in this Section 9.5;
- (7) the payments satisfy the requirements of Code section 415 as of both (i) the Annuity Commencement Date and (ii) unless the payments commence less than 12 months after the Annuity Commencement Date and the form of payment is not subject to the valuation rules of Code section 417(e)(3), the date the payments commence; and
- (8) the payments satisfy the requirements of Code section 417(e)(3) as of the Annuity Commencement Date; provided, however, that if the form of pension, determined as of the Annuity Commencement Date, is subject to Code section 417(e)(3), the payments shall not be less than the actuarial equivalent of the retirement income, determined as of the date the payments commence.

9.6 Transition Rule

Each vested Participant who:

- (A) Had not commenced retirement income payments as of August 23, 1984;

- (B) Had at least one Hour of Service in the period prior to the beginning of the Plan Year beginning in 1976 and after September 2, 1974 and did not have an Hour of Service after the beginning of the 1976 Plan Year;

must be given notice that they have the right to elect, at any time prior to their commencement of benefits, to receive their retirement income on the Joint and Survivor form of payment. The notice shall be given at such time or times and in such manner as the Secretary of the Treasury may prescribe.

9.7 Payment of Retirement Income to Participant

A Participant's retirement income will be payable monthly with each payment equivalent to 1/12 of the yearly amount. The first of such monthly payments will be made at the Participant's Annuity Commencement Date, with subsequent monthly payments being made at the first of each month thereafter until the Participant's death occurs.

Unless the Participant elects otherwise, the payment of retirement income shall commence not later than the 60th day after the latest of the close of the Plan Year in which:

- (A) the Participant attains the earlier of age 65 or the normal retirement age specified, if different, or
- (B) the 10th anniversary of the year in which the Participant commenced participation in the Plan occurs, or
- (C) the Participant terminates his Vesting Service with the Employer.

9.8 Required Payment Commencement Dates

Notwithstanding the provisions of the preceding Section 9.7, the payment of a Participant's retirement income shall commence no later than the date determined in accordance with the provisions of this Section 9.8.

For a Participant who turned age 70½ after May 31, 1999 but before January 1, 2020 who is a 5% owner (within the meaning of Section 416 of the Code) payment of such Participant's retirement income must commence no later than the first day of April following the calendar year in which such Participant attains age 70½. For a Participant (who is not a 5% owner) who turned age 70½ after May 31, 1999 but before January 1, 2020, payment of such Participant's retirement income must commence no later than the first day of April following the later of the calendar year in which such Participant retires or the calendar year in which such Participant attains age 70½.

For a Participant who turned age 70½ on or after January 1, 2020 who is a 5% owner (within the meaning of Section 416 of the Code) payment of such Participant's retirement income must commence no later than the first day of April following the calendar year in which such Participant attains age 72. For a Participant (who is not a 5% owner) who turned age 70½ on or after January 1, 2020, payment of such Participant's retirement

income must commence no later than the first day of April following the later of the calendar year in which such Participant retires or the calendar year in which such Participant attains age 72.

The Accrued Benefit of any Participant who retires after April 1 of the calendar year following the calendar year in which he or she turned age 70½, and who did not elect and was not entitled to receive an earlier distribution of benefits, shall be adjusted by the applicable Adjustment Factor to take into account the period after age 70½ in which the Participant did not receive benefits.

9.9 Limits on Payment Periods

Payments if not made in a single sum, may only be made over one of the following periods (or a combination thereof):

- (A) the life of the Participant,
- (B) the life of the Participant and a designated beneficiary,
- (C) a period certain not extending beyond the life expectancy of the Participant, or
- (D) a period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated beneficiary.

For purposes of this Section 9.9 and the following Sections 9.10 and 9.11, life expectancy (or joint and last survivor expectancy) is calculated by using the Participant's (or designated beneficiary's) attained age as of the Participant's (or designated beneficiary's) birthday in the applicable calendar year. In general, the "applicable calendar year" is the first distribution calendar year, as further defined below. However, if retirement income payments begin before the Required Payment Commencement Date described in Section 9.8, the "applicable calendar year" is the year such payments begin. Life expectancy and joint and last survivor expectancy are computed by use of the expected return multiples in Tables V and VI of section 1.72-9 of the income tax regulations.

A "distribution calendar year" is any calendar year for which a minimum distribution is required. If payments begin before the Participant's death, the "first distribution calendar year" the calendar year immediately preceding the calendar year in which the Participant's Required Payment Commencement Date occurs. If payments begin after the Participant's death occurs, the "first distribution calendar year" is the calendar year in which payments are required to begin in accordance with the provisions of Section 9.11 of this Plan.

9.10 Determination of Annual Payment Amounts

If a Participant's interest is to be paid in other than a single sum, retirement income payments shall satisfy the following requirements:

- (A) Payments shall be made periodically, at intervals that do not exceed one year.

- (B) Payments shall be distributed over a life (or lives) or over a period certain that does not exceed a life expectancy (or joint life and last survivor expectancy) described in Code section 401(a)(9)(A)(ii) or Code section 401(a)(9)(B)(iii), as applicable.
- (C) The life expectancy (or joint life and last survivor expectancy) for purposes of determining the period certain shall be determined without recalculation of life expectancy.
- (D) Once payments have begun over a period certain, the period certain shall not be lengthened, even if the period certain is shorter than the maximum permitted period certain.
- (E) Payments shall either be nonincreasing or shall increase only as follows:
 - (1) With any percentage increase in a specified and generally recognized cost-of-living index.
 - (2) To the extent of the reduction to the amount of a Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the payment period described in Section 9.9 dies and payments continue otherwise in accordance with those provisions over the life of the Participant.
 - (3) Due to an increase in benefits under the Plan.
- (F) If the form of payment is Life-No Death Benefit (or Years Certain and Life, with a period certain not exceeding 20 years), the amount that must be distributed on or before a Participant's Required Payment Commencement Date as described in Section 9.8 of this Plan (or, in the case of payments made after the death of a Participant, the date payments are required to begin in accordance with the provisions of the following Section 9.11) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if the payment interval ends in the next calendar year. Payment intervals are the periods for which the payments are received, e.g., bimonthly, monthly, semi-annually, or annually.

If a Participant's interest is being distributed under the Contingent Pensioner form of payment, payments to be made on or after the Participant's Required Payment Commencement Date to the Contingent Pensioner after the Par-Participant's death shall not at any time exceed the applicable percentage of the payment for such period that would have been payable to the Participant using the Table set forth in Q & A A-6 of section 1.401(a)(9)-2 of the regulations.

If payment of a Participant's retirement income is made in accordance with the provisions of Section 9.8 of this Plan, such payment shall be made in the form of payment elected by the Participant in accordance with the terms of Section 9.4. However, such payment shall not require the consent of the Participant or the

consent of the Participant's Spouse, if any, even if the Value of the Participant's retirement income at the time such payments commence is more than \$5,000. If either the Participant or his Spouse do not consent to such payment, payment shall be made in the normal form applicable to the Participant's coverage. Any retirement income accrued following a Participant's Required Payment Commencement Date shall be paid in the same form as the retirement income then in pay status, beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

If the value of the Participant's retirement income at the time such payments commence does not exceed \$5,000, the benefit will be paid as a single sum distribution and, for each year that follows, the additional accrual will be paid as a single sum distribution.

- (G) Notwithstanding any provision of the Plan to the contrary, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code, including the incidental death benefit requirements of section 401(a)(9)(G) of the Code, in accordance with the final Treasury Regulations issued thereunder.

9.11 Death Payment Provisions

If the Participant dies after payment of his interest has commenced, the remaining portion of such interest shall be paid at least as rapidly as under the method of payment being used prior to the Participant's death.

If the Participant dies before payment of his interest commences, the Participant's entire interest shall be paid by December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent that an election is made to receive payment in accordance with (A) or (B) below:

- (A) if any portion of the Participant's interest is payable to a designated beneficiary, such payments shall be made over the life or over a period certain not greater than the life expectancy of the designated beneficiary and shall commence on or before December 31 of the calendar year immediately following the calendar year in which the Participant dies;
- (B) if, however, the designated beneficiary is the Participant's surviving Spouse, the date on which payments are required to begin in accordance with (A) above shall not be earlier than the later of (1) December 31 of the calendar year immediately following the calendar year in which the Participant dies, or (2) December 31 of the calendar year in which the Participant would have attained age 70-1/2 (age 72, for Participants born after June 30, 1949).

If the Participant has not made an election pursuant to the provisions of the preceding paragraph by the time of his or her death, the Participant's designated beneficiary must elect the method of payment no later than the earlier of (1) December 31 of the calendar year in which payments would be required to begin under these provisions or (2) December 31 of the calendar year which contains

the fifth anniversary of the Participant's date of death. If the Participant does not have a designated beneficiary, or if the designated beneficiary does not elect a method of payment, payment of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

If the surviving Spouse dies before payments to such Spouse begin, the provisions of this Section 9.11 with the exception of subsection (B), shall be applied as if the surviving Spouse, were the Participant.

9.12 Restrictions on Amounts To Be Paid

For purposes of this Section 9.12, a "Restricted Participant" is any Highly Compensated Active Employee or Highly Compensated Former Employee. However, in any one Plan Year, the group of Restricted Participants shall be limited to the 25 Highly Compensated Active Employees and Highly Compensated Former Employees who have the greatest Compensation in either the current Plan Year or any prior Plan Year.

Except as further provided below, distributions made to a Restricted Participant during any one Plan Year may not exceed the amount payable to such Participant under (1) a single life annuity that is the actuarial equivalent of the sum of the Participant's accrued retirement income and the Participant's other benefits under the Plan (other than the social security supplement provided under the Social Security Option), and (2) the amount of payments the Participant is entitled to receive under the social security supplement provided under the Social Security Option.

The restriction on benefits described above shall not apply if: (a) after payment of benefits to a Restricted Participant, the value of Plan assets equals or exceeds 110% of the value of the Plan's current liabilities, or (b) the value of the Restricted Participant's benefits is less than 1% of the value of the Plan's current liabilities before distribution is made to the Participant, or (c) the value of the benefits payable to the Restricted Participant does not exceed \$5,000.

For purposes of this Section, the term "benefit" includes loans in excess of the amount set forth in Code section 72(p)(2)(A), any periodic income, any withdrawal values payable to a Living Participant, and any death benefits not provided for by insurance on the Participant's life. "Current liabilities" are determined in accordance with the requirements of the Form 5500 series of reporting forms, whether or not the Plan is subject to the Form 5500 reporting requirements.

The terms of this Section shall prevail over any other terms of the Plan that may be inconsistent herewith.

9.13 TEFRA Transition Rule Elections

Notwithstanding the other requirements of this Section 9 and subject to the Joint and Survivor annuity requirements, distribution on behalf of any Participant may be made in

accordance with all of the following requirements (regardless of when such distribution commences):

- (A) The distribution by the Plan is one which would not have disqualified such Plan under section 401(a)(9) of the Internal Revenue Code as in effect prior to amendment by the Deficit Reduction Act of 1984.
- (B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a beneficiary of such Participant,
- (C) Such designation was in writing, was signed by the Participant or the beneficiary, and was made before January 1, 1984.
- (D) The Participant had accrued a benefit under the Plan as of December 31, 1983,
- (E) The method of distribution designated by the Participant or the beneficiary specifies the time at which distribution will commence, the period over which distributions will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the beneficiaries of the Participant listed in order of priority. The method of distribution selected must assure that at least 50% of the present value of the amount available for distribution would be payable within the life expectancy of the Participant.

A distribution upon death will not be covered by this transition rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections (A) and (E) above.

If a designation is revoked any subsequent distribution must satisfy the requirements of section 401(a)(9) of the Code as amended. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another beneficiary designation) under the designation will not be considered to be a of the designation, so long as such substitution or addition does not alter, the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering, the relevant measuring life).

9.14 Suspension of Retirement Income Upon Re-employment

Suspensions after Normal Retirement Date. No benefit shall be paid to any Participant under the Plan during any period of employment or reemployment after a Participant's Normal Retirement Date and prior to his required payment date described in Section 9.8

with respect to any month in which the Participant has any Suspension Service, as described in Section 9.14(B) hereof.

(A) Commencement or Resumption of Benefits. Benefits suspended under this subsection (A) shall commence or recommence no later than the earliest of (1) the first day of the month next following the Participant's Termination of Employment, (2) the Participant's required payment date, or (3) the first day of the month following the month in which he first fails to have Suspension Service as described in Section 9.14(B). The resumed benefit payments shall be recalculated on the basis of years of Credited Service (if any) credited during such period of Suspension Service, and no actuarial or other adjustment shall be made to the Participant's benefit so as to reflect payments suspended with respect to those months during which such Participant was credited with Suspension Service. In addition, such resumed payment shall be offset by (i) any benefit paid with respect to a month in which the Participant had Suspension Service where the amount so paid has not been returned or repaid to the Fund by the Participant as described in Section 9.14(B) and (ii) any payment described in Section 9.14(C).

(B) Suspension Service. A Participant shall be deemed to have Suspension Service in any month which month is after his Normal Retirement Date, but prior to his required payment date, and in which month he:

- (1) Completes forty (40) or more Hours of Service for the Employer or an affiliate, if the Plan has for any purpose with respect to the Participant used or determined the actual number of Hours of Service completed by the Participant for the purpose of crediting Hours of Service, or
- (2) Receives payment from the Employer or an affiliate for any Hours of Service performed on each of eight or more days (or separate work shifts), if the Plan has not for any purposes with respect to the Participant not used or determined the number of Hours of Service creditable to the Participant by the actual counting of such Hours of Service, and

with respect to any period of employment after December 31, 1993 is eligible for and is accruing benefits under a qualified plan maintained by the Employer or an affiliate.

(C) Offset. To the extent that the Plan has paid benefits to a Participant with respect to any month in which he has Suspension Service as described in Section 9.14(B) which amounts have not previously been recovered by the Plan, the Plan shall defer commencement or resumption of benefits under Section 9.14(A) hereof for a period of 2 calendar months, or until the amounts paid with respect to months in which the Participant has Suspension Service have been recovered (without interest), whichever is the first to occur. If, at the end of the said 2-month period there remains an unrecovered amount which was paid to the Participant during or with respect to a period of Suspension Service, such amount

shall be recovered (without interest) by the Plan by reducing each benefit payment due the Participant or the Participant's Spouse or other beneficiary after benefit commencement or recommencement by the lesser of:

- (1) The excess of the amount of the benefits paid to the Participant with respect to months in which the Participant had Suspension Service over the amount of such benefits which have been restored to, or recovered by, the Plan, or
 - (2) 25% of the Participant's monthly (or periodic) benefit payments.
- (D) Notifications. No payment shall be withheld or suspended by the Plan pursuant to this Section until the Plan has notified the Participant by personal delivery or first class mail of the fact that such withholding or suspension is occurring or will occur. Such notification will contain a detailed description of the specific reasons why benefit payments are being suspended or withheld, a general description of the Plan provisions relating to the suspension of benefit payments, a copy of such provisions, and a statement that the applicable Department of Labor regulations governing suspensions of benefits may be found at Title 29, Code of Federal Regulations, §2530.203-3. The notification shall also advise the Participant, Spouse or other beneficiary to whom directed of the Plan's procedure for affording a review of the suspension of benefits. In the event any payment is withheld or suspended on or after the Effective Date prior to the provision of notice as described in this Section, the Participant's benefit payable thereafter shall be actuarially increased, using the Plan's factors for determining Actuarial Equivalent benefits, to compensate for such withholding or suspension.

Suspensions Prior to Normal Retirement Date. If a Participant is reemployed as an Employee after his Annuity Commencement Date and prior to his Normal Retirement Date, benefits otherwise payable to the Participant shall be suspended under this Section 9.14 during the Participant's period of reemployment prior to his Normal Retirement Date; provided, that such suspension shall not occur during a period of reemployment after December 31, 1993 unless the Participant is eligible for and accruing benefits under a qualified plan maintained by the Employer or an affiliate. If the reemployed Participant continues in employment beyond his Normal Retirement Date, such Participant's benefits shall continue to be suspended in accordance with subsection (A) and shall recommence as described in that subsection. If the reemployed Participant again has a Termination of Employment prior to his Normal Retirement Date, the Participant's benefits, recalculated on the basis of years of Credited Service (if any) earned during the period of suspension, shall commence to be paid pursuant to Section 5.1. or 5A.1, whichever applies, as if the Participant had not previously elected an Annuity Commencement Date. In either event, the Participant's benefits upon recommencement shall be reduced by the Actuarial Equivalent of the benefits paid prior to the Participant's Normal Retirement Date.

Form of Payment of Recommended Benefits. A Participant whose benefits have been suspended during a period of reemployment shall be entitled to elect the form of payment

for his entire benefit, including amounts accrued both before and during reemployment, in accordance with Section 9.

Minimum Resumed Pension. Notwithstanding anything in this Section 9.14 to the contrary, the monthly pension payable to a Participant upon recommencement of benefits after a suspension with respect to Credited Service earned before his prior Separation from Service shall never be less than the amount of his monthly pension in effect prior to the suspension, adjusted to reflect any optional form of benefit elected for his resumed pension.

- 9.15 **Late Application, or Failure to Apply, For Benefits.** In the event a Participant, or a Participant's Spouse entitled to a survivor benefit under Section 11.1, fails to apply to the Plan Administrator for benefits by the later of (a) the Participant's Normal Retirement Date or (b) the date the Participant's Termination of Employment occurs, the Plan Administrator shall make diligent efforts to locate the Participant or Spouse and shall either obtain an application or commence payments without an application. In the event the Participant fails to complete an application, payments shall be made in the 50% Joint and Survivor form described in Section 9.1, using the date listed in the Plan Administrator records for the Participant's Spouse's date of birth or, if such records are incomplete or uncertain, assuming the Participant's Spouse is the same age as the Participant. In such event, if the actual date of birth of the Participant's Spouse is found to vary from the birth date that was used to calculate payments made, the Plan shall recalculate future payment amounts and adjust prospectively and retroactively for any past overpayments or underpayments. Except as provided in Section 9.5, no payments shall be made for the period in which benefits would have been payable pursuant to Section 4.1, 5.1, or 5.3 if the Participant or Spouse had made timely application; provided, however, that if the Participant's Normal Retirement Date precedes the Participant's or Spouse's Annuity Commencement Date, the retirement income payable to the Participant or the Spouse on and after the Annuity Commencement Date, except as otherwise provided in Section 9.5, shall equal the retirement income the Participant or Spouse would have received had retirement income commenced on the Participant's Normal Retirement Date (or the first day of the month following the last calendar month in which the Participant is deemed to have Suspension Service under Section 9.14, if later) and then adjusted by multiplying by the applicable Adjustment Factor described in Section 2.2(c). Notwithstanding any provision in the Plan to the contrary, payments shall commence no later than the Participant's payment commencement date as described in Section 9.8.

The Plan Administrator shall make a reasonable effort to locate all persons entitled to benefits under the Plan in accordance with applicable guidance, which shall include the mailing of a registered letter to such persons at their last known addresses. However, if, after a reasonable period of time (as determined in the Plan Administrator's discretion or as otherwise required by applicable law) from the date such benefit shall be due, any such persons entitled to benefits have not been located, their rights under the Plan shall stand suspended and any amounts due to them shall be deemed forfeited. However, if a person subsequently makes a valid claim with respect to such forfeited amounts, such benefits shall be reinstated.

SECTION 10 RETIREMENT INCOME: OPTIONAL FORMS OF PAYMENT

10.1 Contingent Pensioner Option

The Participant who elects this option will receive a reduced amount of retirement income during his lifetime, so that after his death retirement income in the same amount, 75%, 66-2/3% or 50% thereof (as specified in the election) will be paid for the life of the Contingent Pensioner designated by the Participant, if surviving the Participant.

If the option is in effect on the Participant's Annuity Commencement Date, the amount of retirement income payable to the Participant will be determined by multiplying the amount which would otherwise be payable to him, assuming the normal form described in Section 9.2 is effective, by the appropriate Adjustment Factor.

This option will be inoperative if the Contingent Pensioner dies before the Participant's Annuity Commencement Date or the Participant dies before his Annuity Commencement Date and the terms of the next paragraph are not applicable.

If a Participant who has elected this option dies on or after his Normal Retirement Date but before his Annuity Commencement Date, his Contingent Pensioner will receive retirement income payments beginning on the first day of the month next following the Participant's death and continuing for the balance of his life.

These retirement income payments will be equal to the amount which would have been payable to the Participant had he retired hereunder on such first day of the month with the option in effect, as adjusted by the continuation percentage (100%, 75%, 66-2/3%, or 50%) elected by the Participant.

10.2 Ten Years Certain and Life Option

The Participant who elects this option will receive a reduced amount of retirement income during his lifetime, so that if his death occurs within the ten-year certain period commencing upon the Annuity Commencement Date, retirement income in the same amount will be paid to the Beneficiary designated by the Participant for the balance of this ten-year certain period.

If the option is in effect on the Participant's Annuity Commencement Date, the amount of retirement income payable to the Participant will be determined by multiplying the amount which would otherwise be payable to him, assuming the normal form described in Section 9.2 is effective, by the appropriate Adjustment Factor.

This option will be inoperative if the Participant dies before his Annuity Commencement Date or Normal Retirement Date, whichever is earlier.

If a Participant who has elected this option dies on or after his Normal Retirement Date, but before his Annuity Commencement Date, his Beneficiary will receive retirement income payments beginning on the first day of the month next following the Participant's death and continuing until the end of the ten-year certain period. These retirement

income payments will be in the same amount as would have been payable had the Participant retired hereunder on such first day of the month with the option in effect.

10.3 Social Security Option

The Participant who elects this option will receive increased retirement income before his Social Security Commencement Date and reduced retirement income thereafter, so that the Participant's total benefit under this Plan and the Social Security Act will be paid in a generally level amount throughout his retirement.

For purposes of this option, the following terms are defined:

- (A) Social Security Amount means the yearly Primary Insurance Amount, or portion thereof, which the Participant is expected to receive based on his Social Security Retirement Age as determined under the Social Security Act as in effect on his Annuity Commencement Date, or the date his Service ceases, if earlier.
- (B) Social Security Retirement Age means the age at which reduced benefits are payable under the Social Security Act to a Participant. For individuals born before January 1, 1938, this is age 65. For individuals born after December 31, 1937 but before January 1, 1955, this is age 66. For individuals born after December 31, 1954, this is age 67.
- (C) Social Security Commencement Date means the first day of the month following the date the Participant's Social Security Amount is expected to commence, or the first day of the month following the date the Participant attains his Social Security Retirement Age, whichever is earlier.

A Participant may elect this option if his Annuity Commencement Date precedes his Social Security Commencement Date. Upon such election, the Employer will determine the Participant's Social Security Amount and Social Security Commencement Date on the basis of the Social Security Act as then constituted.

The amount of increased retirement income will be equal to the amount of retirement income which would have been payable to the Participant if this option had not been elected, assuming the normal form described in Section 9.2 is effective, plus his Social Security Amount multiplied by the appropriate Adjustment Factor. The amount of reduced retirement income will be equal to the increased amount of retirement income payable to the Participant before his Social Security Commencement Date minus his Social Security Amount.

In the event the reduced annual retirement income payable to a Participant at his expected Social Security Commencement Date is \$120.00 or less, the commuted value of this reduced retirement income will be payable in a lump sum payment upon the Participant's attainment of his expected Social Security Commencement Date.

In addition, if the reduced annual retirement income payable to a Participant at his expected Social Security Commencement Date equals -0- or less, no further benefit will be payable under the terms of this option.

SECTION 11 DEATH BENEFITS AND BENEFICIARY PROVISIONS

11.1 Death Before Annuity Commencement Date

(A) In General

If a Participant dies before his Annuity Commencement Date and has a Spouse as of his date of death, such Spouse will be eligible to receive retirement income if the Preretirement Spouse Benefit is in effect.

Otherwise, no benefit will become payable.

(B) After Normal Retirement Date

The preceding provisions of this Section notwithstanding, if a Participant dies on or after his Normal Retirement Date but before his late Annuity Commencement Date and an optional form of payment is in effect on such Participant's death, any benefit payable will be paid in accordance with such form.

11.2 Death On or After Annuity Commencement Date

If a Participant dies on or after his Annuity Commencement Date and has a Spouse as of his date of death, retirement income as described in Section 9.1 of this Plan will be paid to the Participant's Spouse, provided another form of payment is not in effect.

If a Participant who has no Spouse dies on or after his Annuity Commencement Date, no further retirement income will be payable because of his coverage, unless an optional form of payment is in effect.

If an optional form of payment is in effect when the Participant's death occurs, any further payment will be made in accordance with the provisions of such option.

11.3 Beneficiary

If a death benefit may become payable to a Beneficiary because of a Participant's coverage, the Participant will designate a Beneficiary and, subject to the spousal consent requirements of Section 9.4, may change from time to time his designation of Beneficiary by filing a written notice with the Employer.

A designation of a nonspouse Beneficiary which does not include the appropriate spousal consent, including any such designation made prior to August 23, 1984 by a married Participant who has an Hour of Service on or after August 23, 1984, shall not be considered valid. When a valid Beneficiary designation does not exist and a married Participant's death occurs prior to his Annuity Commencement Date, the Preretirement Spouse Benefit described in Section 8 shall become payable.

Provided that the appropriate spousal consent is obtained, if a death benefit becomes payable upon the death of the Participant, it shall be paid to the Beneficiary most recently

designated by the Participant, if then living. If a designated Beneficiary is not living at the time such a death benefit becomes payable, or if no Beneficiary has been designated, the death benefit shall be paid to the Participant's Spouse, if living; otherwise in equal shares to surviving children of the Participant; and in the event none of the above-named individuals survives the Participant, the death benefit shall be paid to the executor or Administrator of the Participant's estate.

SECTION 12 FUNDING OF BENEFITS

12.1 Contributions to the Fund

From time to time, in accordance with the requirements of Code section 412 and regulations thereunder, the Employer shall make such contributions to the Fund as the Principal Employer determines are required in order to maintain the Plan on a sound actuarial basis and meet the minimum funding requirements of Code section 412 and related regulations.

In determining the amount and incidence of such contributions, the Principal Employer will take into account such actuarial recommendations as may be provided by an enrolled actuary as defined by ERISA.

12.2 Fund for Exclusive Benefit of Participants

The Fund is for the exclusive benefit of Participants and other persons who may become entitled to benefits hereunder and may also be used to pay any reasonable expenses arising from the operation of the Plan. Prior to the satisfaction of all liabilities for benefits provided hereunder, no contribution made to the Fund will be refunded to the Employer unless such contribution was made by reason of mistake of fact. Such refund must be made within one year from the date the contribution was made.

12.3 Disposition of Credits and Forfeitures

No credit or forfeitures arising from the operation of the Plan may be used to increase the benefit of any Participant or group of Participants but will instead be taken into account in determining contributions to be made by the Employer.

SECTION 13 FIDUCIARY RESPONSIBILITY PROVISIONS

13.1 Fiduciary Responsibility Provisions

As required by ERISA, the Principal Employer has appointed certain named fiduciaries of this Plan and, until otherwise changed by action of the Principal Employer's Board of Trustees, such named fiduciary is the Principal Employer.

The named fiduciary or fiduciaries, as the case may be, shall have the authority to control and manage the operation of this Plan and shall be responsible for establishing and carrying out a funding policy and method consistent with the objectives of this Plan and the requirements of ERISA. If more than one fiduciary has been named, this authority and responsibility shall be jointly and severally shared.

Any person or group of persons may serve in more than one fiduciary capacity with respect to this Plan. A named fiduciary (or a fiduciary designated by a named fiduciary) may employ one or more persons to render advice with regard to any responsibilities such fiduciary has under the Plan. A person who is a named fiduciary with respect to control and management of the assets of the Plan may appoint an investment manager or managers to manage any assets of the Plan. Unless it shall agree to accept additional fiduciary responsibility, the insurance carrier's liability as a fiduciary is limited to that arising from its management of any assets of the Plan held by the insurance carrier in one or more of its separate accounts.

The Principal Employer may allocate fiduciary responsibilities (other than trustee responsibilities) among named fiduciaries if there is more than one. Provision may be made for named fiduciaries to designate persons other than named fiduciaries to carry out fiduciary responsibilities under the Plan. If any fiduciary responsibility of a named fiduciary is allocated to any person or a person is designated to carry out such responsibility, then such named fiduciary shall not be liable for any act or omission of such person in carrying out such responsibility except as provided by ERISA.

No fiduciary guarantees the Fund in any manner against investment loss or depreciation of asset value.

SECTION 14 PLAN ADMINISTRATOR

14.1 Appointment and Acceptance

As required by ERISA, the Principal Employer has appointed a Plan Administrator of this Plan by designating either an individual to act in this capacity or an office or a position whose occupant will act in this capacity. The person designated as Plan Administrator shall signify acceptance of this position in writing.

The Plan Administrator is a fiduciary within the meaning of ERISA.

14.2 Duties and Authority

The Plan Administrator shall administer the Plan on behalf of the Principal Employer in a nondiscriminatory manner for the exclusive benefit of Participants and their Beneficiaries.

The Plan Administrator shall perform all such duties as are necessary to operate, administer, and manage the Plan in accordance with the terms thereof, including but not limited to the following:

- (A) To determine all questions relating to a Participant's coverage under the Plan,
- (B) To maintain all necessary records for the administration of the Plan,
- (C) To compute and authorize the payment of retirement income and other benefit payments to eligible Participants and Beneficiaries,
- (D) To interpret and construe the provisions of the Plan and to make regulations which are not inconsistent with the terms thereof,
- (E) To advise or assist Participants regarding any rights, benefits, or elections available under the Plan.

The Plan Administrator shall take such actions as are necessary to establish and maintain the Plan as a retirement program which is at all times in full and timely compliance with any law or regulation having pertinence to this Plan.

The Plan Administrator shall be granted by the Employer all reasonable powers necessary or appropriate to accomplish his duties as Plan Administrator.

14.3 Expenses and Assistance

All reasonable expenses necessary to operate and administer the Plan shall be borne by the Principal Employer. The Employer shall furnish the Plan Administrator with such clerical and other assistance as is required in the performance of his duties.

14.4 Participants and Other Payees - Data

Participants and other persons affected by the Plan shall furnish the Plan Administrator upon request such documents, evidence, or information which the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The Plan Administrator may cause to be withheld any benefit payment otherwise due the Participant or other person, until the required document, evidence, Or other information is so furnished.

14.5 Resignation and Removal of Plan Administrator

The Plan Administrator may resign at any time by delivering to the Principal Employer a written notice of resignation to take effect at a date specified therein. Such date should not be less than 30 days after the delivery of the resignation, unless waived by the Principal Employer.

The Plan Administrator may be removed with or without cause by the Principal Employer through delivery to him of written notice of removal to take effect at a date specified therein.

14.6 Appointment of Successor Plan Administrator

In the event the office of Plan Administrator is vacant, the Principal Employer shall promptly designate a successor Plan Administrator who must signify acceptance of this position in writing. In the event no successor is appointed, the Board of Trustees or other governing body of the Principal Employer shall function as the Plan Administrator until a new Plan Administrator has been appointed and has accepted such appointment.

14.7 Plan Administration - Miscellaneous

- (A) Filing a Claim for Benefits. A Participant or Beneficiary shall notify the Plan Administrator of a claim for benefits under the Plan. Such request may be in any form adequate to give reasonable notice to the Plan Administrator, shall set forth the basis of such claim, and shall authorize the Plan Administrator to conduct such examinations as may be necessary to determine the validity of the claim and to take such steps as may be necessary to facilitate the payment of any benefits to which the Participant or Beneficiary may be entitled under the Plan.
- (B) Denial of Claim. Whenever a claim for benefits by any Participant or Beneficiary has been denied, written notice prepared in a manner calculated to be understood by the Participant or Beneficiary will be provided, with such notice specifying the reason or reasons for denial, including specific reference to pertinent Plan provisions, describing any additional material or information necessary for the claimant to perfect the claim (and explaining why such material or information is needed), and advising the claimant of the procedure for the appeal of such denial and the time limits applicable to such procedure, including for claims filed on or after January 1, 2002, a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on

review. It is intended that the claims procedure of this Plan be administered in accordance with the claims procedure regulations of the Department of Labor as set forth in 29 C.F.R. § 2560.503-1, or any successor thereto, and shall be deemed modified to the extent necessary to comply therewith.

- (C) **Governing Law.** The Plan shall be governed and construed in accordance with the laws of the state where the Principal Employer has its principal office.
- (D) **Masculine and Feminine, Singular and Plural.** In construing the text of this Plan, the masculine shall include the feminine; the singular shall include the plural; the plural, the singular wherever the context shall plainly so require.
- (E) **Reference to Laws.** Any reference herein to any section of the federal Internal Revenue Code, ERISA, or any other statute or law shall be deemed to include any successor statute or law of similar import.
- (F) **Small Benefits.** If the Value of a Participant's benefit at the earliest of his Termination of Employment date, date of death, or Retirement Date does not exceed \$5,000, a lump-sum payment of such Value shall be made in lieu of all future benefits regardless if the Participant or his Spouse consents to such payment. In the event such a mandatory lump-sum payment exceeds \$1,000 and the Participant does not elect to either (1) have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or (2) receive the payment directly, then the Plan Administrator will cause the distribution to be paid in a Direct Rollover to an individual retirement plan designated by the Plan Administrator. If the Value of a Participant's benefit at the time of initial distribution of any portion of the benefit is more than \$5,000, then the Value of such benefit at any later time shall be deemed to be more than \$5,000 and no lump-sum payment may be made in accordance with these provisions without the consent of the Participant and his Spouse, if any, as further provided in Section 9.4 of this Plan.
- (G) **Limitation.** Participation in the Plan shall not grant any Participant the right to be retained in the service of the Employer or any other rights other than those to which he is entitled under relevant law or regulations.
- (H) **Divestment of Benefits for Cause Precluded.** In no event may a Participant be divested for cause of retirement income or other benefits which he is eligible to receive.
- (I) **Clerical Error.** If any fact pertaining to eligibility for or amounts of benefits payable under the Plan to a Participant or other payee has been misstated, or in the event of clerical error, the benefits will be adjusted on the basis of the correct facts in a manner precluding individual selection.
- (J) **Domestic Relations Orders.** Notwithstanding any other provisions of this Plan, all or part of the Participant's accrued retirement income may be distributed to an alternate payee(s) pursuant to a domestic relations order. Such domestic relations

order creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee(s) the right to receive all or a portion of the benefits payable with respect to a participant under a plan. Such distribution may be made even if the Participant is not eligible to receive a distribution at the time of payment to the alternate payee(s).

- (K) If it is determined that a Participant, beneficiary, spouse, or alternative payee has received an incorrect payment(s) for any reason, overpayments shall be charged against, and underpayments shall be added to, any benefits otherwise payable to any such individual.

SECTION 15 AMENDMENT AND TERMINATION OF PLAN

15.1 Amendment - General

The Plan Administrator reserves the right to amend or modify the Plan in whole or in part from time to time, provided that such amendment or modification shall be in accordance with the Board of Trustees' resolution that describes the amendment procedure and provided further that the amendment or modification is signed by the Plan Administrator or other authorized representative of Villanova University. No such amendment may decrease the amount of retirement income accrued hereunder by a Participant prior to the later of the effective date or adoption date of the amendment or may eliminate or restrict the availability of an optional form of payment (including early retirement provisions) with respect to a Participant's retirement income accrued prior to the later of the effective date or adoption date of the amendment. However, the Plan Administrator or other designated authorized representative of Villanova University may make any amendment or modification (of retroactive effect, if necessary) to establish and maintain the Plan's qualification under section 401(a) of the Federal Internal Revenue Code and to bring the Plan into full compliance with ERISA.

15.2 Amendment - Merger or Consolidation of Plan

This Plan may be amended by the Plan Administrator or other designated authorized representative of Villanova University to provide for the merger or consolidation of the Plan with another retirement plan or for the transfer of assets and liabilities hereunder to another retirement plan. Such amendment shall be in accordance with the procedure in Section 15.1. This Plan may be amended by the Principal Employer to provide for the withdrawal from participation hereunder of an Employer for the merger and consolidation of such Employer's retirement plan as heretofore described in this Plan with another retirement plan or for the transfer of assets and liabilities hereunder attributable to such Employer's participation in this Plan to another retirement plan.

In the event of a merger, consolidation, or transfer of assets as described above, each Participant affected by such an amendment shall receive retirement income under such other retirement plan after the merger, consolidation or transfer (determined as if that plan had then terminated) which is at least as great as the retirement income he would have received under this Plan immediately prior to the merger, consolidation or transfer (determined as if this Plan had then terminated). Any optional forms of payment, including early retirement provisions, applicable to a Participant's retirement income accrued under this Plan prior to a merger, consolidation or transfer shall continue to apply to such prior accrued retirement income after the merger, consolidation or transfer, unless the following requirements are met:

- (A) The Participant makes a voluntary, fully informed election to transfer his benefits to such other plan;
- (B) The Participant's Spouse, if any, consents to such transfer of benefits in the manner provided in Section 9.4 of this Plan;

- (C) The Participant receives the written explanation described in Section 9.5 of this Plan; and
- (D) In the absence of an election to transfer benefits to the other plan, the Participant is eligible to receive an immediate distribution from this Plan.

In addition, assets may be transferred from this Plan to a defined contribution plan maintained by the Principal Employer only if the requirements specified above are met.

15.3 Partial Termination of Plan

In the event a partial termination of the Plan occurs with respect to a specified Employer or Employers or other group or groups of Participants, the Principal Employer shall cause to be allocated and segregated for the benefit of such Participants a proportionate interest in the Fund. Such proportionate interest shall be determined by an enrolled actuary as defined by ERISA and applied by the Principal Employer to provide retirement income to such Participants in accordance with the following terms of this Section. Any retirement income so provided shall be forfeitable. However, no Participant or other individual shall have recourse toward the satisfaction of any benefit accrued under the Plan other than from the Fund or the Pension Benefit Guaranty Corporation.

Such partial termination shall be in accordance with the procedure in Section 15.1.

15.4 Termination of Plan

The Plan Administrator or other designated authorized representative of Villanova University intends to continue the Plan indefinitely but reserves the right to terminate it at any time. Such termination shall be in accordance with the procedure in Section 15.1. The date when the Plan is terminated shall be referred to in this Section as the Plan Termination Date.

As of the Plan Termination Date, retirement income accrued on account of Participants' coverage hereunder shall be nonforfeitable. However, no Participant or other individual shall have recourse toward the satisfaction of any benefit accrued under the Plan other than from the Fund or the Pension Benefit Guaranty Corporation. In addition, any and all elections made in accordance with Section 9.4 of this Plan, relating to the Preretirement Death Benefit and the Joint and Survivor form of payment, will continue to apply and continue to be honored upon termination of the Plan. After any final expenses have been withdrawn from the Fund, the Principal Employer shall cause the amount remaining in the Fund to be allocated according to the following categories in the order given:

- (A) First, there shall be allocated an amount necessary to provide retirement income for Participants and other individuals who, three years prior to the Plan Termination Date, were either receiving retirement income, or would have been eligible to receive retirement income had they then retired. (For this purpose "retirement income" means retirement income determined for the Participant or individual in accordance with provisions of the Plan in effect five years prior to the Plan Termination Date.)

- (B) Second, there shall be allocated an amount necessary to provide all other retirement income guaranteed under Title IV of ERISA, as determined in accordance with section 4044 thereof.
- (C) Third, there shall be allocated an amount necessary to provide all other retirement income not guaranteed by ERISA which vests in each Participant in accordance with Section 6, assuming that the Plan Termination Date is his Termination of Employment date.
- (D) Fourth, there shall be allocated an amount necessary to provide all other retirement income accrued by Participants as of the Plan Termination Date but not then vested in accordance with Section 6.

The amount necessary to provide the retirement income specified in each of the above categories shall be determined in accordance with annuity purchase rate assumptions selected by the Principal Employer in accordance with such governmental regulations as may apply.

Amounts allocated on a Participant's behalf under any category above shall be appropriately adjusted if:

- (A) An amount has been allocated on such Participant's behalf under a prior category, and/or
- (B) All or a portion of a Participant's retirement income has been guaranteed under an insurance company contract prior to the Plan Termination Date.

In addition, for Plan Years beginning on or after January 1, 1992 the benefit (as defined in Section 9.12 of this Plan) of any Highly Compensated Active Employee or Highly Compensated Former Employee is limited to a benefit that is nondiscriminatory under section 401(a)(4) of the Code.

If the amount available for allocation under any category is not sufficient to fully provide retirement income specified for such category, a pro rata allocation of the amount available will be made and reduced retirement income will be provided to the extent possible.

As provided by ERISA, the Internal Revenue Service may require that the Fund be allocated in a manner different than that specified above in order to meet nondiscrimination requirements.

After the assets of the Fund have been withdrawn and allocated in accordance with the preceding terms of this Section, any amount remaining in the Fund will be returned to the Employer.

Villanova University herewith causes this amended and restated Plan to be executed on the 20th day of December 2021, by its duly authorized officer.

VILLANOVA UNIVERSITY

Sarah Coffey
Witness

[Signature]
Authorized Officer

Vice President for Finance and
Chief Financial officer
Title

Table I**EARLY RETIREMENT ADJUSTMENT FACTORS**

Number of Years and Months from Retirement Date
to Normal Retirement Date

Months/ Years	0	1	2	3	4	5
0		92.8%	85.6%	78.4%	71.2%	64.0%
1	99.4%	92.2	85.0	77.8	70.6	63.7
2	98.8	91.6	84.4	77.2	70.0	63.4
3	98.2	91.0	83.8	76.6	69.4	63.1
4	97.6	90.4	83.2	76.0	68.8	62.8
5	97.0	89.8	82.6	75.4	68.2	62.5
6	96.4	89.2	82.0	74.8	67.6	62.2
7	95.8	88.6	81.4	74.2	67.0	61.9
8	95.2	88.0	80.8	73.6	66.4	61.6
9	94.6	87.4	80.2	73.0	65.8	61.3
10	94.0	86.8	79.6	72.4	65.2	61.0
11	93.4	86.2	79.0	71.8	64.6	60.7

Number of Years and Months from Retirement Date
to Normal Retirement Date

Months/ Years	6	7	8	9	10
0	60.4%	56.8%	53.2%	49.6%	46.0%
1	60.1	56.5	52.9	49.3	
2	59.8	56.2	52.6	49.0	
3	59.5	55.9	52.3	48.7	
4	59.2	55.6	52.0	48.4	
5	58.9	55.3	51.7	48.1	
6	58.6	55.0	51.4	47.8	
7	58.3	54.7	51.1	47.5	
8	58.0	54.4	50.8	47.2	
9	57.7	54.1	50.5	46.9	
10	57.4	53.8	50.2	46.6	
11	57.1	53.5	49.9	46.3	

Table II**LATE RETIREMENT ADJUSTMENT FACTORS**

Number of Years and Months from Retirement
Date to Normal Retirement Date

Months/ Years	0	1	2	3	4	5
0		107.2%	115.6%	125.2%	136.0%	148.0%
1	100.6%	107.9	116.4	126.1	137.0	149.1
2	101.2	108.6	117.2	127.0	138.0	150.2
3	101.8	109.3	118.0	127.9	139.0	151.3
4	102.4	110.0	118.8	128.8	140.0	152.4
5	103.0	110.7	119.6	129.7	141.0	153.5
6	103.6	111.4	120.4	130.6	142.0	154.6
7	104.2	112.1	121.2	131.5	143.0	155.7
8	104.8	112.8	122.0	132.4	144.0	156.8
9	105.4	113.5	122.8	133.3	145.0	157.9
10	106.0	114.2	123.6	134.2	146.0	159.0
11	106.6	114.9	124.4	135.1	147.0	160.1

Number of Years and Months from Retirement
Date to Normal Retirement Date

Months/Ye ars	6	7	8	9	10
0	161.2%	175.6%	191.2%	208.0%	226.0%
1	162.4	176.9	192.6	209.5	
2	163.6	178.2	194.0	211.0	
3	164.8	179.5	195.4	212.5	
4	166.0	180.8	196.8	214.0	
5	167.2	182.1	198.2	215.5	
6	168.4	183.4	199.6	217.0	
7	169.6	184.7	201.0	218.5	
8	170.8	186.0	202.4	220.0	
9	172.0	187.3	203.8	221.5	
10	173.2	188.6	205.2	223.0	
11	174.4	189.9	206.6	224.5	

Factors for other years and months will be determined in a manner consistent with the manner used in determining these factors.

Table III

SOCIAL SECURITY ADJUSTMENT FACTORS

	Number of Years From Retirement Date to Social Security Commencement Date*		Participant's Age Nearest Birthday on <u>Social Security Commencement Date</u>			
	62	63	64	65	66	67
12	37.1	36.4	35.7	35.0	34.2	33.4
11	40.0	39.9	38.6	37.9	37.1	36.3
10	43.2	42.5	41.8	41.0	40.2	39.4
9	46.6	46.0	45.3	44.5	43.7	42.9
8	50.5	49.8	49.1	48.3	47.5	46.7
7	54.7	54.0	53.3	52.6	51.8	51.0
6	59.3	58.7	58.0	57.3	56.6	55.8
5	64.5	63.9	63.2	62.6	61.9	61.1
4	70.1	69.6	69.0	68.4	67.8	67.1
3	76.4	76.0	75.5	75.0	74.4	73.9
2	83.4	83.1	82.7	82.4	81.9	81.5
1	91.3	91.1	90.9	90.6	90.4	90.1

* If the number of years is not an integer, the percentage will be determined by a straight line interpolation between the percentage for the next higher integer and the percentage for the next lower integer.

Other factors will be determined in a manner consistent with the manner used in determining these factors.