YOUR RETIREMENT PLAN

Holy Cross Retirement Plan for Nonexempt Employees

SUMMARY PLAN DESCRIPTION

January 2014

This booklet is a Summary Plan Description (SPD) for the Holy Cross Retirement Plan for Nonexempt Employees (referred to in this booklet as the "Holy Cross Retirement Plan" or "Plan") and replaces all prior descriptions of the Plan.

This SPD is intended to be an easy-to-understand explanation of your benefits. It does not include all Plan provisions, especially those relating to situations that are unlikely to occur or that could affect only a few members. The official Plan documents contain the full Plan details. If a description in this booklet or any oral representation differs from the Plan documents, the Plan documents will govern.

Holy Cross reserves the right to modify, suspend, amend or terminate this Plan at any time and for any reason. The authority to make such changes rests with the College's Board of Trustees (or its delegate). The College's decision to change or end the Plan may be due to changes in laws governing employee benefit plans, the requirements of the Internal Revenue Service or ERISA (Employee Retirement Income Security Act of 1974), or any other reason.

Membership in the Holy Cross Retirement Plan is not an offer or guarantee of employment and does not create an employment contract with any employee.

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Introduction

The Holy Cross Retirement Plan is designed to help you build income for your retirement years. Any benefit you receive from this Plan will be in addition to the amount you receive from Social Security and from your other personal savings and investments.

The Plan was first offered in 1959. Since then it has been amended and restated from time to time to adjust the Plan's benefit formula and to comply with federal regulations that govern employee benefit plans. This booklet describes the Plan's major features as of January 1, 2014. Please read it carefully and keep it for your reference. If you have questions about the Plan, you may contact Human Resources at 508-793-3391.

The Plan at a Glance

Eligibility	You are eligible for membership after you have completed 1,000 hours of service in your first 12 months of employment or in any subsequent plan year (July 1 – June 30).
Enrollment	Enrollment is automatic when you become eligible provided you are an eligible employee on that date.
Cost	There is no cost to you for your membership in the Plan. The College funds the entire cost.
Benefit	Your benefit will be based on a formula that uses your years of benefit service and your eligible annual earnings while a Member of the Plan.
Vesting	You will become vested in your benefit from the Plan when you complete five years of vesting service.
Collecting Your Benefit	You may be eligible to begin payments from the Plan as early as age 55 if you have at least 10 years of vesting service when you leave the College. Normal retirement is generally at age 65 or the fifth anniversary of your membership in the Plan, whichever is later.
Payment Options	If the present value of your benefit at termination is $1,000 or less, it will automatically be paid to you in a single lump sum shortly after you leave Holy Cross. Otherwise, you may choose from a variety of payment options that allow you to elect payments for your life only or for your life with continuing payments to a beneficiary.

How the Plan Works

Eligibility

Generally, you are eligible for membership in the Plan if you are a regular employee paid on an hourly basis and have:

- Completed 1,000 hours of service during your first 12 months of eligible employment or in any subsequent plan year (July 1 – June 30) and,
- Reached age 21.

Hours of service include hours of paid working time as well as certain hours of paid non-working time such as holidays, vacations, sick leave and approved leaves of absence up to one year. However, you will be credited with no more than 501 hours of service for any plan year during which you are not actively at work unless you are on an approved leave of absence.

You are not eligible for membership in this Plan if you are eligible for membership in the Teachers Insurance and Annuity Association (TIAA) Pension Plan, or are classified as a Food Service banquet employee who is employed on an on-call basis. If you were covered under the TIAA Pension Plan prior to September 1, 1970, and thereafter became eligible but did not join the TIAA Pension Plan, you will continue to be covered under this Plan.

Your Membership in the Plan

Enrollment in the Plan is automatic effective the first January 1 or July 1 after you satisfy the eligibility requirements for membership above. You do not have to complete any forms. You will remain an active member of the Plan during all periods that you are an eligible employee and are earning benefit service. Your membership will become inactive if you:

- Terminate employment
- Transfer to an ineligible position
- Incur one or more one-year breaks in service, defined as plan years in which you are employed by the College, but perform less than 501 hours of service (Refer to page 4 for more information on service.)

If You Were Rehired on or Before June 30, 1999

If you left the College after you became a member of the Plan, and then resumed eligible employment with the College on or before June 30, 1999, your active membership will be reinstated immediately upon your rehire. You will receive credit for your prior vesting and benefit service. In addition, if you returned to eligible employment within 12 months of your termination date, your period of absence will count as eligibility and vesting service (see page 4).

If You are Rehired On or After July 1, 1999

If you are a member of the Plan, leave the College, and are later rehired on or after July 1, 1999, the date that your active membership is reinstated in the Plan will depend on:

- Whether you were vested when your employment terminated, and
- The duration of your absence.

MEMBERSHIP FOLLOWING REHIRE

If you were not vested and...	Then...
■ Had four or fewer consecutive one-year breaks in service *(plan years in which you performed less than 501 hours of service in an eligible position)*	■ Your membership in the plan will be retroactive to your date of rehire after you complete one year of eligibility service ■ You will receive credit for your prior vesting and benefit service
■ Had a substantial break in service *(five or more consecutive one-year breaks in service)*	■ You will be treated as a new employee for all plan purposes, with no credit for prior services
If you were vested and...	**Then...**
■ Had at least a one-year break in service *(a plan year in which you performed less than 501 hours of service in an eligible position)*	■ Your membership in the plan will be retroactive to your date of rehire after you complete one year of eligibility service ■ You will automatically be vested ■ You will receive credit for your prior vesting and benefit service

In the event that you receive a lump-sum settlement of your vested benefit and are later re-employed, special rules about the credit you receive for prior service may apply.

If you leave the College before you are a member of the Plan, you will again have to satisfy the eligibility requirements for membership. Your prior service at the College will not count toward your eligibility.

Vesting

You will be vested in your benefit after you have five years of vesting service (see *Service* below). After you become vested, you will be entitled to a benefit from the Plan.

Service

Under the Plan there are four types of service: *eligibility service*, *vesting service*, *benefit service* and *minimum benefit service*. Here's how they work.

Eligibility Service

To become a member of the Plan, you must have at least one year of eligibility service. You receive a year of eligibility service when you perform 1,000 hours of service in your first 12 months of eligible employment or perform 1,000 hours of service in any subsequent plan year (July 1– June 30).

Vesting Service

Vesting service determines your *eligibility* to receive a retirement benefit and the date at which monthly benefits may begin.

- After you complete five years of vesting service in the Plan, you have a nonforfeitable right to a benefit.
- If you have ten years of vesting service when your employment terminates, you may begin receiving payments as early as age 55. Otherwise, payments begin at age 65.

You earn a year of vesting service for any plan year in which you perform 1,000 hours of service and have reached age 18.

Benefit Service

Benefit service determines the *amount* of the benefit you are entitled to receive. The method for calculating benefit service differs for the periods before and since July 1, 1997, as described below. However, regardless of the period, benefit service will not include:

- Authorized leave of absence in excess of one year
- Any military leave other than a Qualified Military Leave under federal law

Before July 1, 1997

You receive a year of benefit service for every plan year after you become a member through June 30, 1997.

Since July 1, 1997

Once you are a member of the Plan, you receive a year of benefit service for every plan year (July 1 – June 30) that you complete 1,000 hours of service. Hours of service include hours of paid working time as well as certain hours of paid nonworking time, such as holidays, vacations, sick leave, jury duty and authorized leaves of absence. However, you can receive no more than 501 hours of service for any plan year during which you are not actively employed.

Benefit Service for Partial Years

Under the annual earnings formula (see page 6), you may be eligible to receive a year of benefit service for the year you first became a member of the Plan and/or the year you terminate from the College, even if you do not perform 1,000 hours of service during those years.

Here's how it works: If you become a member after the beginning of a plan year or leave before the end of a plan year, you will receive a year of benefit service if you complete a proportionate number of hours during the partial years.

Example

If you terminate employment on October 31 of a given plan year, you will be credited with a year of benefit service if you complete at least 333.33 hours of service during the four months of the plan year that you are employed (1,000 x 1/12 x 4 months). If you complete less than 333.33 hours, you will receive no benefit service credit for that year.

Minimum Benefit Service

Minimum benefit service determines the amount of your benefit under the minimum benefit formula. If you terminate or retire after you are vested in the Plan, your benefit will be calculated under both the annual earnings formula and the minimum benefit formula.

For the purposes of the minimum benefit formula, minimum benefit service is defined as follows:

- For periods through June 30, 1997, minimum benefit service is measured by elapsed time (e.g., a person hired on April 1, 1989, and continuously employed in an eligible position would have 6.25 years of minimum benefit service as of June 30, 1997).
- For periods beginning July 1, 1997, you earn minimum benefit service for every year in which you are a Plan member and perform at least 1,000 hours of service. In addition, you may receive minimum benefit service on a pro-rated basis for the plan year in which you are hired or terminate if you were working at the rate of at least 1,000 hours per year.

Break in Service

A break in service will occur if you leave the college or otherwise have 500 hours of service or less in calendar year, unless:

- You are on an approved military leave. You will not incur a break in service if you return to work in the period your re-employment rights are guaranteed by law.
- You are absent for maternity leave. If you are absent for the birth or adoption of your child or to care for your child immediately following a birth or adoption, you will be credited with up to 501 hours of service in the plan year in which the leave begins. If you don't need the 501 hours to avoid a break in service in that year, the 501 hours will be credited in the next plan year.
- You are on an authorized leave of absence.

A break in service means that your Plan membership stops, and you will not earn any vesting or benefit service for that year. Should you have more than 500 but less than 1,000 hours of service in a calendar year, you will continue to be a Plan member, but you generally will not earn any vesting or benefit service for that year.

Your Retirement Benefit

If you are vested when you leave the College, your normal retirement benefit from the Plan will be calculated in two ways: under the regular *annual earnings formula* and under the *minimum benefit formula*. When you are eligible to begin collecting your benefit, your benefit will be based on the higher amount.

In the event that you are disabled under the terms of the College's Long-term Disability Plan, your benefit will be calculated including the disability service benefit as well as under the minimum benefit formula. Your benefit will be based on the more favorable formula.

Normal Retirement Benefit

Your normal retirement benefit is payable at your normal retirement date. If you were hired on or before June 30, 1997, your normal retirement date under the Plan is the first day of the month coinciding with or following your 65th birthday. For members hired on or after July 1, 1997, normal retirement date is the first day of the month coinciding with or following the later of age 65 or the fifth anniversary of the date you first became a Plan member.

Annual Earnings Formula

The annual earnings formula calculates your normal retirement benefit in two parts, using the following factors:

Past service—your benefit service with the College through June 30, 2000.

Future service—your benefit service with the College after June 30, 2000.

Annual earnings—the regular salary or wages that you receive during the plan year (July 1-June 30), up to the annual IRS compensation limit ($260,000 for 2014, and subject to adjustment annually). Annual earnings include your base cash compensation before any deductions are made, but not special payments such as overtime, bonuses and any other irregular compensation.

Average annual earnings—the average of your annual earnings from July 1, 1995 through June 30, 2000. If you terminated employment between July 1, 1999 and June 30, 2000, your average annual earnings are the greater of the average of your annual earnings from July 1, 1994 through June 30, 1999, or the average of your annual earnings from July 1, 1995 through June 30, 2000.

ANNUAL EARNINGS FORMULA				
Past Service Benefit		**Future Service Benefit**		**Annual Normal Retirement Benefit**
2% x average annual earnings x years of past service	+	2% x annual earnings for each year of future service	=	

In no event will your benefit be less than the benefit you accrued as of June 30, 2000.

In addition, if you become disabled under the terms of the Long-term Disability Plan, you may also be eligible to receive a disability service benefit equal to 2% of your annual earnings for the most recent full plan year you were employed.

Minimum Benefit Formula

Your benefit will also be calculated under the minimum benefit formula. If you terminate employment with the College after you are vested, your minimum annual benefit will be no less than:

MINIMUM BENEFIT FORMULA				
$60	+	years of minimum benefit service through termination date	=	**Annual Normal Retirement Benefit**

Example

Here's an illustration of how the formulas work. The assumptions below show a member who retires on her normal retirement date after a 21-year career at the College.

ASSUMPTIONS		
Date of Hire	July 1, 1989	
Date of Membership	July 1, 1990	
Normal Retirement Date	July 1, 2010	
Actual Retirement Date	July 1, 2010	
Past Service (Benefit service through June 30, 2000)	10	
Future Service (Years of service after June 30, 2000)	10	
Plan Year	Annual Earnings	
July 1, 1995 – June 30, 1996	$32,000	Average Annual Earnings
July 1, 1996 – June 30, 1997	$33,000	$34,000
July 1, 1997 – June 30, 1998	$34,000	(Total annual earnings from
July 1, 1998 – June 30, 1999	$35,000	July 1, 1995 to June 30,
July 1, 1999 – June 30, 2000	$36,000	2000, divided by 5)

ASSUMPTIONS

July 1, 2000 – June 30, 2001	$37,000
July 1, 2001 – June 30, 2002	$38,000
July 1, 2002 – June 30, 2003	$39,000
July 1, 2003 – June 30, 2004	$40,000
July 1, 2004 – June 30, 2005	$41,000
July 1, 2005 – June 30, 2006	$42,000
July 1, 2006 – June 30, 2007	$43,000
July 1, 2007 – June 30, 2008	$44,000
July 1, 2008 – June 30, 2009	$45,000
July 1, 2009 – June 30, 2010	$46,000

The following illustrations show the amounts that this member would receive from the Plan under these assumptions.

ANNUAL EARNINGS FORMULA

Past Service Benefit

2%	x	*Average Annual Earnings x Past Benefit Service*			
.02	**x**	**$34,000**	**x**	**10 years**	**$6,800**

Future Service Benefit

2%	*x*	*2000-01 Annual Earnings*	
.02	**x**	**$37,000**	**$740**
2%	*x*	*2001-02 Annual Earnings*	
.02	**x**	**$38,000**	**$760**
2%	*x*	*2002-03 Annual Earnings*	
.02	**x**	**$39,000**	**$780**
2%	*x*	*2003-04 Annual Earnings*	
.02	**x**	**$40,000**	**$800**
2%	*x*	*2004-05 Annual Earnings*	
.02	**x**	**$41,000**	**$820**
2%	*x*	*2005-06 Annual Earnings*	
.02	**x**	**$42,000**	**$840**
2%	*x*	*2006-07 Annual Earnings*	
.02	**x**	**$43,000**	**$860**
2%	*x*	*2007-08 Annual Earnings*	
.02	**x**	**$44,000**	**$880**
2%	*x*	*2008-09 Annual Earnings*	
.02	**x**	**$45,000**	**$900**

2%	*x*	*2009-10 Annual Earnings*	
.02	**x**	**$46,000**	**$920**
Total Normal Retirement Benefit			**$15,100 per year**
			$ 1,258 per month

MINIMUM BENEFIT FORMULA			
$60	*x*	*Minimum Benefit Service*	
$60	**x**	**21 years**	**$1,260 per month**
			$ 105 per month

In this case, as in most other cases, the annual earnings formula provides the more favorable benefit.

Early Retirement Benefit

You are eligible to retire early and begin collecting your benefit immediately if you are age 55 or older and have at least ten years of vesting service when you leave the College. Your normal retirement benefit would be reduced by .5% (.005) for every month (or 6% [.06] for every year) between your normal retirement date and the date you start early payments. The table below shows the amount of the normal retirement benefit that you would receive, depending on your age when payments begin. Remember also to deduct an additional .005 for each earlier month that you receive your payment. For example, if payments start six months before your 63rd birthday, you would receive 85% of your normal retirement benefit.

BENEFITS PAYABLE AT EARLY RETIREMENT

If payments begin at age...	You receive this portion of your normal retirement benefit	If payments begin at age...	You receive this portion of your normal retirement benefit
65	100%	59	64%
64	94%	58	58%
63	88%	57	52%
62	82%	56	46%
61	76%	55	40%
60	70%		

Example

Assume that this member's birthday falls on June 30 and that she plans to retire at age 60. Also assume that her normal retirement benefit and service are the same as in the previous example. The illustration below shows the amounts that she would receive depending on her age when payments begin.

EARLY RETIREMENT EXAMPLE			
Age at retirement	60		
Benefit service as of retirement	20		
Normal retirement benefit payable monthly at:	Age 65	100%	$1,258
Early retirement benefit payable monthly at:	Age 64	94%	$1,183
	Age 63	88%	$1,107
	Age 62	82%	$1,032
	Age 61	76%	$956
	Age 60	70%	$881

The illustration reflects 12 months of reduction for every year before age 65 that the benefit begins. Members who are eligible for early retirement may elect to begin their benefits the first of any month after age 55. If payments start mid-way through a year, the amount would be adjusted accordingly.

Deferred Retirement Benefit

If you remain employed by the College beyond your normal retirement date, your Plan benefit will be based on your earnings and benefit service up until your actual retirement date.

Deferred Vested Benefit

If your employment with the College ends after you are vested but before you have reached age 55 and have completed ten or more years of vesting service, you will be eligible to receive a deferred vested benefit. The benefit is calculated the same way as a normal retirement benefit. However, if you elect to receive the benefit before age 65 (see *When Benefits Are Paid*), your benefit will be reduced, based on your age and the factors in effect when payments begin.

Example

Suppose you terminate employment with the College at age 47 after 12 years of vesting service. Assume your normal retirement benefit, payable at 65, is $7,800 per year or $650 per month.

Because you were not age 55 or older at termination, you are not eligible for early retirement as described on page 9. However, because you had more than 10 years of vesting service, you may begin benefit payments as early as age 55, with a reduction based on your age when payments begin. Here are the factors that determine the amount you would receive:

DEFERRED VESTED BENEFITS PAYABLE BEFORE AGE 65		
If payments begin at age...	**Multiply your monthly age 65 benefit by...**	**To produce a monthly benefit of...**
65	1.0000	$650
64	.90229	$586
63	.81619	$530
62	.74004	$481
61	.67246	$437
60	.61229	$398
59	.55857	$363
58	.51045	$332
57	.46725	$303
56	.42837	$278
55	.39328	$256

Maximum Retirement Benefits

The Internal Revenue Service determines the maximum retirement benefit that Plan members may receive. This maximum limit is subject to rules and regulations that are issued periodically by the IRS and the Secretary of the Treasury. If you are affected by any limitation, the College will notify you.

Annual Cost of Living Review

To help retiree income keep pace with inflation, the College amended the Plan in 2001 to provide annual cost-of-living adjustments for retirees. Here's how the review process works:

Each year that the Consumer Price Index shows an increase in the cost of living as of March 31, the College will make a corresponding increase, up to a maximum of 3%, in benefits payable to retirees, effective the following July 1. You are eligible for an increase if you have been retired for at least 12 months as of the effective date of any increase.

When Benefits Are Paid

After You Retire or Terminate Employment

Normal Retirement

You are eligible to begin receiving your benefit from the Plan as of your normal retirement date.

If you became a member of the Plan on or after July 1, 1997, your normal retirement date is the later of the first of the month coinciding with or next following:

- Your 65th birthday

- The fifth anniversary of the date you became a member in the Plan

If you were a member of the Plan on or before June 30, 1997, your normal retirement date is the first day of the month coinciding with or next following your 65th birthday.

If you work beyond your normal retirement date, you are eligible to begin payments the first of the month following your actual retirement date.

Early Retirement

Early retirement payments are available if your Holy Cross employment ends after you have completed ten years of vesting service and have reached age 55. If you are eligible for early retirement, you may begin to receive reduced payments the first of the month following your termination, without waiting until your normal retirement date. The reduction in your payments would be based on your age as of the date payments begin.

Vested Termination

If you are not eligible for normal or early retirement when your employment terminates, the date you may begin receiving your vested benefit will depend on your years of vesting service as of your termination date.

With ten or more years of vesting service, you may begin your pension the first of any month after you reach age 55. If you begin deferred vested benefit payments before normal retirement date, you will receive a reduced amount that reflects the actuarial equivalent of your normal retirement benefit. The reduction is based on your age and the interest rate assumptions prescribed by the Plan that are in effect at the time payments start.

With less than ten years of vesting service, you may begin your normal retirement benefit the first of the month coinciding with or next following your 65th birthday.

Age 70 ½ Special Rules

Under IRS rules, you must begin payments by the April 1 following the plan year in which you reach age 70 ½, unless you are employed by the College and remain a member of the Plan beyond that date. Generally, if payment commencement is delayed beyond the date you attain age 70 ½, the benefit you receive starting at your commencement date will not be less than the benefit you earned prior to your attainment of age 70 ½ , actuarially increased to reflect the fact that payment was delayed.

In the Event of Your Death

While You Are Actively Employed

In the event of your death while you are actively employed, your surviving spouse will be eligible for a lifetime benefit if:

- You were vested in the Plan at the time of your death, and

- You were married to your spouse for the 12 months prior to your death.

The pre-retirement death benefit may be payable immediately as a 100% Contingent Annuity (see *Your Payment Options*) if your death occurs after you have met the requirements for early retirement (that is, you are age 55 or older with ten or more years of vesting service). Your spouse will receive lifetime monthly payments of 100% of the amount that would have been payable to you under the 100% Contingent Annuity, had you retired on the day before your death.

In the event of your death either before you reach age 55 or before you have completed ten years of vesting service, your spouse will receive benefits under the 100% Contingent Annuity beginning the first of the month following the date you would have first been eligible to receive retirement benefits. The payments will be calculated as though you had survived to your earliest retirement date (age 55 with 10 years of vesting service or normal retirement date) and had elected a 100% Contingent Annuity.

If your spouse does not elect to have benefits payable when he or she is first eligible, he or she may elect to commence benefits on the first of any following month, but not later than the end of the calendar year following the calendar year in which you would have attained age 70½.

After You Terminate or Retire

Before payments have begun

In the event of your death after you terminate employment but before your payments have begun, your surviving spouse will be eligible for a lifetime benefit if:

- You were vested in the Plan at the time of your death, and
- You were married to your spouse for the 12 months prior to your death.

The benefit for your eligible spouse will be calculated under the Spouse Joint and 50% Survivor Annuity option. Payments may begin the month following the date you would have been eligible to begin receiving your benefit, as follows:

- The first of the month following the date you would have reached age 55 if you had 10 or more years of vesting service at termination, or
- The first of the month following the date you would have reached age 65 if you had less than 10 years of vesting service at termination.

If your spouse does not elect to have benefits payable when he or she is first eligible, he or she may elect to commence benefits on the first of any following month, but not later than the end of the calendar year following the calendar year in which you would have attained age 70½.

After payments have begun

If you die after any benefit from this Plan has been paid, any remaining benefit due will be paid according to the payment option in effect at your death. For purposes of its pre-retirement death benefit, "Spouse" includes a person of the same sex who is legally married to you.

HEART Act

Effective January 1, 2007, if you should die while performing qualified military service as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), your survivor will be entitled to a pre-retirement death benefit (other than benefit accruals relating to your period of qualified military service as defined under USERRA) as provided under the Plan as though you resumed employment after your qualified military service and then terminated employment on account of death, in compliance with the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act).

Suspension of Benefits Upon Re-employment

If you are receiving payments from this Plan and return to work for the College, your benefit payments may be suspended. Generally, your benefit payments will not be suspended if you work less than 80 hours per month. If payments are suspended, they will resume when your active employment ends. Your benefit will be recalculated to reflect any additional benefit service and annual earnings, and to take into account the benefits that were previously paid.

Your Payment Options

The value of your benefit at the time you terminate or retire will determine your choices for payment options. The Plan generally gives you a variety of payment options from which to choose. Each option is of equal value, although the benefit amounts vary according to the level of survivor coverage you choose.

Automatic Lump-sum Payment

If the value of your benefit when you retire or terminate employment is $1,000 or less, it will automatically be paid as a single lump sum, and no further payments will be made. If the value of your benefit exceeds $1,000, the benefit will not be eligible for a single sum cashout.

Generally, you may roll over your lump-sum payment into an individual retirement account (IRA) or into another employer's qualified retirement plan (if that plan accepts rollovers) to avoid immediate taxation. You may also elect to have your benefit rolled over to a Roth IRA. Effective for distributions after December 31, 2009, a non-spouse beneficiary may elect to have the lump-sum payment paid to an inherited IRA to the extent permitted by laws. If you are under age 55 when you retire and your lump sum is not rolled over into an IRA or another employer's plan, you may be subject to a 10% penalty tax as well as income taxes. Once a lump-sum payment has been made from the Plan, no further payments will be made to you or, in the event of your death, to your beneficiary.

You, your surviving spouse, or non-spouse beneficiary will receive more detailed information on the tax treatment of Plan payments if and when such benefits become payable.

Normal Forms of Payment

In the event that you do not choose an optional form of payment, your benefit will be paid under the normal form of payment as follows:

If you are single, the normal form of payment is a Life Annuity. A life annuity pays you a monthly benefit for your lifetime only. The life annuity provides you with the highest monthly benefit available under the Plan, but does not continue payments to a beneficiary after your death. Payments end with the monthly payment that immediately precedes your death.

If you are married, the normal form of payment is an Automatic 50% Joint and Survivor Annuity. This option pays a benefit to you for life and then continues 50% of the amount you were receiving to your spouse for his or her life. In the event that your spouse predeceases you after you have started to receive your benefit, payments will continue for your lifetime only.

Optional Forms of Payment

You may also elect an optional form of payment.

If you are married and want to elect a Life Annuity, a 10-year Certain and Continuous Annuity, or name someone other than your spouse as beneficiary for the Contingent Annuity, you will need your spouse's written, notarized consent.

Life Annuity

The normal form of payment for unmarried members, this option is also available to married members with your spouse's written, notarized consent. See "Normal Forms of Payment" above for a description of the life annuity.

Contingent Annuity

Under this option you receive a monthly payment for life and you elect to continue 100%, 75%, or 50% of your benefit to your beneficiary upon your death. Your beneficiary may be your spouse or any other person that you name, provided that your spouse provides written, notarized consent. The amount that you receive will be based on your age and your beneficiary's age on the date that payments begin.

10-year Certain and Continuous Annuity

This option pays you a monthly benefit for life. In the event that your death occurs before ten years of payments have been made (i.e., 120 monthly payments), the balance of the payments will be made to your beneficiary.

Loss of Benefits

Under certain circumstances, you may not qualify for a benefit or you may lose a benefit even if you once qualified. The following are some, but not all, of the possible reasons you may not receive part or all of your benefit. Other circumstances resulting in a denial or loss of benefits are discussed more fully elsewhere in this booklet.

Termination

If you terminate employment (or your employment is terminated by the College) or die before becoming vested, you and your beneficiary will lose any benefit you have earned.

Other Circumstances

- If you do not meet the requirements for eligibility to participate, you will not be entitled to any benefit.
- If you have chosen the single life annuity option and you die, no further payments from the Plan will be made.
- If you return to the College after your benefits start, your benefits from the Plan may be suspended while you are employed.
- If the Plan overpays, the Plan reserves the right to recover any overpayment made, whether by reason of administrative error or for any other reason. The Retirement Committee may authorize any procedure that it deems appropriate to recover overpayments, including without limitation, deductions from future payments of the amount of any overpayment.
- If the Plan is terminated, you will not earn further benefits in the Plan.
- If the Plan is terminated with insufficient assets to provide your benefit, and if the PBGC does not guarantee all of your benefit, then your benefit may be reduced.
- You will not receive benefits to the extent that payments are required to be made to another person as a result of a qualified domestic relations order issued by a court in cases such as divorce.
- If the Plan should be disqualified by the Internal Revenue Service, contributions made to the Plan may result in current taxable income to you in the year of disqualification.
- No benefits will be paid until you or, if applicable, your spouse or beneficiary applies for them.

Benefit Restrictions

Certain restrictions apply during the period that the Plan's funded percentage falls into certain ranges, as described below. The funded percentage is the ratio of the Plan's assets, divided by its liabilities. In general:

- If the Plan's funded percentage declines to less than 80% but at least 60%:

- Plan amendments improving benefits would be prohibited; and
- Certain accelerated forms of payment would be limited and the remainder that would otherwise be payable under the Plan's terms would have to be payable as an annuity.

■ If the Plan's funded percentage falls below 60%:
- Plan benefit accruals would freeze (and could not be amended to increase); and
- No lump sum distributions could be paid.

You will be notified if any of these restrictions apply.

Same Sex Marriage Benefits

For pre-retirement death benefits commencing on or after July 1, 2004 and for retirement benefits commencing on and after January 1, 2005, certain rights under the Plan will be extended to a same-sex spouse of a Member. The definition of "spouse" has been changed under the Plan to include any person-regardless of gender-who is legally married in accordance with the laws of the state or jurisdiction where the Member is domiciled. This means that a same-sex spouse of a Member will:

■ Be entitled to the automatic death benefit coverage under the Automatic 50% Joint and Survivor Annuity, unless the same-sex spouse waives this coverage in writing; and

■ Have the right to receive a pre-retirement death benefit in the event the Member dies with a vested retirement benefit before commencement.

Because same-sex marriage is not recognized under federal law, certain rules under the Plan may not apply to a same-sex spouse such as the right to receive all or portion of your Plan benefit under a QDRO and the ability to rollover benefits to another qualified plan. In addition, if a same-sex spouse is more than 10 years younger than the Member, the Member may be restricted from electing certain forms of payment under the Plan.

Starting Payments from the Plan

This section describes the process for starting your pension payments, as well as the steps you may take if your claim is denied in whole or in part.

Choosing a Benefit Commencement Date

To receive benefits from this Plan, you must file a written application with the Retirement Committee at the address shown on page 23. To give the Retirement Committee sufficient time to calculate your benefit and prepare your election forms, be sure to file your application at least 180 days before your anticipated retirement date or the date that you would like to begin payments from the Plan.

The Retirement Committee will calculate the amount of your normal retirement benefit under the normal form of payment, as well as the amounts available to you under the optional forms of payment. The Human Resources office will send you the amounts you may elect as well as tax information and election forms.

Administrative Information

Your Rights Under ERISA

As a member in the Holy Cross Retirement Plan for Nonexempt Employees, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan members shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive an Annual Funding Notice each year that describes the Plan's funded status. The Plan Administrator is required by law to furnish each member with this annual notice.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65 or, if later, the fifth anniversary of your participation in the Plan) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan members and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim to be frivolous.

If you have questions about your Plan, you should contact the Plan Administrator (see page 23). If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications' hotline of the Employee Benefits Security Administration.

Pension Benefit Guaranty Corporation

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked

long enough for the College; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at www.pbgc.gov.

Claims Procedure

If your claim for benefits under this Plan is denied in whole or in part, you (or your duly authorized representative) will receive written (or electronic) notice of the Retirement Committee's decision within 90 days after the Retirement Committee received the claim. The notice will contain the following information:

- Specific reasons for the denial,
- Specific reference to the Plan provisions on which the denial is based,
- A description of any additional material or information necessary in order to present a thorough appeal and an explanation of why such material or information is necessary, and
- A description of the Plan's review procedures, including a statement of your rights under ERISA to bring a civil action if your claim is denied upon review.

If the Retirement Committee needs more than 90 days to make a decision, you will be notified in writing within the initial 90-day period explaining why more time is required. In this case, the Retirement Committee may take an additional 90 days to make a decision. The extension notice will indicate the special circumstances requiring an extension and the date by which the Retirement Committee expects to render the determination.

The following appeal procedures give the rules for appealing a denied claim.

Appeal Procedure

If you disagree with the denial decision, you may appeal, you or your authorized representative may appeal in writing within 60 days after the denial is received. Send the appeal directly to the Retirement Committee, College of the Holy Cross, Worcester, MA, 01610. The Retirement Committee serves as the final review committee. It will conduct a full and fair review. This

review will consider all comments, documents and other information that you (or your duly authorized representative) submit, without regard to whether such information was previously submitted or considered. The decision on review will be delivered in writing (or electronically) within 60 days after receipt of the written request for review.

If the Retirement Committee needs more than 60 days to make a decision, it will notify you in writing within the initial 60-day period and explain why more time is required. The Retirement Committee may then take an additional 60 days—for a total of 120 days—to decide. The decision will be in writing and will include the specific reasons for the decision.

If your claim is again denied on review, the decision will inform you of the specific reasons for the denial and will include references to the pertinent Plan provisions. The decision will also advise you of your rights to review or request (free of charge) copies of relevant documents, records and other information and your rights under ERISA to bring a civil action in the state or federal court with respect to the denial of your claim.

Submitting an Appeal

If you or your representative submits a written appeal for review of a denied claim, you have the right to:

- ☐ Review pertinent Plan Documents; and
- ☐ Write the Retirement Committee about the issues and enclose any documents supporting the claim for benefits or other matters under review.

The Retirement Committee will serve as the final review committee under the Plan and shall have sole and complete discretionary authority to determine conclusively for all parties, and in accordance with the terms of the documents or instruments governing the Plan, any and all questions arising from administration of the Plan and interpretation of Plan provisions; determination of all questions relating to participation of eligible employees and eligibility for benefits; determination of all facts; the amount and type of benefits payable to any member; and construction of all terms of the Plan. Decisions by the Retirement Committee shall be conclusive and binding on all parties and not subject to further review. If you are dissatisfied with the way in which a claim has been handled, you may not bring legal action against your employer, any affiliate of your employer or the Plan until you have completed the claims process described above and benefits have been denied.

As a Plan member, you may have further rights under ERISA. (See "Your Rights Under ERISA," page 18.)

Amendment, Merger and Termination

While Holy Cross intends to continue the Plan indefinitely, Holy Cross, by action of its Board of Trustees (or its delegate), reserves the right to modify, suspend, amend or terminate the Plan at any time and for any reason in its sole discretion. Also, benefits are provided at the College's discretion and do not create a contract of employment.

Amendment

The College may amend or modify the Plan at any time in its sole discretion. The amendments or changes may take effect at some point in the future or retroactively to a point in the past. However, changes cannot make Plan funds available for anything other than paying Plan benefits to members who are entitled to them. In addition, amendments may not decrease the benefits already accrued (earned) by any member.

Merger

If the Plan is merged or consolidated with, or its assets transferred to, another pension plan, your accrued benefits are protected. The merger, consolidation or transfer would be permitted only if you would be entitled to receive a benefit equal to or greater than the benefit you were entitled to under the Plan before the merger, consolidation or transfer.

Termination

If the Plan were terminated, you could still have rights to future benefit payments, but you would not earn any further pension rights or accruals under this Plan, regardless of whether you continue employment with Holy Cross. Plan members may also have certain rights to benefits insured by the Pension Benefit Guaranty Corporation. (See "Pension Benefit Guaranty Corporation," page 19.)

General Provisions

Nonassignment of Benefits

You or your beneficiary cannot assign or transfer amounts payable under the Plan. Similarly, amounts payable to you under the Plan may not be used to directly pay debts or obligations of any nature, except that the Plan is required to comply with IRS tax levies and with court-issued qualified domestic relations orders (see "Qualified Domestic Relations Order," below).

No Duplication of Benefits

You will not earn benefits under this Plan for any period of service for which you also earn benefits under any other retirement benefit plan to which the College contributes.

Qualified Domestic Relations Order

A qualified domestic relations order (QDRO) is a court order in a divorce, legal separation or similar proceeding that requires part or all of a member's vested pension amount to be paid to meet a property settlement agreement, alimony, child or dependent support payments. The College has established guidelines for processing QDROs. You may obtain a copy of QDRO guidelines free of charge by contacting the Human Resources Office at the College of the Holy Cross. All correspondence and questions concerning QDROs should be directed to the Director Human Resources.

Top Heavy Rules

A top-heavy plan is a plan that provides more than 60 percent of its benefits to key employees. Both "top-heavy" and "key employees" are terms defined in the Internal Revenue Code. This Plan is not top-heavy and is not expected to become top-heavy. If this Plan should become top-heavy, you will be informed and the Plan will be modified as prescribed by law. For example, the Plan may need to adopt a more rapid vesting schedule during any year that it is found to be top-heavy.

Plan Administration

The Retirement Committee, composed of at least three members appointed by the President of the College, will administer the Plan. The Committee will establish rules and regulations for the administration of the Plan, and the determination of the Committee on any questions about the Plan will be final.

Plan Name	Holy Cross Retirement Plan for Nonexempt Employees
Plan Sponsor	College of the Holy Cross Worcester, MA 01610 (508) 793-2515
Employer Identification Number	04-2103558
Plan Identification Number	002
Type of Plan	Defined Benefit Pension Plan
Plan Year	July 1 – June 30
Plan Administrator	Retirement Committee College of the Holy Cross Worcester, MA 01610
Plan Agent Appointed by the Committee	Plan Administrator College of the Holy Cross Worcester, MA 01610 (508) 793-2515
Plan Trustee	BNY Mellon Asset Servicing P.O. Box 569 Pittsburgh, PA 15230-0569
Agent for Service of Legal Process	Plan Administrator, Plan Trustee or Plan Agent
Consulting Actuaries	Mercer (US) Inc.

Federally Insured by Pension Benefit Guaranty Corporation

Please contact William T. Shea, Associate Director of Human Resources/Benefits, with any questions you have about the Plan. (email: wtshea@holycross.edu; telephone: (508) 793-2426)