

Participation

Participating Employer

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An organization that is listed or owned by an institution that is listed in the Official Kenedy Catholic Directory and that has elected and been approved to participate in this Plan.

Eligible Employee

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If you are a non-academic employee, you must be scheduled to work at least 20 hours per week on a consistent basis. If you are an academic employee, you must be scheduled to work at least half of a normal full-time teaching load as determined by your employer.

Participant

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Your participation begins on the date you first become an eligible employee unless your employer has elected to have a qualifying period of employment before participation can begin. This period cannot exceed one year.

Bases of Benefits

How are my retirement benefits determined?

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There are certain factors that determine your retirement benefit. These factors include:

- # Service with your employer under the Plan
 - # Continuous Service
 - # Creditable Past Service (if applicable)
 - # Creditable Future Service
 - # Service during periods of disability

- # Compensation
 - # Past Service (if applicable)
 - # Future Service

- # Vesting

Continuous Service shall generally mean the period of unbroken service with your employer from your date of hire. If you have a break in service, please contact the administrator.

Creditable Past Service is years of Continuous Service for which you may have been credited, depending on your Employer's election, for the period immediately preceding your Employer's effective date of participation in the Plan. The Pension Board will calculate your Creditable Past Service according to the Plan provisions.

Creditable Future Service is years of Continuous Service during which you work for your Participating Employer after your Employer's effective date of participation in the Plan.

Creditable Service will not include any service with a non-participating employer.

Continuation of Service During Periods of Disability If you become continuously and totally disabled on or after July 1, 1987 and before your normal retirement date, you will accrue Creditable Future Service under the Retirement Plan for the entire period of your total disability. Your earnings will be assumed to continue unchanged during your absence.

You will be considered totally disabled if you meet the disability requirements under the terms of the Social Security Act.

Benefits will continue to accrue until the earliest of the following dates:

- # your normal retirement date
- # your early retirement date, if you so elect
- # the date of your recovery from disability, as defined by Social Security
- # the date you return to active employment

Compensation

When Creditable Past Service is applicable, your **Past Service Compensation** is determined by your W-2 earnings, plus tax sheltered contributions which reduce your earnings as otherwise determined, for the calendar year prior to your employer's effective date of participation in the Plan. If such year is an abnormal year (e.g. leave of absence) your annual rate of Past Service Compensation may be adjusted by the Pension Board to reflect a full year's compensation.

For Creditable Future Service, your **Future Service Compensation** is your actual W-2 earnings during each Plan year you are covered under the Plan plus tax sheltered contributions which reduce your earnings as otherwise determined.

Vesting

You are vested in the Plan benefits after completing 4 years and 9 months of Continuous Service. All employees who became participants on or after January 1, 1991, must satisfy the vesting requirement in order to be eligible for retirement benefits. Employees who became participants before January 1, 1991, can also qualify for retirement benefits by attaining their early or normal retirement age.

Retirement Dates

Normal Retirement

You are eligible to receive a Normal Retirement benefit if you are vested and retire on or after your 65th birthday. Your benefit will then begin on the first day of the month following your retirement.

Your benefit is based on a formula which takes into account your years of Creditable Service and your compensation during each Plan year you were covered under the Plan.

The Normal Retirement benefit is the sum of:

Past Service (if applicable)

2.31% of your Past Service Compensation, multiplied by your years of Creditable Past Service.

plus

Future Service

2.64% of the total of your Future Service Compensation during each of your years of Creditable Future Service.

Note: Your Past Service Benefit may be limited to 5 or 10 years as a result of an election made by your Employer effective on the initial date of Plan Participation.

EXAMPLE

Suppose Sally Smith retires at age 65 on June 30, 1999, with 5 years of past service and 15 years of future service. Years of future service were calculated from 7/1/84, the date her employer began participating under the Plan. For the purpose of this example, assume Sally's Past Service Compensation was \$18,000 and that the total of her Future Service Compensation for her 15 years of Creditable Future Service subsequent to 7/1/84 is \$375,000 (an average of \$25,000 per year). This is how her Normal Retirement Benefit would be calculated:

Past Service:

2.31% x \$18,000 x 5 yrs. = \$2,079

plus

Future Service:

2.64% x \$25,000 x 15 yrs. = \$9,900

Sally's total annual retirement benefit = \$11,979

EXAMPLE

Suppose John Jones retires at age 65 on June 30, 1998. Assume he began work on July 1, 1978 and his employer's effective date of participation in the Plan was July 1, 1975. For the purpose of this example, assume John's total Future Service Compensation over his 20 years of Creditable Future Service to be \$320,000 (an average of \$16,000 per year), all of which is considered Future Service since he began work after his employer began participating in the Plan.

Future Service Only:
 $2.64\% \times \$16,000 \times 20 \text{ yrs.} = \$8,448$

John's annual retirement benefit = \$8,448

Early Retirement

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You will be eligible for an Early Retirement Benefit from the Plan if you are vested and are at least age 55. Your benefit to begin at age 65 will be calculated by the same formula used to determine the normal retirement benefit. However, your years of creditable service and total Future Service Compensation will be determined as of your early retirement date.

You may elect to begin receiving your monthly retirement benefit as of the first of any month between your early retirement and normal retirement dates.

If you begin receiving benefits before age 65, your benefit will be reduced, since you are expected to receive payments over a longer period of time. The reduction factors are listed in **Appendix "A"**.

EXAMPLE

Suppose Kevin O'Malley retires on July 1, 1995, the first of the month following his 58th birthday. Let's assume he has 20 years of Creditable Future Service and his total Future Service Compensation over the 20-year period is \$400,000 (an average of \$20,000 per year).

His early retirement benefit will be determined as follows:

Future Service Only:
 $2.64\% \times \$20,000 \times 20 \text{ yrs.} = \$ 10,560$

times the early retirement
 factor, Appendix "A" = x .600 (Age 58)

Kevin's annual early
 retirement benefit = \$6,336.00

Important Options Under Early Retirement

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You may want to delay commencement of your Early Retirement benefit to age 65, your normal retirement date. In such event, you will receive your normal retirement benefit as calculated at your early retirement date but without reduction since you will begin to receive the benefit at age 65.

EXAMPLE

In Kevin's example under Early Retirement, Kevin would receive the full \$10,560 if he elects to receive benefits beginning at age 65.

If you decide to begin receiving your Early Retirement benefit before age 62, you may select an option that will give you greater benefits until your Social Security benefits are available at age 62, and a lesser benefit thereafter.

Late Retirement

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If you remain in your employer's service beyond your normal retirement date at age 65, you will continue to accrue Creditable Service and benefits to the date of your actual retirement. In the case of Late Retirement, benefits will be calculated and begin as of your Late Retirement date.

Golden Rule of 90

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If you are an active participant in the Plan on or after July 1, 1997, you are eligible to qualify for the Golden Rule of 90. In order to qualify, your age (in years and completed months) plus your continuous service (in years and completed months) must add up to at least 90 years. You also must be at least age 55. If you qualify, you will be eligible to receive an immediate Early Retirement Benefit without reduction for early commencement. Ask your employer or the Pension Board for further details on this option.

Forms of Benefits

Normal Form of Payment Methods

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Unless you elect in writing to receive your retirement benefit by another method, it will be paid according to your marital status at the time your payment begins, as follows:

Single Employee

You will receive a monthly retirement benefit for life. This is called the Life Only form.

Married Employee

You will receive a monthly retirement benefit that has been reduced in order to provide a continuing benefit for your spouse after your death in retirement. The benefit that your spouse receives will be 50% of your reduced monthly benefit. This method is known as a **Joint and 50% to Survivor Annuity** with your spouse as Joint Annuitant. Reduction factors for joint and survivor annuities are applied to the Life Only form as explained in **Appendix "B"**.

EXAMPLE

Suppose Sherry Smith is going to retire at age 65. She is married to John, age 67. Assume Sherry's normal retirement benefit (on a Life Only form) is \$7,200 per year.

The normal form of Joint and 50% to Survivor Annuity produces a reduced retirement benefit of \$6,768 for Sherry ($\$7,200 \times .94$). The factor of .94 is obtained from **Appendix "B"**, as John is within 5 years in age of Sherry.

Upon Sherry's death in retirement, if John survives her, he would receive a benefit of \$3,384 for the rest of his life under the 50% option. (50% of Sherry's retirement benefit of \$6,768).

Optional Form of Payment Methods

Single Employees

Election of 50% or 100% to Survivor Annuity Options

You can elect to have either 50% or 100% of your reduced benefit continue to your surviving joint pensioner after your death instead of the normal Life Only form. An election of this option reduces your normal Life Only benefit. See Appendix "B" for the reduction factor to be applied under the optional form of annuity you may choose. This election must be made prior to your actual retirement date.

10 Year Certain & Life Option

Guarantees a benefit payable for 120 months to you or your beneficiary(s). Benefits continue for your life, but no benefit is payable to the beneficiary(s) after you have received 120 payments. An election of this option reduces your normal Life Only benefit. See Appendix "B" for the reduction factor to be applied under the optional form of annuity you may choose. This election must be made prior to your actual retirement date.

Restrictions and Conditions

Government restrictions on the allowable age difference between you and your joint pensioner may limit your election of an optional form.

If you have elected one of the optional forms of annuity, you may revoke such election at any time prior to your actual retirement date.

EXAMPLE

Suppose Bill Glass, who is single, names his younger brother, Jim, as his joint pensioner under the 50% to Survivor Option. Assume that Jim is 11 years younger. If Bill's Life Only retirement benefit is \$10,000 per year, his retirement benefit is reduced to \$9,000 under the 50% to Survivor Option, as described under Appendix "B". If Bill dies in retirement and Jim survives him, Jim would receive \$4,500 per year (50% of Bill's reduced retirement benefit).

Death Effects on Survivor Annuity Options for Single Employees

You or your joint pensioner's death will affect Joint and Survivor Annuities as follows:

- # If you die before your normal retirement date, or if you have elected early retirement, before your early retirement date, any election of the 50% or 100% optional form or 10 Year Certain and Life Option will be cancelled.

- # If your joint pensioner dies before you begin to receive any retirement benefits, any joint and survivor annuity is cancelled, and your benefit will be the normal Life Only form.

- # If your joint pensioner dies after you begin to receive a retirement benefit under the 50% or 100% optional annuity form, the amount of your benefit will continue unchanged. There will be no survivor benefit following your death. Under the 10 Year Certain Option, you must name a new beneficiary.

Married Employees

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Waiver of Normal Form for Married Employees

The normal form of Joint and 50% to Survivor Annuity may be waived in favor of either the Life Only form or the 50% or 100% to Survivor Annuity form with a person other than your spouse as joint pensioner or the 10 Year Certain and Life. However, the waiver must be made prior to the date benefits begin and in accordance with the rules and regulations prescribed by the Pension Board. The waiver must be signed by both you and your spouse, and your spouse's signature must be witnessed by either a notary public or a Plan representative.

If not waived, the normal form of Joint and 50% to Survivor Annuity will be provided upon:

- # Your normal or late retirement date provided you have not made an election of an optional form

or

- # Your early retirement date

or

- # Your date of death if you elected a delayed early retirement date.

Election of 50% or 100% to Survivor Annuity Options

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You have the option to elect (1) to have either 50% or 100% of your reduced benefit continued to your joint pensioner, who need not be your spouse, such as your brother or sister, or elect (2) to have 100% of your reduced benefit continued to your surviving spouse. (3) 10 Year Certain and Life. An election of this option reduces your Life Only benefit. **See Appendix "B"** for the reduction factor to be applied under this optional form of annuity.

This election must be made prior to your actual retirement date. Government restrictions on allowable age differences for non-spouse joint pensioners may limit your election of an optional form. Such restrictions do not apply if the joint pensioner is your spouse. If you name someone other than your spouse as your joint pensioner, or choose the 10 Year Certain and Life, you must then have the written consent of your spouse, properly witnessed, as described above.

EXAMPLE

In the example on page 7, if Sherry had elected the Joint and 100% to Survivor Annuity option and again named her husband, John, as joint pensioner, her benefit would reduce to \$6,336 ($\$7,200 \times .88$), using the reduction in Appendix "B". Under this option John would receive \$6,336 for the remainder of his lifetime after Sherry's death in retirement.

Death Effects on Survivor Annuity Options for Married Employees

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The death of yourself, your spouse or your joint pensioner will affect Joint and Survivor Annuities as follows:

- # If you die before your normal retirement date, or if you have elected early retirement, before your early retirement date, any election of the 100% optional form or the designation of a joint pensioner not your spouse will be cancelled, and applicable benefits will be paid to your eligible spouse under the normal Joint and 50% to Survivor Annuity form.

- # If your joint pensioner dies before you begin to receive any retirement benefits, any joint and survivor annuity will be cancelled, and your benefit will be paid as described above in the normal form according to your marital status.

- # If your spouse dies after you begin to receive a retirement benefit under the normal or optional annuity form, the amount of your benefit will continue unchanged. If you have elected the 10 Year Certain Option, you must name a new beneficiary.

Modification of Benefits

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Certain situations may affect benefits. Retirement benefits under this Plan are paid in addition to other benefits such as Social Security. In some cases benefits may be modified as follows:

- # If your employer maintained a retirement plan prior to joining this Plan, benefits based on the employer's contributions under the prior plan may be deducted from

any past service benefit otherwise provided to you under this Plan. In any event, the total past service benefit payable from both the prior plan and this Plan will at least equal the benefit accrued under the prior plan.

Re-employment before Retirement

- # If you terminate your employment as a non-vested participant, your creditable service will be restored if you return to work within one year of termination. If you return after the one year date, you will be considered a new employee.
- # If you previously received a lump sum benefit as a vested participant and return to work later for a participating employer, you may restore your creditable service by repaying any benefits received, plus interest, from the date of termination to the date of reinstatement. Such repayment must be made within one year of your re-employment date. If you do not repay, you will be considered a new employee.
- # If you terminated employment as a vested participant and did not receive a benefit, your creditable service will be restored if you return to work later for a participating employer.

Re-employment after Retirement

- # Except as mentioned under Late Retirement, if you begin to receive a retirement benefit under this Plan and subsequently return to work 20 or more hours per week, and earn compensation from a participating employer, your retirement benefit will stop for such periods of work. (Benefits received as a surviving spouse or joint annuitant are not affected by this situation).
- # The IRS has established certain maximum limits on retirement benefits. If your retirement benefit amount exceeds these limits, you will be notified by the Pension Board.

Termination of Employment

Termination of Employment Before You Have Earned a Vested Benefit

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If your employment terminates for any reason, including death or disability, and you have not earned a vested benefit, you or your beneficiaries will receive a return of your contributions, if any, plus interest that accrues after your first Plan year. If you return to work later for a participating employer, you may restore your Creditable Service by repaying the refund, plus interest from the date of termination to the date of reinstatement. Such repayment must be made within one year of your re-employment date. If you do not make such repayment, you will be considered a new employee.

If you had not made any previous contributions to the Plan and you return to work for a participating employer within one year from your date of termination, your Creditable Service will be restored. If you do not meet the above conditions, you will be considered a new employee.

Termination of Employment With a Vested-Deferred Benefit

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If, for any reason other than death or continuation of service under Disability, your employment with a participating employer terminates, you will still be able to receive a retirement benefit if you are vested. Vesting is defined on page 3.

You may choose to receive a monthly retirement benefit from the Plan beginning on your normal retirement date. Your benefit will be calculated as if you took normal retirement. In this case, however, your years of Creditable Service and Future Service Compensation will be determined at the time your employment ends.

Alternatively, you may choose to begin receiving your retirement benefit as early as age 55. In this case, benefits will be reduced as described in **Appendix "A"**.

If you elect to receive a refund of your contributions, if any, with interest, you still may receive a residual retirement benefit depending on the value of your benefit.

Even if you originally elect the delayed retirement benefit without a refund of any contributions you may have made, you still may revoke the election at any time prior to receiving your retirement benefit. Again, if you then elect to receive a refund of your contributions with interest, there may be a residual benefit.

If you previously received a benefit as a vested participant and return to work later for a participating employer, you may restore your creditable service by repaying any benefits received, plus interest from the date of termination to the date of reinstatement. Such repayment must be made within one year of your re-employment date. If you do not make such repayment, you will be considered a new employee.

If you terminated employment as a vested participant and did not receive a benefit, your creditable service will be restored if you return to work later for a participating employer.

Death Benefits

Pre-Retirement Spousal Benefits

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Under certain conditions, your spouse may receive a lifetime income in the event of your death prior to retirement. The major qualifications are:

1. You must have completed the applicable age or service requirements and have earned a retirement benefit at the time of your death. You will have completed such requirements if:
 - # You complete at least 4 years and 9 months of Continuous Service with a participating employer, except that if you terminated employment between July 1, 1976 and August 23, 1984 you completed at least ten years of such Continuous Service,
or
 - # You are at least 55 years old, or older, while in active service of a participating employer, and you were a participant in the Plan prior to January 1, 1991.
2. You must have been married to your spouse for the one year period immediately preceding your death (such spouse referred to as your "eligible spouse").

This spousal benefit is not applicable to you if you terminated employment before July 1, 1976 or if you terminated thereafter after attaining age 55. If the latter situation is applicable to you, however, you have been considered to have retired early and the Joint and 50% to Survivor Annuity will apply.

The spousal benefit in the event of your pre-retirement death is available under two situations:

1. Pre-Retirement Death While in Active Service

If you should die while vested and in the active service (or within two years of an approved leave of absence) of a participating employer, your Retirement Plan will provide your spouse with a monthly lifetime income as follows:

- # The benefit to your spouse will be 50% of your Normal Retirement benefit, calculated at the time of your death.

- # Payments begin on the first of the month following either the date of your death or the date you would have reached age 40, whichever date is later, and continue for the lifetime of your surviving spouse.
- # If your spouse is more than 10 years younger than you at the time of your death, the above benefit will be reduced.

2. Pre-Retirement Death of Former Participants

If you left active service prior to age 55 having completed the applicable service requirement set forth above, as determined by the Pension Board, your spouse may be eligible for a benefit as follows:

- # If you die after age 55, your spouse will receive 50% of the benefit which you would have received if you had started to receive payments on the date of your death in the form of a Joint and 50% to Survivor Annuity:

or

- # If you die prior to age 55, your spouse will receive 50% of the benefit which you would have received starting at age 55 in the form of a Joint and 50% to Survivor Annuity. However, this benefit will not begin until the date you would have reached age 55.

These spousal benefits continue for the lifetime of your surviving spouse.

Non-Spousal Death Benefit

Under certain circumstances, a death benefit may be provided to a designated beneficiary of a vested employees who dies while an active participant, who does not qualify for the spousal death benefit. The benefit provided will be the present value of the participant's accrued benefit, not to exceed \$10,000.

Refund of Contributions

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 If you made contributions to the Plan and die in the active service of a participating employer before a retirement benefit is effective, your beneficiary will receive a refund of your contributions plus interest, if any. This refund, if applicable, is in addition to any other pre-retirement death benefit available to your spouse.

Financing the Plan

The Plan is financed entirely by contributions from each Employer and the investment earnings on the Plan's assets.

Contributions from Employers

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Your Employer will contribute to fund your past service credits, if any, and the amount required to fund your total retirement benefit.

No contributions made by Employers can revert back to them. All employer contributions must be used for employee benefits.

All Employer contributions go to fund the whole Plan. Such contributions are not allocated to individual employees.

Return of Employee Contributions (if applicable)

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Certain rules regulate returns of contributions. If you were required to contribute to the Plan, you will always receive a return of your contributions, plus interest that accrues after your first Plan year, either in the form of benefits or a cash refund. This return of contributions may be paid to you, your spouse, your beneficiary or collectively, as the case may be. The total return paid out from the Plan will at least equal the amount of your employee contribution account plus interest.

Trust Fund

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Funds are held in a Trust by a Trustee for the sole benefit of the participants and/or their beneficiaries. No part of the fund can revert back to any employer. The Pension Board hires professional money managers to invest the fund.

Administration of the Plan

Pension Board

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The Plan is administered by a seven member Board composed of individuals who must be employed by a participating employer or who must be a member of a Religious Institute and affiliated with a participating employer, provided that not more than three members may be, but need not be members, of a Religious Institute. The Board hires professionals to assist in the recordkeeping, actuarial and investment services.

Annual Reports

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Each year you will receive a summary of the financial condition of the Plan.

In addition, you will receive an annual statement of your status as of the close of the Plan year including accrued retirement benefits, vesting status, projected benefits, and any contributions you may have made to the Plan.

Required Information

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You will be required to give certain information requested by the Pension Board. If you have provided incorrect information, such as a misstatement of your age or your spouse's age, your retirement benefit will be recalculated based on the correct information.

Small Payments

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If the retirement benefit is such that the value of the benefit does not exceed \$5,000, the Pension Board shall pay a lump sum equivalent in discharge of all liability.

If the resulting benefit is less than \$10.00 per month:

No election under Early Retirement is available.

and

No election of the optional 50% or 100% to survivor is available

Limited Lump Sum Option

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If your normal retirement benefit is less than \$1,200 per year or you elect a refund of your contributions plus interest and the remaining benefit attributable to Employer contributions is less than \$1,200 per year (or the present value is less than \$10,000), you will be given a one-time option of electing a lump sum payment in lieu of a future retirement benefit. If you elect the lump sum, no further benefits will be paid by the Plan. If you do not elect the lump sum payment, you will receive a benefit beginning at your early or normal retirement date.

Applying for Benefits or Refund

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Your Employer must inform the Pension Board of any change in your active status under any of the following occurrences:

- # Death
- # Disability
- # Termination of employment, other than death or disability
- # Approved leave of absence

Once the Pension Board receives notification of any of the above, they will either:

1. Pay benefits or refunds, if applicable, automatically to you, your spouse or beneficiary, as the case may be, under the terms of the Plan, or
2. Inform you of any rights or elections you may make under the following:
 - # Termination with vested-deferred benefit
 - # Early Retirement
 - # Normal or Late Retirement
 - # Joint and Survivor Annuity Options
 - # Continuation of Service during periods of Disability

When Benefits Are Paid

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You will receive your retirement check around the first of each month.

Preserving Your Benefits

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Certain protections are available to protect your benefits and rights under the Plan. Some of the major provisions are:

- @ **No Borrowing** You cannot obtain a portion of or borrow against your contributions in the Plan.
- @ **Non-Alienation** In general, provisions of the Plan prevent any assignment, pledge, transfer or attachment of contributions, if any, or benefits under the Plan. However, under Federal law, your benefits can be assigned to an alternate payee (such as a spouse, child, or other dependent) under a Qualified Domestic Relations Order. The amount assigned is determined by the court.
- @ **Employer Contributions** No contributions made by Employers can revert back to them.
- @ **Amendments and Termination of the Plan** Should the Retirement Plan ever be modified, suspended or even terminated by the Pension Board, you will not be deprived of your rights under the Plan. If the Plan is terminated, the entire Fund will be distributed among participants and pensioners in the following order:
 1. un-refunded employee contributions, if any, together with credited interest;
 2. retirement income benefits to those who have begun to receive them, if they were eligible to retire three years before termination of the Plan;
 3. all other vested benefits due employees and their beneficiaries; and
 4. any remaining benefits under the Plan.

To the extent that funds are available, benefits will be paid in full in each of the above distribution categories. If sufficient funds are not available to pay all the benefits in a category, then benefits in that category will be paid on a prorata basis.

No amendment or modification shall be made which will:

1. Adversely affect the benefits of anyone receiving a retirement or survivor annuity;
- or*
2. Deprive any participant not yet retired of any benefits then accrued under the Plan.

Termination of Participation in the Plan by an Employer or Employers

Your employer may individually terminate participation under the Plan. In such event, your accrued benefits are fully protected, to the extent you have then completed the vesting requirement.

Claims Procedures

If you think you're eligible for any of the benefits described in this Summary Plan Description, you have to file a claim in order to receive it. See your Plan Administrator for the proper forms or for any information you need.

Once your claim has been documented and you've filled out the necessary forms, the people who handle your claim will normally process it within 90 days after they receive it. However, in some cases, if more time is required, you will be notified.

If your claim is denied, you'll be notified in writing. This written notice will tell you the reason for the denial. It will also point out what additional information is needed, if any, which could change the decision to deny the claim. Finally, the notice will tell you how you can have the decision reviewed.

Claims Appeal Procedure

If your claim has been denied, or if you haven't heard anything within 90 days after you've sent it in, you can appeal the denial in writing and have your claim reviewed. You have at least 60 days from the time you're notified of the denial or at least 60 days from the end of the processing period, if you've heard nothing by that time, to appeal.

Besides having the right to appeal, you or your authorized representative can examine any plan documents related to your claim. You can also submit, in writing, reasons why you think the claim should not be denied.

Those reviewing your claim generally must act within 60 days of receiving it. However, in special cases, they may be allowed 120 days. The final decision of the Pension Board will be sent to you in writing, with an explanation of how the decision was made.

Plan Information

There may be times when you will need information about how the Plan is administered. We have listed the required information below:

Plan Sponsor

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Brothers of the Christian Schools
1205 Windham Parkway
Romeoville, Illinois 60446-1691
EIN #36-2671613

Plan Name

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Christian Brothers Employee Retirement Plan
Plan #333

Type of Plan

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The Plan is a 401(a) defined benefit pension church plan.

Administration of the Plan--Plan Administrator

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The Plan is administered by the Plan Administrator, who is the:

Pension Board
1205 Windham Parkway
Romeoville, Illinois 60446-1697

Phone: Local (630) 378-2900
 National (800) 807-0100

The Plan is not insured but is trusteed.

Trustee

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The Trustee is the:

The Northern Trust Company
50 South La Salle Street
Chicago, Illinois 60675

Benefits are accumulated in a Trust Fund administered by the Trustee.

Agent for Legal Process

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Chairperson, Pension Board
Christian Brothers Employee Retirement Plan
1205 Windham Parkway
Romeoville, Illinois 60446-1697

Plan Year

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July 1 through June 30 of the first fiscal year (1964-65) and subsequent years.

**Disputes as to Benefits or Rights
The Plan Document**

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This booklet should give you information to help explain your benefits and rights under the Plan. In the case of any conflict or inconsistency between this booklet and the Plan Document, the provisions of the Plan Document will always govern.

ERISA

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As a church plan, the Plan is not covered by the Employee Retirement Income Security Act of 1974 ("ERISA"). Accordingly, Plan benefits are not insured by the Pension Benefit Guaranty Corporation ("PBGC").

Appendix "A"

Christian Brothers Employee Retirement Plan Early Retirement Reduction Factors

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Factors to be applied to the Normal Retirement Benefit at age 65

EARLY RETIREMENT FACTORS			
Early Retirement Age	Reduction Factor	Early Retirement Age	Reduction Factor
55	.500	61	.733
56	.533	62	.800
57	.567	63	.867
58	.600	64	.933
59	.633	65	1.000
60	.667		

Factors are interpolated for completed months between ages. If you qualify for the "Golden Rule of 90", these reduction factors do not apply.

Example

Assume the participant's age to completed months at the early retirement date is 58 years. If we assume that the Participant's normal retirement benefit payable at age 65 and earned to the date of early retirement is \$500.00 per month, the early retirement benefit beginning at age 58 years is (.6 x \$500.00), or \$300.00 per month.

Appendix "B"

Christian Brothers Employee Retirement Plan Joint and Survivor Annuity Reduction Factors

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Factors to be applied to the Normal Retirement Benefit at age 65

JOINT AND SURVIVOR ANNUITY ACTUARIAL REDUCTION FACTORS			
CONTINGENT ANNUITANTS AGE AS RELATED TO PARTICIPANTS AGE	50% JOINT & SURVIVOR ACTUARIAL REDUCTION FACTOR (OPTION B)	100% JOINT & SURVIVOR ACTUARIAL REDUCTION FACTOR (OPTION A)	10 YR CERTAIN & LIFE ANNUITY REDUCTION FACTOR (OPTION C)
5 or more years older	.96	.91	.96
Difference less than 5 years	.94	.88	.96
5, but less than 10, younger	.92	.85	.96
10, but less than 15, younger	.90	.83	.96
15, but less than 20, younger	.89	.81	.96
20, but less than 30, younger	.87	.78	.96
30, but less than 40, younger	.84	.74	.96
40, but less than 50, younger	.79	.69	.96
50 or more years younger	.73	.63	.96

Examples

Assume the participant is 65 years old with a normal retirement benefit of \$500 per month and with a joint and 50% to survivor annuity, spouse age 62. Since the difference in age is less than five years, the reduction factor is .94. The participant receives \$470.00 per month on the Joint and 50% to Survivor form (.94 x \$470.00). The spouse will receive 50% of \$470.00, or \$235.00 per month, if the spouse survives the participant.

If the spouse was age 57 (5 but less than 10 years younger than the participant), the factor would be .92 instead of .94.

If the participant chooses the 100% option above, the factor is .88, as difference in age is less than 5 years. The participant would receive \$440.00 per month on the Joint and 100% to Survivor Form (.88 x \$500.00). In this case, the spouse will receive \$440.00 per month, 100% of the reduced benefit, if the spouse survives the participant.

WORKSHEET

Estimate Your Retirement Benefit

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Past Service

- (1) Years of Creditable Past Service credited to you _____(1)
 [No more than the maximum limit selected by your Employer]
- (2) % of Past Service Compensation for Retirement Benefit = _____%(2)
 2.31% times Years of Creditable Past Service in (1) 2.31% x (1)
- (3) Your W-2 earnings during the calendar year prior to the year your Employer began participation in the Plan \$ _____(3)
- (4) Your Creditable Past Service Retirement Benefit = \$ _____(4)
 % of Past Service Compensation times compensation (2)x(3)

Future Service

- (5) Year in which you plan to retire _____(5)
- (6) Enter on this line the year which is the later of the year your Employer began participation or the year you began participation in the Plan _____(6)
- (7) Years of Future Service to Retirement = (5) minus (6) _____(7)
(5)-(6)
- (8) % of Future Compensation for Retirement Benefit = _____(8)
 2.64% times Years of Future Service in (7) 2.64% x (7)
- (9) Your estimate of your average annual compensation for years of Future Service in (7) _____(9)
- (10) Your Future Service Retirement Benefit = % of Future Service Compensation x compensation \$ _____(10)
(8)x(9)
- (11) Your total Retirement Benefit, estimated = (4)+(10) \$ _____(11)
(4)+(10)

Result in (11) is your Estimated Retirement Benefit before reductions for:

- (A) Joint and Survivor Annuity or 10 Year Certain & Life benefits, if applicable, and
- (B) Early Retirement Benefits, if anticipated.
- (C) A refund of contributions plus interest, if applicable and elected.