

SUMMARY PLAN DESCRIPTION

for

Modine Manufacturing Company

401(k) Retirement Plan

August 1, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 INTRODUCTION	1
ARTICLE 2 HIGHLIGHTS OF THE PLAN	2
ARTICLE 3 IDENTIFYING INFORMATION 3	
ARTICLE 4 PLAN ADMINISTRATOR and EXPENSES OF ADMINISTRATION	4
ARTICLE 5 TRUSTEE/TRUST FUND	5
ARTICLE 6 PARTICIPANT PLAN ACCOUNT	5
6.1 Elective Deferral Accounts	5
6.2 Matching Contribution Account	5
6.3 Employer Contribution Accounts	5
6.4 Rollover Account	6
6.5 Roth Rollover Account	6
6.6 Merged ESOP Account.....	6
6.7 Merged 401(k) Plan Accounts	6
ARTICLE 7 ELIGIBILITY TO PARTICIPATE AND PLAN CONTRIBUTIONS 7	
7.1 Elective Deferrals.....	7
7.2 Safe Harbor Matching Contributions.....	9
7.3 Employer Contributions	10
7.4 Forfeitures	10
7.5 Allocation Limits	10
7.6 Compensation.....	10
7.7 Employee After-Tax Contributions	10
7.8 Excluded from Participation	10
7.9 Cessation of Participation	11
ARTICLE 8 VESTING IN CONTRIBUTIONS.....	11
8.1 Death, Disability, Attainment of Age 65, and Special Rules	11
8.2 Fully Vested Accounts	11
8.3 Safe Harbor Matching Contribution Account.....	11
8.4 Employer Contribution Account.....	12
8.5 Year of Service.....	12
8.6 Forfeitures	12
ARTICLE 9 DISTRIBUTIONS 12	
9.1 Payment of Benefits after Termination of Employment	12
9.2 Payments Prior to Termination of Employment.....	13
9.3 Distribution of Modine Stock or Cash.....	16
9.4 Modine Stock Dividends.....	16
9.5 Latest Payment Date	17
ARTICLE 10 DISTRIBUTION AT DEATH	17
10.1 Distribution to a Beneficiary.....	17
10.2 Time and Form of Payment at Death.....	18
10.3 Change in Marital Status.....	18

ARTICLE 11 IN-PLAN ROTH ROLLOVER.....	18
ARTICLE 12 QUALIFIED DOMESTIC RELATIONS ORDERS.....	19
ARTICLE 13 PARTICIPANT LOANS.....	19
ARTICLE 14 PARTICIPANT DIRECTION OF INVESTMENTS	20
14.1 Directing the Investment of Your Plan Account	20
14.2 Voting Modine Stock Allocated to Your Plan Account.....	22
14.3 Tender Offer for Modine Stock Allocated to Your Plan Account	22
ARTICLE 15 KEEP THE PLAN ADMINISTRATOR INFORMED	22
ARTICLE 16 AMENDMENT AND TERMINATION	22
16.1 Amendment or Restatement.....	22
16.2 Termination and Discontinuance of Contribution	23
ARTICLE 17 CLAIMS PROCEDURES 23	
17.1 Application for Benefits.....	23
17.2 Notice of Denied Claim for Benefits	23
17.3 Appeal of Denied Claim	23
17.4 Legal Action.....	24
17.5 Electronic Media	24
17.6 Deemed Exhaustion of Administrative Remedies.....	24
17.7 Authorized Representative.....	24
17.8 Overpayment.....	24
ARTICLE 18 TERMINATION OF PARTICIPATION BY EMPLOYER.....	24
ARTICLE 19 STATEMENT OF ERISA RIGHTS	25

SUMMARY PLAN DESCRIPTION

ARTICLE 1 INTRODUCTION

Modine Manufacturing Company (“Modine”) is pleased to provide you this updated summary of the Modine Manufacturing Company 401(k) Retirement Plan (the “Plan”). The Plan is designed to supplement your savings for retirement. The Plan may provide valuable benefits to you and your family. You should read this summary carefully and keep it for future reference. If you have questions after reading this summary, please contact the Plan Administrator.

Modine established this Plan effective January 1, 1999 for certain salaried employees of Modine. Effective August 17, 2007, Modine merged the portion of the frozen Modine Employee Stock Ownership Plan (the “Merged ESOP”) attributable to salaried and former salaried employees into this Plan. Effective January 1, 2018, the Company merged the Modine 401(k) Retirement Plan for Hourly Employees (the “Hourly 401(k) Plan”), the Luvata Grenada LLC 401(k) Retirement Plan (the “Grenada 401(k) Plan”), and the Luvata Electrofin, Inc. 401(k) Plan (the “Electrofin 401(k) Plan”) (together, the “Merged 401(k) Plans”) into this Plan. As a result, participant accounts in the Merged ESOP and the Merged 401(k) Plans became part of this Plan.

This Plan is maintained for the benefit of salaried and hourly employees of Modine, Modine Grenada LLC (formerly Luvata Grenada LLC), Modine Louisville Inc. (formerly Luvata Electrofin, Inc.), Modine Jacksonville Inc. (formerly Luvata Electrofin Texas, Inc.), and MDA US LLC. As used in this Summary Plan Description, the term “Employer” includes Modine, Modine Grenada LLC, Modine Louisville Inc., Modine Jacksonville Inc., and MDA US LLC.

The Plan is a profit sharing plan that incorporates a cash or deferred arrangement permitted by section 401(k) of the Internal Revenue Code (the “Code”). Modine intends that the Plan qualify as a “qualified automatic contribution arrangement safe harbor plan” under Code section 401(k)(13) (“QACA”) by satisfying certain notice, automatic enrollment, matching contribution, vesting, and distribution requirements. The Plan also includes an employee stock ownership plan component.

Because the Plan is a profit sharing plan, there is no fixed dollar amount of retirement benefits. Your actual Plan benefit will depend on the value of your vested Plan Account at the time it is distributed. Your Account will increase by the amount of contributions properly allocated to your Account for the period you participate in the Plan. Your Account will decrease by amounts distributed or withdrawn from your Account and expenses allocated to your Account. Finally, your Account will increase (or decrease) to reflect the investment gains (or losses) allocated to your Account based upon your investment decisions.

The government agency known as the Pension Benefit Guaranty Corporation (“PBGC”) insures benefits payable under plans that provide fixed and determinable retirement benefits. Because this Plan does not provide a fixed and determinable retirement benefit, the PBGC does not insure benefits under this Plan.

This summary briefly describes significant features of the Plan. The official Plan documents are more detailed and set out all of the Plan’s features. The official Plan documents govern the Plan. If there is ever a conflict between the official Plan documents and anything in this summary (or in any other materials that you may receive from Modine regarding the Plan), the official Plan documents will control. This Plan does not confer upon any person any right to future employment with Modine.

Unless the context otherwise requires, for purposes of this summary, the word “you” or “your” refers to an employee of an Employer who is eligible to participate in this Plan (as described in ARTICLE 7).

References to your termination of employment refer to your termination of employment with Modine and its subsidiaries.

A copy of the Plan document is on file in the main offices of Modine and will be available to you to review during regular business hours. Your questions regarding the Plan should be addressed to the Plan Administrator as follows: Human Resources Department, Modine Manufacturing Company, 1500 DeKoven Avenue, Racine, WI 53403. Modine's telephone number is (262) 636-1200.

ARTICLE 2 HIGHLIGHTS OF THE PLAN

PARTICIPATION: You generally will be eligible to participate in the Plan if you are an employee of an Employer. If your balance from a Merged ESOP or Merged 401(k) Plan was merged into this Plan, you will be a participant in this Plan with respect to that balance. ARTICLE 7 provides details regarding the conditions for participating in the Plan. Section 6.6 of ARTICLE 6 provides details regarding the Merged ESOP balances, and Section 6.7 of ARTICLE 6 provides details regarding Merged 401(k) Plan balances.

CONTRIBUTIONS: If you are eligible to participate in the Plan, you may make salary deferral contributions to the Plan, known as "Elective Deferrals." You may make pre-tax Elective Deferrals or you may designate some or all of your Elective Deferrals to be Roth after-tax Elective Deferrals. Subject to the conditions set forth in Section 7.2 and Modine's right to amend the Plan as described in Section 16.1, Modine will make a Safe Harbor Matching Contribution based on Elective Deferrals that you make to the Plan. You also may be eligible for Employer Contributions. ARTICLE 7 provides details regarding these contributions.

VESTING: You will not forfeit the "vested" portion of your Plan Account. You will vest in your *entire* Plan Account if you are employed by Modine or a Modine subsidiary on or after reaching age 65 or if your employment terminates due to your death or disability. If you terminate employment prior to age 65 for a reason other than your death or disability, you generally will vest in the subaccounts within your Plan Account, as applicable, as follows.

- You are fully vested in the Elective Deferral Account, Merged ESOP Account, certain Merged 401(k) Plan Accounts, Rollover Account, Roth Rollover Account, and certain Modine Stock dividends.
- If you are employed by Modine or a Modine subsidiary on or after January 1, 2018, you are fully vested in the Pre-2018 Employer Contribution Account, Pre-2018 Matching Contribution, and certain other Merged 401(k) Plan Accounts. Special vesting rules apply to those subaccounts if you were not employed by Modine or a Modine subsidiary after December 31, 2017.

- You are fully vested in the Safe Harbor Matching Contribution Account if you were employed by Modine or a Modine subsidiary prior to January 1, 2023 **or**, if you were not employed prior to that date, upon completing of two Years of Service.
- You will vest in your Employer Contribution Account upon completing three Years of Service.

ARTICLE 8 provides more detail regarding these vesting rules and summarizes some special vesting rules that might apply.

Note: Even though you may be vested in a portion of your Plan Account, the value of that portion may be reduced as a result of investment losses, Plan administrative and investment expenses, etc.

TRUST: The Trustee of the Plan holds the Plan’s assets in a Trust Fund pursuant to a trust agreement. The Trustee pays Plan benefits solely from the Trust Fund.

INVESTMENTS: The Plan allows you to direct the Trustee to invest your Plan Account among various investment funds, as summarized in ARTICLE 14 and described to you in materials provided by the Plan Administrator. The Plan includes investments in Modine Stock through the Plan’s Modine Stock fund, but the Plan no longer permits *new* investment in Modine Stock.

DISTRIBUTIONS: Generally, you may receive the vested portion of your Plan Account following your termination of employment. In certain circumstances, you may withdraw a portion of your vested Plan Account before you terminate employment, as described in ARTICLE 9.

**ARTICLE 3
IDENTIFYING INFORMATION**

Plan Sponsor, Plan Administrator, and Agent for Service of Legal Process:	Modine Manufacturing Company Attn. Human Resources Department 1500 DeKoven Avenue Racine, WI 53403 (262) 636-1200
Employer Identification Number (EIN):	39-0482000
Plan Name:	Modine Manufacturing Company 401(k) Retirement Plan
Plan Number:	024
Plan Year:	January 1–December 31

Plan Trustee: Delaware Charter Guarantee & Trust Company,
conducting business as Principal Trust Company
1013 Centre Road, Suite 300
Wilmington, DE 19805
1-800-332-4015

Plan Administration: The Plan Administrator is the fiduciary responsible for Plan administration. Pursuant to a contract with Modine, Principal Financial Group provides participant recordkeeping and other services related to Plan administration.

ARTICLE 4 PLAN ADMINISTRATOR and EXPENSES OF ADMINISTRATION

The Plan Administrator controls and manages the Plan's operation and administration and is designated the Plan's named fiduciary with respect to Plan administration, with all of the related rights and responsibilities. The Plan Administrator is responsible for providing you information regarding your rights and benefits under the Plan and has the primary duty to file certain reports, forms, and returns related to the Plan with the Department of Labor and the Internal Revenue Service ("IRS"). By contract, the Plan Administrator obtains certain recordkeeping and other services from Principal Financial Group.

The Plan Administrator has the sole and absolute discretion to resolve all questions arising in the administration, interpretation, and application of the Plan, including, but not limited to, questions arising as to the right of any person to participate in or to receive any benefit from the Plan. The Plan Administrator's determination is binding on all parties.

The Plan pays expenses incurred in the administration of the Plan. Modine or another Employer may pay some of those expenses if Modine so chooses. If the Plan pays an administrative expense, the Plan Administrator, in its sole discretion in accordance with the Plan, will determine the portion of that expense charged to your Account.

The Plan Administrator may determine that your Account (and not the Accounts of other Plan participants) should pay certain expenses. These are expenses that are specifically incurred by, or attributable to the administration of, your Account. For example, if you are married and get divorced, the Plan may incur expenses if a court order requires that the Plan pay a portion of your Account to your ex-spouse. (See ARTICLE 12) The Plan may charge these expenses solely to your Account. Examples of other fees and expenses that the Plan may charge solely to your Accounts include, *but are not limited to*, fees or expenses incurred in (a) processing distribution or loan requests for your Account, (b) administering any benefit disclaimer following your death, and (c) responding to legal or administrative proceedings related to your Account (for example, estate or probate proceedings). Finally, the Plan generally will charge to your Account expenses attributable to investments held in your Plan Account, as described in ARTICLE 14.

Modine serves as the Plan Administrator. Modine reserves the right to appoint a committee to serve as Plan Administrator at a future date.

**ARTICLE 5
TRUSTEE/TRUST FUND**

The Trustee holds all amounts contributed to the Plan in a Trust Fund. The funding policy for the Plan requires the Trustee to invest the Trust Fund in accordance with the trust agreement executed with respect to the Plan for the exclusive benefit of Plan participants and their beneficiaries in a manner consistent with the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Upon the direction of the Plan Administrator, the Trustee will distribute Plan benefits from the Trust Fund to participants and beneficiaries and pay Plan expenses. The Trustee will maintain Trust Fund records on a Plan Year basis.

**ARTICLE 6
PARTICIPANT PLAN ACCOUNT**

If you become a participant in the Plan, the Plan will establish an Account for your benefit to maintain a record of your interest in the Plan. Your Plan Account may consist of some, or all, of the subaccounts described below. The Plan will allocate investment gains (or losses) credited to your Account among the subaccounts.

6.1 Elective Deferral Accounts. Elective Deferrals that you make to the Plan, as described in Section 7.1, will be allocated to your Elective Deferral Accounts as follows.

- (a) Pre-Tax Elective Deferral Account. Pre-tax Elective Deferral contributions that you make to the Plan will be allocated to your Pre-Tax Elective Deferral Account.
- (b) Roth Elective Deferral Account. Roth after-tax Elective Deferral contributions that you make to the Plan will be allocated to your Roth Elective Deferral Account.

6.2 Matching Contribution Accounts. Matching Contributions for which you may be eligible will be allocated to your Plan Account as follows.

- (a) Pre-2018 Matching Contribution Account. Matching Contributions allocated to your Account for Plan Years ending before January 1, 2018 have been allocated to your Pre-2018 Matching Contribution Account.
- (b) Safe Harbor Matching Contribution Account. Safe Harbor Matching Contributions allocated to your Account, as described in Section **Error! Reference source not found.**, will be allocated to your Safe Harbor Matching Contribution Account.

6.3 Employer Contribution Accounts. Employer Contributions for which you may be eligible, as described in Section 7.3, will be allocated to your Plan Account as follows.

- (a) Pre-2018 Employer Contribution Account. Employer Contributions allocated to your Account for Plan Years ending before January 1, 2018 have been allocated to your Pre-2018 Employer Contribution Account.
- (b) Employer Contribution Account. Employer Contributions allocated to your Account for Plan Years beginning after December 31, 2017 will be allocated to your Employer Contribution Account.

- 6.4 Rollover Account.** Amounts that you roll over into the Plan from another eligible retirement plan, other than amounts rolled over from a designated Roth account (discussed in Section 6.5), will be allocated to your Rollover Account.
- 6.5 Roth Rollover Account.** Amounts that you roll over into the Plan from a designated Roth account of another eligible retirement plan will be allocated to your Roth Rollover Account. In addition, in-Plan Roth rollovers (described in ARTICLE 11) will be allocated to your Roth Rollover Account.
- 6.6 Merged ESOP Account.** Your subaccounts under the Merged ESOP, if any, were allocated to the following corresponding subaccounts within your Merged ESOP Account under this Plan: (a) Merged ESOP Account—Elective Deferrals; (b) Merged ESOP Account—Matching Contributions; (c) Merged ESOP Account—Voluntary Employee After-Tax Contributions-Post-1986; (d) Merged ESOP Account—Voluntary Employee After-Tax Contributions-Pre-1987; and (e) Merged ESOP Account—Voluntary Employee Contribution Matching Contributions. In addition, amounts transferred to this Plan from the Merged ESOP before it was merged into this Plan based on your election to diversify your investments under the Merged ESOP were allocated to the corresponding subaccounts within your Merged ESOP Account under this Plan.
- 6.7 Merged 401(k) Plan Accounts.** Your subaccounts, if any, under a Merged 401(k) Plan as of December 31, 2017 were allocated as follows to corresponding subaccounts under this Plan.
- (a) Elective Deferrals. Amounts allocated to your pre-tax elective deferral subaccount in a Merged 401(k) Plan were allocated to your Pre-Tax Elective Deferral Account in this Plan and amounts allocated to your Roth elective deferral subaccount in a Merged 401(k) Plan were allocated to your Roth Elective Deferral Account in this Plan.
 - (b) Matching Contributions. Amounts allocated to your matching contribution subaccount in the Hourly 401(k) Plan were allocated to your Pre-2018 Matching Contribution Account in this Plan. Amounts allocated to your matching contribution subaccount in the Grenada 401(k) Plan were allocated to your Merged Grenada 401(k) Plan Matching Contribution Account in this Plan. Amounts allocated to your matching contribution subaccount in the Electrofin 401(k) Plan were allocated to your Merged Electrofin 401(k) Plan Matching Contribution Account in this Plan.
 - (c) Employer Contributions. Amounts allocated to your employer contribution subaccount in the Hourly 401(k) Plan were allocated to your Pre-2018 Employer Contribution Account in this Plan. Amounts allocated to your employer nonelective contribution subaccount in the Grenada 401(k) Plan, other than amounts attributable to supplemental contributions for salaried employees, were allocated to your Merged Grenada 401(k) Plan Base Employer Contribution Account in this Plan. Amounts allocated to your employer nonelective contribution subaccount in the Grenada 401(k) Plan attributable to supplemental contributions for salaried employees were allocated to your Merged Grenada 401(k) Plan Employer Supplemental Contribution Account for Salaried Employees in this Plan. Amounts allocated to your employer nonelective contribution subaccount in the Electrofin 401(k) Plan were allocated to your Merged Electrofin 401(k) Plan Employer Contribution Account in this Plan.
 - (d) Rollover Accounts. Amounts allocated to your rollover subaccount in a Merged 401(k) Plan (other than amounts attributable to amounts rolled over from designated Roth accounts) were allocated to your Rollover Account in this Plan. Amounts allocated to

your Roth rollover subaccount in a Merged 401(k) Plan were allocated to your Roth Rollover Account in this Plan.

- (e) Merged ESOP Accounts. Amounts allocated to your Merged ESOP subaccounts in the Hourly 401(k) Plan were allocated to the corresponding Merged ESOP Accounts in this Plan. (See Section 6.6 above.)
- (f) Qualified Nonelective Contributions. Amounts allocated to your qualified nonelective contribution subaccount under a Merged 401(k) Plan were allocated to your Qualified Nonelective Contribution Account under this Plan.

ARTICLE 7 ELIGIBILITY TO PARTICIPATE AND PLAN CONTRIBUTIONS

7.1 Elective Deferrals. If you are an employee of an Employer (as reflected on the Employer's payroll records) and not excluded from the Plan (as described in Section 7.8), you are eligible to make Elective Deferral contributions to the Plan. "Elective Deferrals" are salary reduction contributions to the Plan. You may make pre-tax Elective Deferrals or you may designate some or all of your Elective Deferrals to be Roth after-tax Elective Deferrals. To the extent you do not designate your Elective Deferrals as Roth after-tax Elective Deferrals, your Elective Deferrals will be pre-tax Elective Deferrals.

- (a) Tax Treatment of Elective Deferrals. Compensation you contribute to the Plan as a pre-tax Elective Deferral is not subject to income tax until distributed from the Plan. Compensation you contribute to the Plan as a Roth after-tax Elective Deferral is subject to income tax at the time that amount is taken from your pay. Roth after-tax Elective Deferrals, however, are not taxed when distributed from the Plan. In addition, if the distribution of Roth after-tax Elective Deferrals is "qualified," then the earnings on the amounts you contribute as Roth after-tax Elective Deferrals will not be subject to income tax when distributed from the Plan. In general, a distribution of your Roth amounts will be "qualified" only if each of the following two conditions is satisfied:
 - The distribution occurs after your attainment of age 59-1/2, death, or disability; and
 - The distribution occurs after the expiration of a 5-year participation period, which generally begins on the first day of the calendar year in which you first make a Roth after-tax Elective Deferral contribution to the Plan (or to another 401(k) plan or 403(b) plan if you directly rolled over that amount into the Plan).

Both pre-tax Elective Deferrals and Roth after-tax Elective Deferrals are subject to Social Security and Medicare taxes at the time they are taken from your pay. Social Security and Medicare taxes on your Elective Deferrals (pre-tax and Roth) and income taxes on your Roth after-tax Elective Deferrals will be withheld from your remaining compensation. Your election regarding the amount and type (i.e., pre-tax or Roth) of your Elective Deferrals is irrevocable with respect to amounts already withheld from your compensation (but see ARTICLE 11 regarding in-Plan Roth rollovers).

- (b) Enrollment. If you are not currently making Elective Deferrals, you may enroll to make Elective Deferrals at any time by calling Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or logging into the

Principal Financial Group website at www.principal.com. Your Employer will begin deducting your Elective Deferrals from your pay as soon as administratively feasible after you submit your election (as determined by the Plan Administrator). Your salary-reduction election will remain in effect until you modify that election. You may increase, decrease, or discontinue your Elective Deferrals or you may change the type of your Elective Deferrals (i.e., pre-tax or Roth) at any time by calling Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or logging into the Principal Financial Group website at www.principal.com. Your new election will be effective as soon as administratively feasible after you submit your election (as determined by the Plan Administrator). If you entirely discontinue your Elective Deferrals and you later decide to resume Elective Deferrals, you may again enroll to make Elective Deferrals in the future as described above.

- (c) Automatic Enrollment. Your Employer generally will enroll you automatically to make Elective Deferrals when you first begin participating in the Plan. Under automatic enrollment, your Employer initially will deduct 3% of your compensation per pay period (your “automatic enrollment percentage”) and contribute it to your Account as an Elective Deferral. If your Employer automatically enrolls you to make Elective Deferrals, your automatic enrollment Elective Deferrals will be pre-tax Elective Deferrals (except to the extent the Elective Deferrals are age 50 catch-up Elective Deferrals that must be treated as Roth Elective Deferrals as described in subsection (f) below). *You may decline automatic enrollment for Elective Deferrals* by calling Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or logging into the Principal Financial Group website at www.principal.com. If you do not decline automatic enrollment, your automatic enrollment Elective Deferrals will continue (subject to automatic escalation described in subsection (d)) until you submit and election, as described in subsection (b), to change the amount of your Elective Deferrals, change the type of your Elective Deferrals (i.e., by designating Elective Deferrals as Roth after-tax Elective Deferrals), or discontinue your Elective Deferrals.
- (d) Automatic Escalation. If you remain subject to automatic enrollment as described under subsection (c), then your automatic enrollment percentage will increase by 1% of your compensation effective as of the first day of each Plan Year that begins *after* the later of (i) the date you are initially automatically enrolled to make Elective Deferrals under subsection (c), or (ii) December 31, 2023. These annual automatic increases in your automatic enrollment percentage will continue until your automatic enrollment percentage reaches 10% of your compensation per pay period or, if earlier, you submit an election, as described in subsection (b), to change the amount of your Elective Deferrals, change the type of your Elective Deferrals (i.e., by designating Elective Deferrals as Roth after-tax Elective Deferrals), or discontinue your Elective Deferrals.
- (e) Automatic Enrollment/Automatic Escalation Notice. A reasonable time before implementing an automatic enrollment or automatic escalation, the Plan Administrator (or Principal Financial Group) will give you a written notice that explains the proposed automatic enrollment or escalation and your right to: (i) decline automatic enrollment for, or automatic escalation of, Elective Deferrals (as described in subsections (c) and (d) above); (ii) enroll or re-enroll at a later date if you decline enrollment or you discontinue making Elective Deferrals; (iii) change your Elective Deferral amount; (iv) designate some or all of your Elective Deferrals as Roth Elective Deferrals or pre-tax Elective Deferrals; or (v) discontinue Elective Deferrals.

- (f) **Elective Deferral Limits.** Except as provided below, your Elective Deferrals (whether pre-tax or Roth) for a calendar year may not exceed a specified limit. The dollar limit is \$22,500 for 2023. The IRS may increase this limit in future years to reflect increases in the cost of living. In addition, your Elective Deferrals for a Plan Year may not exceed 75% your compensation (as defined in Section 7.6) per pay period.

You may make additional catch-up Elective Deferrals beginning in the calendar year in which you reach age 50. For 2023, your catch-up contributions generally cannot exceed \$7,500. After 2023, the IRS may increase the catch-up contribution limit to reflect increases in the cost of living. (**Note:** Your age 50 catch-up Elective Deferrals for calendar years after 2023 must be Roth Elective Deferrals if your compensation in the prior year exceeds a \$145,000 (as periodically adjusted for cost of living increases). We are waiting for IRS guidance on how this change in the law is to be implemented.)

The limits described in this subsection apply to your total elective deferrals under all retirement plans for a calendar year. If you make elective deferral contributions to the retirement plan of another employer and Elective Deferrals under this Plan in the same calendar year and your total deferrals exceed the applicable limit described in this subsection, you must contact the administrator of your other employer’s plan or the Plan Administrator by March 1 following the calendar year in which the excess arose to request a refund of your excess contribution (as adjusted for earnings). Failure to do so could make you liable for tax on the excess both at the time deferred **and** when it is distributed to you.

- (g) **Tax Credit for Elective Deferrals.** Depending on your adjusted gross income (“AGI”) and your filing status, you may be eligible for a tax credit on your federal income taxes equal to a percentage of the Elective Deferrals (whether pre-tax or Roth) contributions that you make to your Account. A tax credit reduces the federal income tax you pay dollar-for-dollar. The IRS adjusts the AGI thresholds periodically to reflect increases in the cost of living.

For 2023, the AGI thresholds are as follows:

<i>Joint Filers AGI</i>	<i>Heads of Household AGI</i>	<i>Others AGI</i>	<i>Credit</i>	<i>Credit Cap</i>
\$0 - \$43,500	\$0 - \$32,625	\$0 - \$21,750	50%	\$1,000
\$43,501 - \$47,500	\$32,626 - \$35,625	\$21,751 - \$23,750	20%	\$400
\$47,501 - \$73,000	\$35,626 - \$54,750	\$23,751 - \$36,500	10%	\$200
Over \$73,000	Over \$54,750	Over \$36,500	0%	\$0

Please consult your tax advisor for information regarding your eligibility for this tax credit.

- 7.2 Safe Harbor Matching Contributions.** Except as noted in the following paragraph and subject to Modine’s right to amend the Plan (described in Section 16.1), your Employer will make a “Safe Harbor Matching Contribution” to your Plan Account equal to 100% of the first 3% of compensation that you contribute as an Elective Deferral (whether pre-tax or Roth) for that Plan Year plus 50% of the next 3% of compensation that you contribute as an Elective Deferral for that Plan Year. For example, assume you earn compensation of \$50,000 for the Plan Year and you contribute 6% of your compensation as an Elective Deferral. Your Safe Harbor Matching Contribution for the Plan Year will be \$2,250 [(\$1,500, or 100% x 3% x \$50,000) + (\$750, or 50% x 3% x \$50,000)].

Modine retains the right to reduce or suspend the Safe Harbor Matching Contribution under the Plan. If Modine chooses to do so *during* the Plan Year, you will receive a supplemental notice explaining the reduction or suspension of the Safe Harbor Matching Contribution at least 30 days before the change is effective. Your Employer will contribute any Safe Harbor Matching Contribution you have earned up to that point for the Plan Year.

7.3 Employer Contributions. If you are an employee of an Employer (as reflected on the Employer’s payroll records) and you are not excluded from the Plan (as described in Section 7.8), you are eligible to participate in the Plan with respect to Employer Contributions. Each Plan Year, your Employer may make an Employer Contribution to the Plan in the amount determined by Modine in its discretion. If you are eligible to participate in the Plan with respect to Employer Contributions, your Plan Account will receive an allocation of the Employer Contribution, if any, made for a Plan Year if:

- (a) You are employed by an Employer on the last day of that Plan Year; or
- (b) Your employment terminates during the Plan Year (i) due to your death or disability, or (ii) on or after the date you reach age 65.

The Employer Contribution, if any, for a Plan Year is allocated to participant Accounts using an equal percentage of each eligible participant’s compensation for the Plan Year.

7.4 Forfeitures. Section 8.6 describes “Forfeitures” that may arise under the Plan. The Plan generally will apply forfeitures to offset Employer contribution obligations under the Plan.

7.5 Allocation Limits. The law limits the total “additions” (other than trust earnings and rollover contributions) that the Plan may allocate to your Account for a Plan Year. This limit generally does not affect the Plan. The Plan Administrator would inform you, however, if this limit would apply to your Plan Account.

7.6 Compensation. Except as noted below, the term “compensation” generally means your wages for services performed for your Employer that are included in your gross income, increased by your pre-tax Elective Deferrals (Roth after-tax Elective Deferrals are already included in your gross income) and certain other pre-tax salary reduction contributions to other benefit plans. “Compensation” used to allocate any contribution under the Plan does not include fringe benefits, expense reimbursements, moving expenses, deferred compensation, or welfare benefits. If you are a highly compensated employee, “compensation” for purposes of Plan contributions does not include certain stock-based compensation even if that amount would otherwise be included in your gross income. Compensation in excess of a stated dollar limit (\$330,000 for 2023) cannot be considered for purposes of allocating contributions to the Plan. The IRS periodically adjusts the annual compensation limit to reflect increases in the cost-of-living.

7.7 Employee After-Tax Contributions. The Plan does not permit you to make after-tax contributions to the Plan other than Roth after-tax Elective Deferrals (discussed in Section 7.1), Roth rollover contributions (discussed in Section 6.5), and in-Plan Roth rollovers (discussed in ARTICLE 11).

7.8 Excluded from Participation. You will not be eligible to participate in the Plan if you are (a) a nonresident alien who receives no earned income from U.S. sources, or (b) a leased employee.

- 7.9 **Cessation of Participation.** Your active participation in the Plan will terminate as of the date you are no longer employed by an Employer in a class of employees eligible to participate in the Plan.

ARTICLE 8 VESTING IN CONTRIBUTIONS

“Vesting” refers to an interest in your Plan Account becoming nonforfeitable. Different vesting rules may apply to the various subaccounts within your Plan Account. In addition, different vesting rules apply depending upon your work history or the circumstances of your termination of employment.

8.1 **Death, Disability, Attainment of Age 65, and Special Rules.**

- (a) You will be vested in all amounts properly allocated to your Plan Account if:
- Your employment with Modine and its subsidiaries terminates due to your death or disability (as defined in Section 9.29.2(d)); or
 - You are employed by Modine or a Modine subsidiary on or after the date you reach age 65.
- (b) You will be vested in all amounts allocated to your Plan Account if you were employed by Modine or a Modine subsidiary before January 1, 2001.

If you are not described in this Section 8.1, your vested interest in your Plan Account will be determined under Sections 8.2 and 8.3.

- 8.2 **Fully Vested Accounts.** You are always vested in amounts properly allocated to the following subaccounts within your Plan Account: the Pre-Tax Elective Deferral Account; the Roth Elective Deferral Account; the Merged ESOP Account; the Merged Grenada 401(k) Matching Contribution Account; the Merged Grenada 401(k) Plan Base Employer Contribution Account; the Qualified Nonelective Contribution Account; the Roth Rollover Account; and the Rollover Account. You are also vested in the dividends paid on Modine Stock held in the Plan’s ESOP Component (described in Section 9.4) properly allocated to your Account.

If you have a balance in any of the following subaccounts, you will be 100% vested in that subaccount if you are employed by Modine or a Modine subsidiary on or after January 1, 2018: the Pre-2018 Matching Contribution Account; the Pre-2018 Employer Contribution Account; the Merged Grenada 401(k) Plan Employer Supplemental Contribution Account for Salaried Employees; the Merged Electrofin 401(k) Plan Matching Contribution Account; and the Merged Electrofin 401(k) Plan Employer Contribution Account. If you are not employed by Modine or a Modine subsidiary on or after January 1, 2018, please contact Modine’s Human Resources Department for special vesting rules that may apply to these subaccounts.

- 8.3 **Safe Harbor Matching Contribution Account.** You will vest in amounts properly allocated to the Safe Harbor Matching Contribution Account within your Plan Account as follows.

- (a) **Employment Prior to 2023.** If you were employed by an Modine or a Modine subsidiary prior to January 1, 2023, you will be 100% vested in amounts properly allocated to your Safe Harbor Matching Contribution Account.

(b) Commencement of Employment After 2022. If you were not employed by Modine or a Modine subsidiary prior to January 1, 2023 and you are not described in Section 8.1, you will vest in amounts properly allocated to the Safe Harbor Matching Contribution Account upon your completion of two Years of Service (as defined in Section 8.5).

8.4 Employer Contribution Account. If you are not described in Section 8.1, you will vest in amounts properly allocated to your Employer Contribution Account when you complete three Years of Service (as defined in Section 8.5).

8.5 Year of Service. You generally will be credited with a “Year of Service” for each 12-month period of employment within your Service Period. Your “Service Period” is the period beginning on the date you are first employed by Modine or a Modine subsidiary and ends on the date a Break in Service begins. A “Break in Service” is a 12-month period in which you are not employed by Modine or a Modine subsidiary. **Note:** *For purposes of determining your Years of Service, your employment with Modine Grenada LLC (formerly Luvata Grenada LLC), Modine Louisville Inc. (formerly Luvata Electrofin, Inc.), or Modine Jacksonville Inc. (formerly Luvata Electrofin Texas, Inc.) prior to Modine’s acquisition of that entity will be counted as part of your Service Period.*

8.6 Forfeitures. In general, the Plan provides two ways in which you will forfeit the portion of your Plan Account that is not vested. The first method of forfeiture is the “forfeiture Break in Service” rule. The second method of forfeiture is the “cash out” rule. These forfeited amounts are referred to as “Forfeitures.”

(a) Break in Service Rule. You will forfeit the portion of your Account that is not vested when you have a Break in Service (as defined in Section 8.5) that lasts five years.

(b) Cash-out Rule. You will forfeit the portion of your Account that is not vested when you receive a distribution of the entire vested portion of your Account following your termination of employment. If you terminate employment and you have no Elective Deferrals in the Plan and no vested interest in any portion of your Plan Account attributable to employer contributions of any kind, you will be deemed to have received a distribution of the entire vested portion of your Plan Account.

If a portion of your Account has been forfeited under the cash-out rule described in (b) and you return to employment with Modine or a Modine subsidiary before you have a Break in Service that lasts five years, you can have the forfeited amounts restored to your Account. To do so, you generally must repay to the Plan the full amount of the vested benefit you previously received. Please contact the Plan Administrator for additional information regarding this repayment rule.

ARTICLE 9 DISTRIBUTIONS

9.1 Payment of Benefits after Termination of Employment. If your total vested balance in your Plan Account (i.e., your Plan benefit) when you terminate employment is \$1,000 or less, the Plan Administrator will distribute your entire Account to you in a single lump sum as soon as administratively feasible following your termination of employment.

If your vested Plan Account balance exceeds \$1,000 when you terminate employment, you may elect to have your Plan benefit distributed to you. Not less than 30 days and not more than 180 days before your Plan benefit becomes payable, the Plan Administrator (or Principal Financial

Group) will provide you with a notice regarding your right to receive your Plan benefit or to defer payment of your benefit. After you receive this notice, you may elect to receive a distribution of your Plan benefit by calling Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or logging into the Principal Financial Group website at www.principal.com. You may contact Modine's Human Resources Department if you need assistance with your election. If you elect to receive your Plan benefit, you can waive the notice period and receive your Plan benefit as soon as administratively feasible.

If your vested Plan Account balance exceeds \$1,000 when you terminate employment, you must specify the form in which you will receive your Plan benefit. You may receive your benefit in one of the following forms:

- (a) A single lump sum;
- (b) Periodic single sum distributions of a portion of your Plan benefit in such amount and at such times as you reasonably elect; or
- (c) Monthly, quarterly, semi-annual, or annual installments over a fixed period. If you elect to receive installments, you may elect, at any time, to accelerate the payment of all, or any portion, of your unpaid vested Account.

You may be eligible to have a portion of your distribution transferred to another retirement plan or an individual retirement account ("IRA") in a direct rollover. The Plan Administrator or Principal Financial Group will provide you with additional information regarding this option.

You cannot elect a distribution more than 180 days after receiving the notice described above. If that 180-day period has passed and you want to receive your Plan benefit, please contact Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or by logging into the Principal Financial Group website at www.principal.com to receive an updated notice.

If you will receive a distribution, the amount is less than your entire vested Account, and your vested Account includes balances in both Roth and non-Roth subaccounts, you may elect the subaccount(s) that will be the source of the distribution. If you do not make an election, the Plan Administrator will determine the subaccount(s) from which the distribution will be made.

9.2 Payments Prior to Termination of Employment. In certain circumstances summarized below, you may withdraw a portion of your vested Plan Account before you terminate employment. To obtain a withdrawal prior to termination of employment, you must contact Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or by logging into the Principal Financial Group website at www.principal.com. You may contact Modine's Human Resources Department if you need assistance.

- (a) Hardship Withdrawals. In certain limited circumstances, you may obtain a hardship withdrawal from the following subaccounts: Pre-Tax Elective Deferral Account; Roth Elective Deferral Account; Merged ESOP Account—Elective Deferrals; and, Merged ESOP Account—Voluntary Contribution Matching Contribution. A hardship withdrawal is generally a withdrawal:
 - (1) *For the purpose of:* (i) paying certain expenses for medical care incurred by you, your spouse, your dependent(s), or your primary beneficiary; (ii) purchasing

(excluding mortgage payments) your principal residence; (iii) paying tuition or related educational fees for the next 12 months of post-secondary education for you or your spouse, children, dependent(s), or primary beneficiary; (iv) preventing your eviction from your principal residence or foreclosure upon a mortgage on your principal residence; (v) paying burial or funeral expenses for your deceased parent, spouse, child, dependent, or primary beneficiary; (vi) repairing damage to your principal residence resulting from certain casualties; or, (vii) paying for any expense or loss (including loss of income) that you incur on account of a federally declared disaster if your principal residence or principal place of employment at the time of the disaster was located in an area designated by the federal government for individual assistance with respect to the disaster; and

- (2) *That satisfies the following conditions:* (i) the amount withdrawn does not exceed the amount of the need (including amounts needed to pay taxes on the withdrawal); (ii) you have received all distributions other than hardship distributions (including distributions described in Section 9.4) available under this Plan and any other plan maintained by Modine or a Modine subsidiary; and, (iii) you represent (in such manner as the Plan Administrator prescribes) that you have insufficient cash or other liquid assets to satisfy the need and the Plan Administrator does not have actual knowledge that is contrary to your representation.

An individual is your “primary beneficiary” if you have named him/her as your beneficiary under the Plan, as described in Section 10.1, and he/she has a right to receive all or a portion of your remaining Plan Account, if any, upon your death.

Unless the Plan Administrator has actual knowledge to the contrary, the Plan Administrator will rely on your written certification that your hardship withdrawal request satisfies the conditions set forth in paragraphs (1) and (2) above.

- (b) Withdrawals after Age 59-½. If you have attained age 59-½, you may withdraw all, or any portion, of any vested subaccount within your Plan Account.
- (c) Rollover Account, Roth Rollover Account, and Merged ESOP Account—Voluntary Contributions. If you have a Rollover Account or a Roth Rollover Account in the Plan, you generally may withdraw, subject to subsection (j) and ARTICLE 11, some or all of that account at any time.

If you have a Merged ESOP Account—Voluntary Employee After-Tax Contributions-Post-1986 balance and/or a Merged ESOP Account—Voluntary Employee After-Tax Contributions-Pre-1987 balance, you may withdraw some, or all, of that subaccount at any time. Special tax rules may apply.

- (d) Disability. If you were a participant in the Plan (formerly the Modine 401(k) Retirement Plan for Salaried Employees) or the Modine 401(k) Retirement Plan for Hourly Employees prior to January 1, 2018 and you become disabled but you have not terminated employment, you may withdraw some, or all, of your balance in each of the following subaccounts: Pre-Tax Elective Deferral Account; Roth Elective Deferral Account; Matching Contribution Account; Merged ESOP Account—Elective Deferrals; and, Merged ESOP Account—Voluntary Employee Contribution Matching

Contributions. You will have suffered a “disability” and be “disabled” for purposes of the Plan if you are eligible for and receiving Social Security disability benefits, or you are eligible for and receiving benefits under Modine’s long-term disability plan.

- (e) Qualified Reservist. If you are a member of the reserves of the United States uniformed services and you are ordered or called to active duty, you may receive a distribution from your Pre-Tax Elective Deferral Account or Roth Elective Deferral Account if you are ordered or called to active duty for a period in excess of 179 days or for an indefinite period, provided the distribution is made during the period beginning on the date you are ordered or called to active duty and ending at the close of the active duty period.
- (f) Deemed Severance. If you are on active duty in the United States uniformed services for a period of more than 30 days, you will be deemed to have terminated employment for purposes of the Plan and you will be eligible to receive payment of your vested benefits under the Plan. If you elect to receive a distribution on account of a deemed severance, and the distribution includes any of your Pre-Tax Elective Deferral Account, Roth Elective Deferral Account, or Safe Harbor Matching Contribution Accounts, then you generally may not make Elective Deferrals (whether pre-tax or Roth) to the Plan during the six-month period beginning on the date of the distribution. If you would be entitled to a distribution on account of a deemed severance and a distribution on account of another Plan provision (such as a qualified reservist distribution, discussed above), then the six-month suspension will not apply.
- (g) Former Modine Climate Systems, Inc. Employees. If you previously participated in the Modine Climate Systems, Inc. Savings and Profit Sharing Plan, special in-service withdrawal rules may apply to matching contributions under that plan. Please contact the Administrator for additional information.
- (h) Coronavirus-Related Distribution. During the period beginning April 13, 2020 and ending December 31, 2020, you would have been eligible to take a “coronavirus-related distribution” from any vested subaccount within your Plan Account if you were a Qualified Individual. You would have been a “Qualified Individual” eligible for a coronavirus-related distribution if:
 - (1) You, your spouse, or your dependent was diagnosed with COVID-19; **or**, you experienced adverse financial consequences as a result of (A) being quarantined, furloughed or laid off or having work hours reduced due to COVID-19, (B) being unable to work due to lack of child care due to COVID-19, or (C) other factors related to the COVID-19 outbreak as determined by the IRS; and
 - (2) You certified that one of the conditions described in paragraph (1) applied to you.

Under special tax rules applicable to coronavirus-related distributions, you could elect to have the taxable portion of a coronavirus distribution taxed in the year you received it or over the three-year period that began with the year you received the distribution. The 10% penalty tax generally applicable to distributions you receive prior to age 59-1/2 would not apply to a coronavirus-related distribution.

If you took a coronavirus-related distribution in 2020, you generally may repay some or all of it to your Plan Account or to an IRA within three years of receiving the distribution and avoid taxation of the amount repaid. The portion of the coronavirus-related

distribution you repay timely is not subject to tax and is treated as a rollover contribution to your Plan Account or IRA, as applicable. If you timely repay some or all of your coronavirus-related distribution in a tax year after the tax year in which you included that amount in your taxable income, you may need to file an amended tax return for the year you included the amount in income to obtain a refund of the tax on the repaid amount. Your total coronavirus-related distributions from the Plan and any other plan could not exceed \$100,000. Please contact Principal Financial Group, at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or by logging into the Principal Financial Group website at www.principal.com, if you are interested in repaying some or all of your coronavirus-related distribution to your Plan Account. Please contact your tax advisor for additional information regarding the tax implications of a coronavirus-related distribution and your repayment options.

- (i) **Roth and Non-Roth Accounts.** If an amount is available for withdrawal under this Section 9.2 from one or more of your Roth subaccounts and one or more of your non-Roth subaccounts, then you generally may elect the vested subaccount(s) within your Account that will be the source of the withdrawal. If you do not designate the subaccounts from which your withdrawal will be taken, the Plan Administrator will determine the eligible subaccount(s) from which the withdrawal will be made.
- (j) **Roth Rollover Account—In-Plan Roth Rollover.** If you elect to do an in-Plan Roth rollover, as described in ARTICLE 11, the payment provisions of this Section 9.2 applicable to the subaccount from which you made the in-Plan Roth rollover will continue to apply to the portion of your Roth Rollover Account attributable to that in-Plan Roth rollover. For example, if you elect an in-Plan Roth rollover from your Pre-Tax Elective Deferral Account, the portion of your Roth Rollover Account attributable to the in-Plan Roth Rollover from your Pre-Tax Elective Deferral Account will be available for withdrawal in the event of hardship under subsection (a).

9.3 Distribution of Modine Stock or Cash. If you or, in the event of your death, your beneficiary is entitled to a distribution, you or your beneficiary may elect to receive the vested portion of your Plan Account that is invested in the Modine Stock fund at the time of the distribution in the form of (a) cash or (b) Modine Stock (with the value of fractional shares paid in cash).

9.4 Modine Stock Dividends. You may elect to have the Plan distribute to you, in cash, dividends the Plan receives to the extent those dividends are attributable to Modine Stock allocated to the portion of your Account that is part of the Plan’s ESOP Component (a “Dividend Cash-Out Election”). To do so, you must submit your Dividend Cash-Out Election to the Plan Administrator following procedures established by the Plan Administrator. Once made, your Dividend Cash-Out Election will remain in effect until you revoke that election. Your Dividend Cash-Out Election (or your revocation of a prior election) will be effective as soon as administratively feasible after you submit it to the Plan Administrator in accordance with the established procedures. Your Dividend Cash-Out Election will apply only to dividends paid to the Plan while the election is effective. For example, you cannot elect to have the Plan distribute dividends to you that the Plan received before your Dividend Cash-Out Election was effective. If you have made a Dividend Cash-Out Election and have not revoked it, the Plan will distribute the dividends to you (pursuant to procedures established by the Plan Administrator) no later than 90 days after the close of the Plan Year in which Modine pays the dividend. If you do not have a Dividend Cash-Out Election in place, dividends the Plan receives on Modine Stock will be allocated to your Account. In the event of your death, your beneficiary will have the same ability to make (or revoke) a Dividend Cash-Out Election with respect to your Plan Account. *You will*

receive additional information regarding the periods within and the manner in which to make a Dividend Cash-Out Election or to revoke a prior election. If you have questions about the Dividend Cash-Out Election, please contact the Plan Administrator.

The Plan's "ESOP Component" generally includes your Merged ESOP Account (to the extent invested in Modine Stock), Modine Stock held by the Plan that is identified by management as part of the ESOP Component, and Modine Stock held in your Account as a result of your decision to invest in Modine Stock. The ESOP Component as of any Plan Year, however, does not include any contribution made for that Plan Year. The ESOP Component is designed to invest primarily in Modine Stock, but, as discussed in ARTICLE 14, you may direct the Plan to liquidate some or all of the Modine Stock held in your Account and invest the proceeds in one of the other investment vehicles offered under the Plan. "Modine Stock" refers to Modine's common stock. *The Modine Stock investment fund is frozen. No additional contributions or other amounts may be invested in the Modine Stock investment fund, and no Plan participant who divests his/her Account's investment in the Modine Stock fund will be permitted to reinvest in Modine Stock.*

- 9.5** **Latest Payment Date.** If you terminate employment and your vested Account exceeds \$1,000, you may elect to defer payment of your Plan benefit. You generally will be deemed to have elected to defer payment of your Plan benefit if you fail to submit a distribution election to Principal Financial Group. In all cases, however, you must begin receiving your vested Plan Account no later than your required beginning date. In general, your "required beginning date" is April 1 following the calendar year in which you reach the required beginning date age or, if later, April 1 following the calendar year in which you terminate employment. The "required beginning date age" is 70½ if you reached age 70½ before January 1, 2020, 72 if you reached age 70½ after 2019 and before 2023, and age 73 (or later) if you reached age 72 after December 31, 2022.

ARTICLE 10 DISTRIBUTION AT DEATH

- 10.1** **Distribution to a Beneficiary.** If you die with a vested balance in your Account, the Plan will distribute that amount to the beneficiary identified in your beneficiary designation in effect at the time of your death. If you do not designate a beneficiary or your designated beneficiary does not survive you, your beneficiary will be:

- (a) Your surviving spouse; or,
- (b) If you are not married at the time of your death, your estate.

You may designate one or more beneficiaries to receive payment of your vested Account upon your death. To do so, you must contact Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or by logging into the Principal Financial Group website at www.principal.com. You may contact Modine's Human Resources Department if you need assistance. *Your beneficiary designation will not be effective unless received during your lifetime.*

If you are married at the time of your death, your beneficiary will be your surviving spouse, unless your spouse has consented to your designation of an alternative beneficiary or your spouse cannot be located. Your spouse's consent must be in writing, acknowledging the effect of that election, and witnessed by a Plan representative or notary public. Any change or revocation of your designated beneficiary generally will again require your spouse's consent. (The Plan

Administrator, in its discretion, may implement alternative methods of submitting spousal consent, and obtaining witnesses to spousal consent, to the extent permitted by the IRS and the Department of Labor.) To receive the form your spouse should execute to provide written consent (or to determine whether the Plan Administrator has approved an alternative method for obtaining spousal consent), contact Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or by logging into the Principal Financial Group website at www.principal.com. You may contact Modine's Human Resources Department if you need assistance.

- 10.2 Time and Form of Payment at Death.** If you die and your remaining vested Account balance is \$5,000 or less (\$7,000 or less effective beginning January 1, 2024), the Plan will distribute your vested Account balance in a single lump sum to your beneficiary as soon as administratively feasible after your death.

If you die and your remaining vested Account balance is greater than \$5,000 (greater than \$7,000 effective beginning January 1, 2024), the Plan will distribute your vested Account balance to your beneficiary at the time your beneficiary elects. Your beneficiary may elect payment in any optional benefit form described in Section 9.1 by contacting Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or by logging into the Principal Financial Group website at www.principal.com. Your beneficiary may contact Modine's Human Resources Department if he/she needs assistance with his/her election. In all cases, the distribution of your vested Account must comply with the Plan's required minimum distribution rules.

- 10.3 Change in Marital Status.** Since your spouse may have certain rights in the Plan upon your death, you should immediately report any change in your marital status to the Plan Administrator. *Please be aware that a change in your marital status will **not** change a beneficiary designation that you have submitted to the Plan as described in Section 10.1.* For example, if you submit a beneficiary designation naming your spouse as your beneficiary and you subsequently divorce, the beneficiary designation that you submitted prior to your divorce will remain in effect unless you submit a new beneficiary designation naming a different beneficiary.

ARTICLE 11 IN-PLAN ROTH ROLLOVER

You may elect to transfer any portion of a vested non-Roth subaccount within your Plan Account to your Roth Rollover Account. This transfer is referred to as an "in-Plan Roth rollover." The amount that you elect to transfer to your Roth Rollover Account in an in-Plan Roth rollover generally will be taxed as ordinary income to you in the year of the transfer. The 10% penalty tax, which may apply to certain Plan distributions you take prior to age 59-1/2, will not apply to an in-Plan Roth rollover. Taxes are not withheld from the amount you have transferred in an in-Plan Roth rollover. As a result, you may need to adjust your tax withholding on other compensation or file estimated taxes to avoid a tax underpayment penalty. Please contact your tax advisor for information.

You may designate the vested non-Roth subaccount(s) from which your in-Plan Roth rollover will be taken. If you do not make such a designation, your in-Plan Roth rollover will be taken proportionally from your vested non-Roth subaccounts. Your in-Plan Roth rollover may not be taken, however, from any loan account. If a non-Roth account transferred to your Roth Rollover Account in an in-Plan Roth rollover is not otherwise distributable, that portion of the in-Plan Roth rollover, and any earnings attributable thereto, will be separately accounted for and remain subject to the Plan distribution provisions that applied to that non-Roth subaccount.

Amounts distributed from your Roth Rollover Account that are related to a previous in-Plan Roth rollover generally will not be taxable to the extent those amounts were taxed at the time of the in-Plan Roth rollover. In addition, your investment earnings on that amount will not be subject to tax when distributed from the Plan if the conditions for a “qualified” distribution summarized in Section 7.1(a) are met. If an in-Plan Roth rollover is the first contribution you make to a Roth account, the 5-year participation period otherwise described in Section 7.1(a) will begin on the first day of the calendar year in which you make the in-Plan Roth rollover.

ARTICLE 12 QUALIFIED DOMESTIC RELATIONS ORDERS

Generally, your Plan Account may not be sold, used as collateral for a loan, given away or otherwise transferred. Your creditors may not attach, garnish or otherwise interfere with your Account. There is an exception, however, to this general rule. The Plan Administrator may be required by law to recognize obligations you incur for court-ordered child support, marital property settlements, alimony payments, or similar obligations. The Plan Administrator must honor a qualified domestic relations order (“QDRO”). A QDRO is a decree or order that (i) a court issues pursuant to state domestic relations law, (ii) relates to the provision of child support, alimony or marital property rights, (iii) allocates a portion of your vested Plan Account to your spouse, former spouse, child, or other dependent, and (iv) satisfies certain other requirements. If the Plan Administrator receives a QDRO related to your Account, all or a portion of your Account may be used to satisfy the obligation. The Principal Financial Group will determine the validity of any domestic relations order received. Determining whether the domestic relations order is a QDRO can be a lengthy process. To avoid delays, you (or your attorney) or your spouse (or your spouse’s attorney) should contact the Principal Financial Group to learn the procedures for reviewing such judgments, decrees, or orders. You may request, at no charge, a copy of the Plan’s procedure for reviewing any domestic relations order. To the extent permitted by law, the Plan may charge your Account for costs incurred to determine whether your domestic relations order is a QDRO or to comply with the terms of the order. You can contact Principal Financial Group by calling (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or logging into the Principal Financial Group website at www.principal.com.

ARTICLE 13 PARTICIPANT LOANS

The Plan allows you to obtain a loan from your Account that is secured by your Plan Account. A loan must bear a prevailing interest rate charged on loans made under similar circumstances by persons in the business of lending money for commercial loans. There are specific limits on the amount you may obtain in a loan. You may only obtain a loan from your Pre-Tax Elective Deferral Account, Roth Elective Deferral Account, Merged ESOP Account—Elective Deferrals, Roth Rollover Account, and/or Rollover Account. To the extent the balance of your Roth Rollover Account is attributable to an in-Plan Roth rollover, described in ARTICLE 11, it will be available for loan only to the extent attributable to an in-Plan Roth rollover from your Pre-Tax Elective Deferral Account, Merged ESOP Account—Elective Deferrals, or Rollover Account. You may specify the available subaccounts from which your loan is taken. If you do not specify the subaccount(s) that will be the source of your loan, your loan will be taken pro rata from the subaccounts available for loan. In general, your loan must be at least \$1,000 and may not exceed the lesser of (a) \$50,000, reduced by the highest unpaid balance of your loans from the Plan (and all other plans of Modine or its subsidiaries) for the one-year period ending on the day before your new loan is to be made, or (b) 50% of your vested balance in your Plan Account (reduced by any unpaid balance of any loans you have outstanding from the Plan on the date of the new loan). Under applicable tax law, repayment must occur in at least substantially level quarterly payments of principal and interest generally over a period not to exceed five years. If the loan is used to acquire a principal residence,

however, the term may be up to 10 years. You may only have one loan outstanding at any time. A loan-processing fee applies to any loans from your Plan Account. Please contact the Principal Financial Group, by calling (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or logging into the Principal Financial Group website at www.principal.com, for more information regarding Plan loans and applicable fees.

If you were a Qualified Individual, as defined in Section 9.2(h), you may have qualified for a one-year extension on payments otherwise due on a loan you received from your Plan Account. The extension would have been available for loan payments due between March 27, 2020 and December 31, 2020. If you qualified for and obtained an extension on your loan payments, your subsequent loan payments would be adjusted to reflect the payment extension and interest accruing during that extension. Please contact Principal Financial Group, at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time) or by logging into the Principal Financial Group website at www.principal.com, for additional information regarding the loan payment extension.

ARTICLE 14 PARTICIPANT DIRECTION OF INVESTMENTS

14.1 Directing the Investment of Your Plan Account. The Plan permits you to direct the investment of your Account balance under the Plan. You can provide investment directions on any business day at the following website: www.principal.com. Alternatively, you can provide investment directions over the telephone by calling: 1-800-547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time). The Trustee will invest your Account balance under the Plan in accordance with your direction.

The Plan is intended to comply with ERISA section 404(c) and the regulations thereunder. Therefore, to the extent you (or, following your death your beneficiary) direct the investment of your Account balance under the Plan, ERISA relieves the Plan Administrator, each Employer, the Trustee, and other Plan fiduciaries from liability for any loss resulting from your direction of investment. If you fail to provide investment direction, your Account will be invested in a default investment fund selected by the Plan Administrator and you will be deemed to have directed that your Account be invested in that fund. At the time you begin participating in the Plan and prior to the beginning of each Plan Year, the Plan Administrator or Principal Financial Group will distribute a notice describing your right to direct how your Plan Account is invested and the default investment that will be used if you fail to provide investment direction for your Plan Account.

The Plan makes various investment options available to you for purposes of investing your Plan Account. The available investment options have been described in other materials the Plan Administrator or Principal Financial Group has provided to you. The Plan Administrator or Principal Financial Group will inform you of changes made in the investment funds offered under the Plan.

The Modine Stock fund had been offered as an investment option under the Plan but is now frozen as an investment alternative under the Plan. Amounts invested in the Modine Stock fund as of January 1, 2018 may remain invested in that fund. No new contributions or other amounts, however, may be invested in the Modine Stock fund and no amount may be transferred from another investment option under the Plan to the Modine Stock fund. Under the procedures described above, you (or, following your death your beneficiary) may elect at any time to diversify the investment of any portion of your Account invested in Modine Stock fund. If you

divest any portion of your Plan Account investment in the Modine Stock fund, however, you may **not** reinvest that amount in the Modine Stock fund.

The Modine Stock fund invests in Modine Stock, but a portion of the Modine Stock fund is invested in money market funds and/or cash for liquidity purposes. If a portion of your Account balance is invested in the Modine Stock fund, your Account will hold units of that fund and the value of those units will increase or decrease based upon the value of the assets held in the Modine Stock fund.

Pursuant to investment procedures established under the Plan, the Plan Administrator, in its discretion, may establish restrictions, limitations, and other rules regarding investment elections and investment options, including restrictions on the amount participants may allocate to any particular investment fund. Any such restriction, limitation, or rule will be communicated to you.

Each investment option available under this Plan is subject to investment risk. One option may be subject to a higher level and/or different kind of investment risk than another option. There can be no assurance that any option will achieve its stated objective or that an investment in any option will avoid a loss. The Plan, the Trustee, the Plan Administrator, and the Employers cannot and do not guaranty the performance of any of the funds and have no obligation to make up any investment losses. That is why it is important for you to consider your investment goals, security needs, and tolerance for risk. No employee of Modine or any other Employer can advise you regarding the proper investment choices for you. It is your responsibility to monitor and manage your investments to meet your personal goals.

The investment options offered under the Plan (as modified from time to time) are intended to give you an opportunity to choose from a broad range of options permitting varying levels of expected risk and return. Your decision about which investment options to use for your Plan Account is yours alone.

To help achieve long-term retirement security, you should carefully consider the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk. In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. It is also important to review periodically your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

We encourage you to work with an investment professional to determine your investment objectives and an appropriate investment strategy. Your Employer cannot provide you with investment advice.

Copies of prospectuses, financial statements, and reports which the Plan receives from time to time related to investment options under the Plan may be obtained from the Plan Administrator,

by calling Principal Financial Group at (800) 547-7754 (Monday through Friday from 7:00 am to 9:00 pm Central Time), or logging into the Principal Financial Group website at www.principal.com. If you have questions, please ask the Plan Administrator for a full description of materials available to you for each investment option available under the Plan.

- 14.2 Voting Modine Stock Allocated to Your Plan Account.** You will have the same opportunity to exercise voting rights with respect to Modine Stock allocable to your Account based on the units in the Modine Stock fund credited to your Account as other stockholders of Modine. The Trustee will provide you an opportunity to provide voting instructions and the Trustee will exercise voting rights with respect to Modine Stock attributable to your Account in accordance with directions that you timely provide. If you fail to provide the Trustee with timely voting instructions, the Trustee will vote shares of Modine Stock attributable to your Account in the same proportion as the shares of Modine Stock held by the Plan for which the Trustee did receive timely voting instructions from other participants and beneficiaries (unless the Plan Administrator determines voting those shares in another manner is required by ERISA). In view of these voting procedures and subject to the requirements of ERISA, you will be the Plan fiduciary responsible for determining how shares of Modine Stock attributable to your Account will be voted.
- 14.3 Tender Offer for Modine Stock Allocated to Your Plan Account.** In the event the Trustee receives an offer to purchase some or all of the shares of Modine stock held by the Plan (“a tender offer”), you will have the right to direct the Trustee to tender or not to tender Modine Stock allocable to your Account based on the units in the Modine Stock fund credited to your Account. The Trustee will tender or withhold from tender the Modine Stock attributable to your Account as you direct. If you do not direct the Trustee to tender or not to tender Modine Stock allocated to your Account, you will be deemed to have directed the Trustee not to tender the Modine Stock attributable to your Account. In view of these procedures and subject to the requirements of ERISA, you will be the Plan fiduciary responsible for determining whether or not the Modine Stock attributable to your Account will be tendered in response to a tender offer.

ARTICLE 15 KEEP THE PLAN ADMINISTRATOR INFORMED

If you have terminated employment and you have not received your entire Plan benefit, it is very important that you keep the Plan Administrator informed of any change in your mailing address and of any change in the mailing address of your designated beneficiary. If the Plan Administrator is unable to locate you or your beneficiary, your Plan benefit could be forfeited.

If you are, or will be, absent from work due to service in the *military or other uniformed service*, please contact the Plan Administrator for information regarding special rights available to you under the Plan pursuant to federal law.

If you are married, please keep the Plan Administrator informed of any change in your marital status.

ARTICLE 16 AMENDMENT AND TERMINATION

- 16.1 Amendment or Restatement.** Modine may amend or restate the Plan at any time. Generally, however, no amendment or restatement may cause any Plan assets (other than amounts necessary to pay certain taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Plan participants or their beneficiaries. Except as described in the previous sentence, an amendment or restatement of the Plan generally may not reduce your

Account balance determined as of the date immediately preceding the effective date of the amendment or restatement or cause or permit any portion of the Plan to revert to, or become property of, Modine or a Modine subsidiary. The Plan provisions in effect when you terminate employment generally will control as to your Plan benefit, unless otherwise specified in the Plan.

- 16.2 Termination and Discontinuance of Contributions.** Modine reserves the right to terminate the Plan at any time, in whole or in part, with respect to any or all participants. Modine reserves the right to discontinue contributions to the Plan. Upon a complete discontinuance of Plan contributions or full or partial termination of the Plan, the Account of each affected participant will be fully vested. In the event of partial or complete termination, the liability to pay Plan benefits is strictly limited to assets held in the Plan's Trust Fund. No one will have any claim against Modine or any subsidiary of Modine to provide any Plan benefits regardless of the sufficiency of that Trust Fund, except as otherwise required by law. If the Plan terminates, the payment of your vested Plan Account may be accelerated.

ARTICLE 17 CLAIMS PROCEDURES

For purposes of this ARTICLE 17, the term "you" or "your" refers to you as a Plan participant or, in the event of your death, your beneficiary(ies).

- 17.1 Application for Benefits.** If you are entitled to benefits under this Plan, you or your authorized representative must file a written claim with the Plan Administrator on forms approved by the Plan Administrator. Your application must include all information and evidence the Plan Administrator deems necessary to evaluate the merit of, and to make any necessary determinations on, a claim for benefits. Unless special circumstances exist, you will be informed of the decision on your claim within 90 days of the date your claim is received. If there are special circumstances, then, within this 90-day period, you will receive a written notice that explains the special circumstances requiring a delay in the decision and sets a date, no later than 180 days after the Plan's receipt of the claim, by which you can expect to receive a decision. If you do not receive any notice from the Plan Administrator within the 90-day period, you may assume that the claim has been denied and you may proceed to appeal the denial.
- 17.2 Notice of Denied Claim for Benefits.** If your claim for benefits is partially or wholly denied, you will receive a notice explaining: (a) the specific reason or reasons for denial; (b) which Plan provisions were relevant to the denial; (c) the need, if any, for additional material or information that you must supply to make the claim valid; (d) the steps you must take to appeal the denial of your claim; and (e) your right to bring a civil action under ERISA section 502(a) in the event your appeal is denied in whole or in part.
- 17.3 Appeal of Denied Claim.** If your claim is denied in whole or in part, you or your authorized representative may appeal the denied claim. To do so, you must file your appeal with the Plan Administrator in writing within 60 days after receiving notice that your claim has been denied. Your written appeal may include any comments, statements or documents that you may wish to provide. Upon request, and free of charge, you may review all documents, records and other information relevant to your claim for benefits. Review of your appeal will take into account all comments, documents, records, and other information you submit, without regard to whether such information was submitted or considered during the initial benefit determination. If you submit a written appeal, the Plan Administrator will entertain, within a reasonable time, any oral presentation you or your duly authorized representative wishes to make. Within 60 days after the later of the submission of the written appeal or the oral presentation, the Plan Administrator will

render a determination on the appeal of the claim in a written statement. If special circumstances require a delay in the decision, the Plan Administrator will notify you, within the initial 60-day period, of the reasons for the delay and the date by which the Plan Administrator expects to render a decision. A delayed decision will be issued no later than 120 days after the date the Plan Administrator receives a request for review. The written decision will contain the reason(s) for the decision, refer to specific Plan provisions on which the decision is based, and include a statement regarding your right to bring a civil action under ERISA section 502(a).

- 17.4 Legal Action.** If you receive notice that your claim for Plan benefits has been denied (as described in Section 17.2) and you fail to file an appeal within 60 days of receiving that notice (as described in Section 17.3), you will be barred from pursuing the claim further with the Plan Administrator or in court. If you timely file an appeal within that 60-day period and your claim is denied in whole or in part upon appeal, then you may file suit or pursue a legal action (including, without limitation, a civil action under ERISA section 502(a)) provided you do so no later than 12 months after the date of the Plan Administrator's final determination denying your claim on appeal. If you fail to file your suit or legal action within this 12-month period, you will lose all rights to bring any such suit or legal action thereafter.
- 17.5 Electronic Media.** To the extent permitted by applicable Department of Labor and IRS guidance, the Plan Administrator may provide any written notice described in this summary using electronic media.
- 17.6 Deemed Exhaustion of Administrative Remedies.** If the Plan Administrator fails to abide by the procedures laid out in this ARTICLE 17 with respect to a claim, you will be deemed to have exhausted the administrative remedies available under the Plan and may pursue a civil action under federal law under ERISA section 502(a).
- 17.7 Authorized Representative.** You may designate an authorized representative to act on your behalf with respect to a benefit claim or an appeal of a denied claim. You must designate an authorized representative in writing on such form as the Plan Administrator will provide from time to time and you must sign the designation. If you designate an authorized representative to act on your behalf, then, unless you direct otherwise, the Plan Administrator will direct all information and notifications to which you are otherwise entitled to your authorized representative with respect to the aspect of the claim for which the representative is designated (for example, initial determination, request for documents, appeal, etc.).
- 17.8 Overpayment.** In the event the Plan makes a payment to any individual that exceeds the amount to which the individual is entitled under the Plan, the Plan will have an equitable lien on the amount of the overpayment. The Plan Administrator will have the right to take legal action to recover the overpayment, reduce or offset future payments due to such individual by the amount of any such overpayment, and/or address such overpayment in any manner the Plan Administrator deems reasonable.

ARTICLE 18 TERMINATION OF PARTICIPATION BY EMPLOYER

An organization will cease to be an “Employer” participating in the Plan if the organization is dissolved, Modine amends the Plan to exclude the organization from participating in the Plan, or the organization ceases to be an affiliate of Modine. The term “affiliate” means a corporation within Modine’s controlled group of corporations or a business under common control with Modine.

ARTICLE 19 STATEMENT OF ERISA RIGHTS

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan participants are entitled to:

- **Receive Information About Plan and Benefits.** This includes the right to:
 - ◆ Examine, without charge, at the Plan Administrator’s office and at other specified locations (such as work sites), all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
 - ◆ Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
 - ◆ Receive a summary of the Plan’s annual financial report. ERISA requires the Plan Administrator to furnish each participant with a copy of the summary annual report.
 - ◆ Obtain a statement telling you whether you have a right to receive a retirement benefit at the normal retirement age under the Plan and what your benefit could be at normal retirement age (age 65) if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will advise you of the number of additional years you must work to receive a retirement benefit. You must request this statement in writing. The law does not require the Plan Administrator to give this statement more than once every 12 months. The Plan must provide the statement free of charge.
- **Prudent Actions by Plan Fiduciaries.** In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate this Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or from exercising your rights under ERISA.
- **Enforce Your Rights.** If your claim for a retirement benefit is denied or ignored, in whole or in part, you have the 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 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 the materials 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 or a medical child support order, you may file suit in 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 is frivolous.

- **Assistance with Your Questions.** If you have any questions about your Plan, you should contact the Plan Administrator. 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 Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 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.

34247283_16.DOC