

Modine Manufacturing Company Short Term Disability Plan Summary

November 30, 2023

The information contained in this document is merely a compilation of the Company's short-term disability Plan provisions for use in administering claims and is not intended to be a Plan document on which a participant may rely for benefits. The Company has reviewed and approved the summary of the Plan's provisions contained herein. The Company is the Plan Fiduciary.

The Plan provides short term disability (STD) benefits to eligible participants under the terms and conditions of the Plan . The Plan is a self-funded welfare benefit Plan (Plan). The Plan is administered by Modine Manufacturing Company (Company).

The Lincoln National Life Insurance Company (together with its affiliates and subsidiaries, "Lincoln") (Lincoln) provides non-fiduciary claim processing services to the Plan. The Plan is not insured by Lincoln, and Lincoln has not issued any insurance policy that would fund benefits under the Plan. Lincoln is not responsible to fund the payment of any benefits under the Plan.

This document provides a summarized explanation of the Plan benefits in effect as of the date on the front page of this document. The master Plan , if any, more fully describes the terms and conditions of the Plan. If the terms of this document and the master Plan differ, the master Plan will govern. A complete copy of the master Plan, if any, is in the possession of the Company and is available for your review upon request. In the event of any changes in benefits or Plan provisions, the Company will provide you a new summary Plan description, a statement of material modification, or a supplement that describes any changes.

Possession of this document does not necessarily mean you are a participant under the Plan. This document explains the requirements for becoming a participant under the Plan. The dates on which participation begins or ceases are explained within this document. The description of Eligible Classes, as that term is defined in this document, will help you determine what benefits, if any, may apply to you.

For information, contact Modine Manufacturing Company.

THE PLAN MAY BE AMENDED OR TERMINATED BY Modine Manufacturing Company AT ANY TIME AND FOR ANY REASON.

SECTION 1 - PLAN SPECIFICATIONS

ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Minimum Hourly Requirement:

Employees working a minimum of 30 regularly scheduled hours per week

Short Term Disability Benefits:

Class 1: All eligible regular, full-time salaried, Employees paid bi-weekly

Class 2: All eligible regular, full-time salaried, Employees paid semi-monthly

Class 3: All eligible Electrofin regular, full-time, salaried and office hourly Employees paid weekly

Class 8: All Modine AUTO eligible regular, full-time, salaried, employees paid bi-weekly

Note: This policy does not cover the following Employees: Temporary and Seasonal Employees and Employees who are not legal residents working in the United States.

Eligibility Waiting Period:

Applicable to Class 1, 8

1. If the Employee is employed by the Company on the Plan effective date - 6 months of continuous, Active Employment
2. If the Employee begins employment for the Company after the Plan effective date - 6 months of continuous, Active Employment

Applicable to Class 2, 3

1. If the Employee is employed by the Company on the Plan effective date - First of the month following the date of hire
2. If the Employee begins employment for the Company after the Plan effective date - 6 months of continuous, Active Employment

Employee Contributions Required:

No

Name of Associated Companies

Modine Grenada LLC
3984 Highway 51 South
P.O. Box 948
Grenada, MS 38901 USA

Modine Louisville Inc.
1423 West Ormsby Avenue
Louisville, KY 40210 USA

Modine Jacksonville Inc.
224 Talley Nichols Drive
Jacksonville, TX 75766 USA

Modine Auto
1500 DeKoven Avenue
Racine, WI 53403 USA

Elimination Period:

The period for which a benefit is payable will commence following the Elimination Period shown below:

- 3 calendar days for Injury
- 3 calendar days for Sickness

Benefits will begin on the first day following the completion of the Elimination Period. However, benefits will begin on the 1st day of continuous Disability if the Employee is Hospitalized due to the same Disability. Hospitalization is defined as one overnight stay in a Hospital and also includes outpatient procedures.

Amount of Benefits

6 to 12 months of services: 100.00% of Covered Person's Annual Earnings for 1 week, 60.00% of Covered Person's Annual Earnings thereafter

After 1 year: 100.00% of Covered Person's Annual Earnings for 2 weeks for each year of service up to a maximum of 26 weeks. 60.00% of Covered Person's Annual Earnings thereafter

Maximum Benefit Period:

Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 179th day of Disability for which a benefit is payable.

Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 179th day of Disability for which a benefit is payable.

SECTION 2 - DEFINITIONS

In this section the Company defines some basic terms needed to understand this Plan. The male pronoun whenever used in this Plan includes the female.

"Active Employment" means the Employee must be actively at work for the Company:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Plan Specifications; and either perform such work:
 - a. at the Company's usual place of business; or
 - b. at a location to which the Company's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for the Employee's own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for the Employee's own disabling condition).

"Appropriate Available Treatment" means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within the Employee's geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

"Basic Weekly Earnings" means the Employee's weekly rate of earnings from the Company in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

"Disability" or **"Disabled"** means the Employee, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Job.

"Eligibility Date" means the date an Employee becomes eligible to participate in this plan. Eligibility Requirements are shown in the Plan Specifications.

"Eligibility Waiting Period" means the continuous length of time an Employee must be in Active Employment in an eligible class to reach his Eligibility Date.

"Elimination Period" means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period is shown in the Plan Specifications and begins on the first day of Disability.

"Employee" means a person in Active Employment with the Company who is participating in this Plan.

"Enrollment Form" is the document completed by the Employee, if required, when enrolling to participate in the Plan. This form must be satisfactory to the Company or its agent.

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of the Employee's child, spouse or parent or for the Employee's own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Gross Weekly Benefit" means the Employee's Weekly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

"Hospital" or **"Institution"** means a facility licensed to provide Treatment for the condition causing the Employee's Disability.

"Initial Enrollment Period" means one of the following periods during which an Employee may first enroll to participate in this Plan:

1. for an Employee who is eligible on the Plan effective date, a period before the Plan effective date set by the Company.
2. for an Employee who becomes eligible after the Plan effective date, the period which ends 31 days after his Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this Plan:

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury which occurs before the Employee is a participant under this Plan, but which accounts for a medical condition that arises while the Employee is participating in this Plan will be treated as a Sickness.

"Material and Substantial Duties" means responsibilities that are normally required to perform the Employee's Own Job and cannot be reasonably eliminated or modified.

"Own Job" means the Employee's job that he was performing when his Disability or Partial Disability began.

"Partial Disability" or "Partially Disabled" means the Employee, as a result of Injury or Sickness, is able to:

1. perform one or more, but not all, of the Material and Substantial Duties of his Own Job or another job on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of his Own Job or another job on a part-time basis; and
3. earn between 20.00% and 80.00% of his Basic Weekly Earnings.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health coverage laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include an Employee, any family member or domestic partner.

"Plan Specifications" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Benefits, Minimum Benefit, and Maximum Benefit Period.

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by the Employee claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Employee's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a satisfactory form or format.

"Regular Attendance" means the Employee's personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat the Employee's Disability or Partial Disability.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Treatment" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether the Employee chooses to take them or not, and taking drugs and/or medicines.

"Weekly Benefit" means the weekly amount payable by the Plan to the Disabled or Partially Disabled Employee.

SECTION 3 - ELIGIBILITY

Eligibility Requirements

The eligibility requirements for participation are shown in the Plan Specifications.

Eligibility Date

An Employee in an eligible class will qualify to participate on the later of:

1. this Plan's effective date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Plan Specifications.

Family and Medical Leave

An Employee's participation may be continued under this Plan for an approved family or medical leave of absence for up to 12 weeks following the date participation would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required contribution is made;
3. the Employee's benefit level, or the amount of earnings upon which the Employee's benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of participation will cease immediately if any one of the following events should occur:
 - a. the Employee returns to work;
 - b. this group benefit Plan terminates;
 - c. the Employee is no longer in an eligible class;
 - d. fails to make the required contribution when due to the Company;
 - e. the Employee's employment terminates.

Associated Companies

Companies, corporations, firms or individuals that are subsidiary to, or affiliated with, the Sponsor will be called Associated Companies. The Associated Companies, if any, are listed in the Plan Specifications. Employees of Associated Companies will be considered Employees of the Company for purposes of this Plan.

As they relate to this Plan, all actions, agreements and notices between Lincoln and the Company will be binding on the Associated Companies.

If any Associated Companies cease to be Associated Companies for any reason, its Employees will be deemed to have transferred to a class of Employees not eligible for participation under this Plan.

SECTION 4 - DISABILITY INCOME BENEFITS

Disability Benefit

When the Plan receives Proof that an Employee is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this Plan. The benefit will be paid for the period of Disability if the Employee gives to the Plan Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon the Plan's request and at the Employee's expense. In determining whether the Employee is Disabled, the Plan will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while the Employee is a participant of this Plan.

The Weekly Benefit will not:

1. exceed the Employee's Amount of Benefits; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Benefits and the Maximum Benefit Period are shown in the Plan Specifications.

Amount of Disability Weekly Benefit

To figure the amount of Weekly Benefit:

1. Take the lesser of:
 - a. the Employee's Basic Weekly Earnings multiplied by the benefit percentage shown in the Plan Specifications; or
 - b. the Maximum Weekly Benefit shown in the Plan Specifications; and then
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this Plan), from this amount.

Partial Disability

When the Plan receives Proof that an Employee is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, he may be eligible to receive a Weekly Benefit, subject to any other provisions of this Plan. To be eligible to receive Partial Disability benefits, the Employee may be employed in his Own Job or another job, must satisfy the Elimination Period, and must be earning between 20.00% and 80.00% of his Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability if the Employee gives to the Plan Proof of continued:

1. Partial Disability;

2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon the Plan's request and at the Employee's expense. In determining whether the Employee is Partially Disabled, the Plan will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is a participant of this Plan.

Proportionate Loss Weekly Calculation

To figure the Amount of Weekly Benefit the formula (A divided by B) x C will be used.

- A = The Employee's Basic Weekly Earnings minus the Employee's earnings received while he is Partially Disabled. This figure represents the amount of lost earnings.
- B = The Employee's Basic Weekly Earnings.
- C = The Weekly Benefit as figured in the Disability provision of this Plan plus the Employee's earnings received while he is Partially Disabled (not including adjustments under the Cost of Living Adjustment Benefit, if included).

Rehabilitation Incentive Benefit

An increased Weekly Benefit will be paid while an Employee is fully participating in a Rehabilitation Program. The Plan must first approve the Rehabilitation Program in writing before an Employee can be considered for this benefit. If the Plan does not approve a Rehabilitation Program, the regular Disability benefit will be payable provided the Employee is Disabled under the terms of this Plan. To be eligible for a Rehabilitation Incentive Benefit, the Employee must:

1. be Disabled and receiving benefits under this Plan; and
2. be fully participating in a Rehabilitation Program approved by the Plan.

Increased Weekly Benefit

If the Employee is eligible for a Rehabilitation Incentive Benefit, the benefit percentage shown in the Plan Specifications, will be increased by 10.00%. The increased benefit will begin on the first day of the month after the Plan receives written Proof of the Employee's full participation in the Rehabilitation Program.

Disability Benefits Termination

If the Employee, at any time, declines to fully participate in an approved Rehabilitation Program recommended by the Plan his Disability benefits will terminate on the first day of the month following the Employee's declination to fully participate in the approved Rehabilitation Program. If the Plan recommends rehabilitation, no benefit will be paid from the date recommendation is made until the Plan receives the Employee's written agreement to fully participate in the Rehabilitation Program.

Discontinuation of the Rehabilitation Incentive Benefit

The Rehabilitation Incentive Benefit will cease:

1. when the Employee is no longer fully participating in a Rehabilitation Program approved by the Plan;

2. in accordance with the provision[s] entitled "Discontinuation of the Short Term Disability Benefit"; or
3. when the Rehabilitation Program ends.

For the purpose of this provision, "**Rehabilitation Program**" means a comprehensive individually tailored, goal oriented program to return a Disabled Employee to gainful employment. The services offered may include, but are not limited to, the following:

1. physical therapy;
2. occupational therapy;
3. work hardening programs;
4. functional capacity evaluations;
5. psychological and vocational counseling;
6. rehabilitative employment; and
7. vocational rehabilitation services.

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which the Employee is eligible under:
 - a. any work loss provision in mandatory "No-Fault" auto coverage; or
 - b. any governmental program or coverage required or provided by statute (including any amount attributable to the Employee's family).
2. any amount the Employee receives from any unemployment benefits; or
3. any amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar Plan or act, which:
 - a. the Employee receives or is eligible to receive; and
 - b. his spouse, child or children receives or are eligible to receive because of his Disability; or
 - c. his spouse, child or children receives or are eligible to receive because of his eligibility for Retirement Benefits.

Other Income Earnings means:

1. any amount the Employee receives from any formal or informal sick leave or salary continuation Plan(s); and
2. the amount of earnings the Employee earns or receives from any form of employment.

Other Income Benefits, except Retirement Benefits, must be payable as a result of the same Disability for which the Company pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this Plan.

Estimation of Benefits

The Employee's Disability or Partial Disability benefits will be reduced by the amount of Other Income Benefits that the Plan estimates is payable to the Employee and his dependents.

The Employee's Disability benefit will not be reduced by the estimated amount of Other Income Benefits if the Employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a reimbursement agreement under which, in part, the Employee agrees to repay the Plan for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provides satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless the Plan determines that further appeals are not likely to succeed; and
4. if applicable, submits satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless the Plan determines that further appeals are not likely to succeed.

In the event that the Plan overestimates the amount payable to the Employee from any Plans referred to in the Other Income Benefits and Other Income Earnings provision of this Plan, the Plan will reimburse the Employee for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgement) or denied (after appeal through the highest administrative level).

Lump Sum Payments

Other Income Benefits from a compromise, settlement, award or judgement which are paid to the Employee in a lump sum and meant to compensate the Employee for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a weekly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

Prorated Benefits

For any period for which a Short Term Disability benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/5th for each day for such period of Disability.

Discontinuation of the Short Term Disability Benefit

The Weekly Benefit will cease on the earliest of:

1. the date the Employee fails to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date the Employee fails to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.
3. the date the Employee refuses to be examined or evaluated at reasonable intervals;

4. the date the Employee refuses to receive Appropriate Available Treatment;
5. the date the Employee refuses a job with the Company where workplace modifications or accommodations were made to allow the Employee to perform the Material and Substantial Duties of the job;
6. the date the Employee is able to work in his Own Job on a part-time basis, but chooses not to;
7. on the first day of the month following the date the Employee refuses to fully participate in a Rehabilitation Program recommended by the Plan according to the individually written Rehabilitation Program;
8. the date the Employee's current Partial Disability earnings exceed 80.00% of his Basic Weekly Earnings;

Because the Employee's current earnings may fluctuate, earnings will be averaged over three consecutive weeks rather than immediately terminating his benefit once 80.00% of Basic Weekly Earnings has been exceeded.

9. the date the Employee is no longer Disabled according to this Plan;
10. the end of the Maximum Benefit Period; or
11. the date the Employee dies.

Successive Periods of Disability

With respect to this Plan, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Weekly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this Plan, an Employee:

1. returns to his Own Job on an Active Employment basis for less than two continuous weeks; and
2. performs all the Material and Substantial duties of his Own Job.

To qualify for the Successive Periods of Disability benefit, the Employee must experience more than a 20% loss of Basic Weekly Earnings.

Benefit payments will be subject to the terms of this Plan for the prior Disability.

If an Employee returns to his Own Job on an Active Employment basis for two continuous weeks or more, the Successive Period of Disability will be treated as a new period of Disability. The Employee must complete another Elimination Period.

If an Employee becomes eligible for benefits under any other group short term disability Plan, this Successive Periods of Disability provision will cease to apply to that Employee.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

This Plan will not provide benefits for any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit an indictable offense;
5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while the individual is an Employee;

No benefit will be payable during any period of incarceration.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Employee, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

Disability Benefit Exclusions

A Weekly Benefit will not be payable if an Employee becomes Disabled due to:

1. Injury that arises out of or in the course of employment; or
2. Sickness when a benefit is payable under a Workers' Compensation Law, or any other act or law of like intent.

These exceptions will not apply to partners or proprietors who elect not to be covered under such laws.

SECTION 6 - TERMINATION

Termination of an Employee's Benefits

An Employee will cease to be a participant on the earliest of the following dates:

1. the date this Plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Employee is no longer in an eligible class;
3. the date the Employee's class is no longer included for benefits;
4. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except the benefits will be continued for an Employee absent due to Disability during the Elimination Period.
5. the date the Employee ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.

SECTION 7 - GENERAL PROVISIONS

Assignment

No assignment of any present or future right or benefit under this Plan will be allowed.

1. This Plan may be changed in whole or in part. Only an officer of the Company can approve a change. The approval must be in writing and endorsed on or attached to this Plan.
2. No other person, including an agent, may change this Plan or waive any part of it.

Employee's Booklet

The Company will provide a Booklet for delivery to each Employee. It will state:

1. the name of the Plan Administrator and the Plan number;
2. a description of the benefits provided;
3. the method used to determine the amount of benefits;
4. to whom benefits are payable;
5. limitations or reductions that may apply;
6. the circumstances under which benefits terminates; and
7. the rights of the Employee upon termination of this Plan.

If the terms of a Booklet and this Plan differ, this Plan will govern.

Examination

The Plan may have the right and opportunity to have an Employee, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by the Plan. This right may be used as often as reasonably required.

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than one year after the time Proof of claim is required.

Notice and Proof of Claim

1. Notice

- a. Notice of claim must be given to the Plan within 30 days of the date of the loss on which the claim is based. If that is not possible, Lincoln, on behalf of the Company, must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to the Plan.
- b. When written notice of claim is applicable and has been received by the Plan the Employee will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Employee can send to the Plan written Proof of claim without waiting for the forms.

2. Proof

- a. Satisfactory Proof of loss must be given to the Plan, no later than 30 days after the end of the Elimination Period.

- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.
- c. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to the Plan within 30 days of the request for such Proof.

The Plan reserves the right to determine if the Employee's Proof of loss is satisfactory.

Right of Recovery

The Company has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by the Company in processing a claim; or
3. the Employee's receipt of any Other Income Benefits.

The Company may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this Plan;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to the Plan.

Subrogation and Reimbursement

When an Employee's Injury or Sickness appears to be someone else's fault, benefits otherwise payable under this Plan for loss of time as a result of that Injury or Sickness will not be paid unless the Employee or his legal representative agree(s):

1. to repay the Plan, for such benefits to the extent they are for losses for which compensation is paid to the Employee by or on behalf of the person at fault;
2. to allow the Plan, a lien on such compensation and to hold such compensation in trust for the Plan; and
3. to execute and give to the Plan, any instruments needed to secure the rights under 1. and 2. above.

Further, when the Company has paid benefits to or on behalf of the injured Employee, the Company will be subrogated to all rights of recovery that the Employee has against the person at fault. These subrogation rights will extend only to recovery of the amount the Company has paid. The Employee must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to the Plan.

Workers' Compensation

This Plan and the benefits provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

AMENDMENT NO. 5

It is agreed the following changes are hereby made to this Agreement: **PD3-840-445055-01**

Effective date of this Amendment: January 1, 2024

The attached Plan Summary reflects the following revision(s):

Section 1 - Plan Specifications - Revised the Minimum Hourly Requirement

The changes will only apply to Disabilities or Partial Disabilities which start on or after the effective date of this change.

This Agreement's terms and provisions will apply other than as stated in this amendment.

Dated this 30th day of November, 2023.

Issued to and Accepted by:

Modine Manufacturing Company
Sponsor

By _____
Signature and Title of Officer

The Lincoln National Life Insurance Company

