Marymount Manhattan College Tax Deferred Annuity Retirement Plan

SUMMARY PLAN DESCRIPTION

Effective January 1, 2009

Revised: January 1, 2019

MARYMOUNT MANHATTAN COLLEGE TAX DEFERRED ANNUITY RETIREMENT PLAN

I. INTRODUCTION

Marymount Manhattan College (the "Institution") provides eligible employees retirement benefits through Marymount Manhattan College Tax Deferred Annuity Retirement Plan (the "Plan"). The Plan was established on July 3, 1961.

This document provides a summary description of the Plan, and you should refer here first when you have any questions about the Plan. This summary highlights the important provisions of the official Plan document. However, if the provisions in Summary Plan Description differ from the Plan document, the terms of the Plan will control.

You may examine the Plan document during regular business hours at the Institution's office and obtain a copy of the Plan by written request to the Plan Administrator. You may be charged a small fee to cover copying costs.

You should read the Summary Plan Description carefully as it gives you a detailed description of your Plan, how it works, what benefits it provides, how they may be obtained and how they may be lost. If the summary does not answer your questions or if you need further information, contact the Plan Administrator.

II. BASIC INFORMATION

(1) Plan Name: The official name of the Plan is Marymount Manhattan College Tax Deferred Annuity Retirement Plan.

(2) Plan Sponsor: Marymount Manhattan College, 221 East 71st Street, Third Floor, New York, New York 10021.

(3) Employer Identification Number: 13–3161619

(4) Plan Number: 002

(5) Type of Plan: The Plan is a defined contribution retirement plan designed to satisfy the requirements of Section 403(b) of the Internal Revenue Code of 1986, as amended.

(6) Institution: Marymount Manhattan College. The Institution is responsible for enrolling Participants, sending Plan Contributions for each Participant to the Fund Sponsor selected by the Participant, and for performing other duties required for the operation of the Plan.

(7) Plan Administrator: Plan Administrator, Geller Group, LLC, 462 Seventh Avenue, Sixth Floor, New York, New York 10018. Telephone number: (212) 268-5700.

(8) Agent for Service Plan Administrator of Legal Process: Marymount Manhattan College, 221 East 71st Street, Third Floor, New York, New York 10021.

(9) Plan Contributions: The Plan is funded through a combination of Employer Contributions and voluntary Employee Elective Deferral Contributions.

(10) Fund Sponsor: The Fund Sponsor is TIAA-CREF. You may obtain more information about TIAA-CREF by calling TIAA-CREF at (800) 842-2733 or writing to: TIAA-CREF, 730 Third Avenue, New York, NY 10017.

(11) Funding Vehicles: Plan Contributions are invested in one or more of the Funding Vehicles available to Participants under this Plan. The Funding Vehicles available to Participants as of the date of this document are as follows:

A. Teachers Insurance and Annuity Association (TIAA)- a traditional annuity and a variable annuity through its real estate account.
TIAA Retirement Annuity and TIAA Group Supplemental Retirement Annuity:

Traditional Annuity
Stable Value Annuity
Real Estate Account

B. College Retirement Equities Fund (CREF)

CREF Retirement Unit- Annuity and CREF Group Supplemental Retirement Unit – Annuity:

Stock Account
Money Market Account
Bond Market Account
Social Choice Account
Global Equities Account
Growth Account
Equity Index Account
Inflation-Linked Bond Account

C. TIAA-CREFF Open-End Target Date Mutual Funds:

TIAA-CREF Lifecycle 2010 Fund- Retirement Class
TIAA-CREF Lifecycle 2015 Fund- Retirement Class
TIAA-CREF Lifecycle 2020 Fund- Retirement Class
TIAA-CREF Lifecycle 2025 Fund- Retirement Class
TIAA-CREF Lifecycle 2030 Fund- Retirement Class
TIAA-CREF Lifecycle 2035 Fund- Retirement Class
TIAA-CREF Lifecycle 2040 Fund- Retirement Class
TIAA-CREF Lifecycle 2045 Fund- Retirement Class
TIAA-CREF Lifecycle 2050 Fund- Retirement Class

TIAA-CREF Lifecycle 2055 Fund- Retirement Class
TIAA-CREF Lifecycle 2060 Fund- Retirement Class
TIAA-CREF Lifecycle Retirement Income Fund – Retirement Class

D. Non-TIAA-CREF Open- End Mutual Funds

Oppenheimer Developing Markets Fund- Class Y
BlackRock Strategic Income Opportunities Fund
BlackRock Strategic Income Opportunities Portfolio
Hartford International Opportunities
Vanguard Mid Cap Index
Vanguard Small Cap Index
Vanguard Total Bond Market Index

TIAA Traditional Annuity: Contributions to the TIAA Traditional Annuity are used to purchase a contractual or guaranteed amount of future retirement benefit. Once purchased, the guaranteed benefit of principal plus interest cannot be decreased, but it can be increased by dividends. Once annuity income payments begin, your accumulation will provide an income consisting of the contractual, guaranteed amount plus dividends that are declared each year and which are not guaranteed for the future. Dividends may increase or decreased, but changes in dividends are usually gradual. For a recorded message of the current interest rate for contributions to the TIAA Traditional Annuity, call the Automated Telephone Service (ATS) at 1 800 842-2252. The ATS is available 24 hours a day, seven days a week.

CREF and the TIAA Real Estate Account: You have the flexibility to accumulate retirement benefits in any of the CREF variable annuity accounts approved for use under the Plan, as indicated above and the TIAA Real Estate Account. Each account has its own investment objective and portfolio of securities. Contributions to a CREF account and the TIAA Real Estate Account are used to buy accumulation units, or shares of participation in an underlying investment portfolio. The value of the Accumulation Units changes each business day. You may also choose to receive annuity income under any of the CREF accounts and the TIAA Real Estate Account. There is no guaranteed baseline income or declared dividends when you receive annuity income from these accounts. Instead, your income is based on the value of the annuity units you own, a value that changes yearly, up or down. For more information on the CREF accounts, you should refer to the CREF prospectus. For more information about the TIAA Real Estate Account, refer to the TIAA Real Estate Account prospectus.

For a recorded message to the latest accumulation unit values for the CREF Accounts and the TIAA Real Estate Account as well as the seven-day yield for the CREF Money Market Account, call the ATS at 1 800 842-2252. The recording is updated each business day.

The Institution's current selection of the Fund Sponsor and Funding Vehicles is not intended to limit future additions or deletions of the Fund Sponsor and Funding Vehicles.

(12) Plan Year: Plan financial records are maintained on a Plan Year basis which begins on each January 1 and ends on the following December 31.

III. WHEN DOES AN EMPLOYEE BECOME ELIGIBLE FOR PLAN PARTICIPATION?

Who is an Eligible Employee?

"Eligible Employee" means any employee who is employed by the Institution. However, you are not an Eligible Employee for purposes of receiving Employer Contributions if you are:

(1) a Local #30 employee who is covered by a collective bargaining agreement for which retirement benefits were the subject of good faith bargaining;

(2) a nonresident alien who received no U.S. source earned income from the Institution; or

(3) an Employee as a result of an acquisition by or merger of the Institution with another organization. You will not be considered an Eligible Employee for purposes of plan benefits during the period beginning on the effective date of the acquisition/merger and ending on the last day of the Plan year after the date of such acquisition/merger.

When Does An Employee Become Eligible to Participate in the Plan?

You are eligible to immediately enroll in the Plan and elect to have Employee Elective Deferral Contributions contributed to the Plan.

You are eligible to enroll in the Plan and receive Employer Contributions after you have:

(1) attained age 21 and
(2) completed one Year of Service.

A Year of Service means the 12-month period beginning on your hire date during which you work 1,000 Hours of Service. If you do not complete 1,000 Hours of Service during your initial year of employment, Year of Service means the 12-month period ending on your subsequent anniversary date in which you work 1,000 Hours of Service.

An Hour of Service means actual hours for which you are paid or entitled to payment by the Institution.

How Does an Employee Know When He or She Becomes Eligible to Participate in the Plan?

The Institution will notify an Eligible Employee when he or she has completed the requirements necessary to become a Participant. An Eligible Employee who becomes a Participant is entitled to the benefits and is bound by all of the terms, provisions, and conditions of this Plan, including any and all amendments which may be adopted, and including the terms, provisions and conditions of a Funding Vehicle(s) to which Plan Contributions for the Participant have been applied.

What Must an Employee Do to Enroll in the Plan Once He or She Becomes Eligible?

The College recommends that employees who become eligible setup an account with the college's record keeper. If an employee fails to make an investment election by the time the College starts to contribute, the Life Cycle Funds will be the default under the Qualified Default Investment Alternative (QDIA). The Department of Labor (DOL) recognizes QDIA funds "as an investment fund or model portfolio that seeks both long-term appreciation and capital preservation through a mix of equity and fixed income investments."

If an Employee Leaves Employment With the Institution and Later Returns to Work, When Will He or She Become Eligible to Participate Again?

An Eligible Employee who satisfied the participation requirements of this Plan who ceases to work for the Institution and then later becomes reemployed by the Institution will be immediately eligible to participate in the Plan upon his or her reemployment.

When Will an Employee's Participation in the Plan Terminate?

A Participant will continue to participate in the Plan until he or she ceases to be an Eligible Employee or the Plan is terminated, whichever occurs first. A Participant who receives retirement benefits from the Participant's Employer Contributions before termination of employment will also cease to be a Participant and no further Employer Contributions will be made on the Participant's behalf by the Institution.

IV. WHAT CONTRIBUTIONS WILL BE MADE TO THE PLAN ON AN EMPLOYEE'S BEHALF?

This plan calls for the following types and amounts of contributions to be made:

A. Employer Contributions. The Institution will contribute to each Participant's account as an Employer Contribution an amount equal to 10% of his or her Compensation for the year.

Compensation means the amount the Institution paid to you as wages and other Compensation that is reported on your Form W-2 plus Compensation that would be includible in your gross income but is excluded under Sections 125, 132(f), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b) of the Internal Revenue Code. The Internal Revenue Code limits the amount of Compensation that can be taken into account by the Plan for purposes of calculating the amount of the employer contribution and employee elective deferral contributions to $280,000 for 2019. The annual limitation is adjusted by the Internal Revenue Service from time to time.

B. Employee Elective Deferral Contributions. Participants may enter into Compensation reduction agreements with the Institution pursuant to which they may elect to defer a specified percentage or amount of their Compensation as a pre–tax contribution to the Plan. Employee Elective Deferral Contributions may not exceed $19,000 during 2019. The annual limit is adjusted by the Internal Revenue Service from time to time. This limit may be further reduced by other limitations in the Internal Revenue Code.

Employee Elective Deferral Contributions shall be made on a tax–deferred basis in accordance with Code Section 403(b). The Institution shall forward Employee Elective Deferral Contributions to the Funding Vehicles as soon as practicable after the date they otherwise would have been paid to the Participants.

What Happens to Contributions During a Period of Leave of Absence?

During a paid leave of absence, Employee Elective Deferral Contributions and Employer Contributions will continue to be made for a Participant on the basis of the Participant's Compensation then being paid by the Institution unless the Participant terminates Plan Contributions. No Plan Contributions are made on a Participant's behalf during a unpaid leave of absence.

Do Contributions Continue If I Become Disabled?

If you become totally disabled, Employer Contributions will continue to be made based on your Compensation immediately before you become disabled, subject to the limits imposed by the Internal Revenue Code.

Do Contributions Continue While I'm on Active Duty in the Armed Forces?

If you are absent from employment by reason of service in the uniformed services of the United States, once you return to actual employment, the Institution will make Employer Contributions to the Plan that would have been made if you had remained employed at the Institution during your period of military service to the extent required by law. You may also elect to make Employee Elective Deferral Contributions to the Plan that could have been made had you remained employed at the Institution.

How May a Participant Allocate Contributions Made on His or Her Behalf Among the Various Funding Vehicles of this Plan?

A Participant may allocate Plan Contributions made on his or her behalf to the contract established with the Funding Vehicles in any whole number percentages that equal 100%.

V. HOW ARE PLAN CONTRIBUTIONS INVESTED?

In General

Plan Contributions are invested in one or more of the contracts established with the Funding Vehicles available to Participants under this Plan. The Fund Sponsors and their Funding Vehicles available to Participants as of the date of this document are shown on page 3.

VI. WHEN DOES A PARTICIPANT BECOME VESTED IN HIS OR HER PLAN ACCOUNTS?

A Participant is fully and immediately vested in amounts contributed to the Plan when such Plan Contributions are made.

VII. PAYMENTS FROM THE PLAN

Are Participants Allowed to Borrow Money From the Plan?

A Participant may make a loan from the Plan to the extent permitted by the Funding Vehicles. The amount of the loan is limited by the outstanding balance of other loans the Participant has with the Plan but in no event can the loan amount exceed $50,000. Loans must be repaid over a period of not more than 5 years. The repayment period is extended to 10 years if the loan is used to purchase the principal residence of the Participant.

When Will a Participant’s Benefits Be Paid?

Plan Contributions may be paid when a Participant reaches age 59½, dies, becomes disabled or terminates employment. However, Employer Contributions held by an annuity contract issued after 2008 may be paid earlier if permitted under the contract established with the Funding Vehicle.

Under the Internal Revenue Code Participants are required to begin payment at the later of age 70½ or retirement. A minimum payment will be made to you annually unless you elect more frequent payments.

You may obtain more information by contacting TIAA-CREF.

Are Participants Allowed to Withdraw Money From the Plan On Account of Hardship?

A Participant is allowed to withdraw Employee Elective Deferral Contributions to the extent permitted by the Funding Vehicle. The withdrawal must be necessary to meet an immediate financial need of the Participant for the following reasons:

(1) medical care for the Participant, Participant’s spouse or dependents;

(2) purchase (excluding mortgage payments) of a principal residence of the Participant;

(3) payment of tuition and related educational expenses for the next 12 months of post-secondary education for the Participant, the Participant’s spouse, children or dependents;

(4) payments necessary to prevent eviction of the Participant from or foreclosure on the mortgage of the Participant’s principal residence;

(5) payments for funeral or burial expenses for the Participant, deceased parent, spouse, child or dependent;

(6) expenses to repair damage to the Participant's principal residence that could qualify as a casualty loss under the Internal Revenue Code.

The amount of the withdrawal cannot be more than the amount needed to pay any federal, state or local income taxes or penalties reasonably expected to result from the payment. The Participant must first obtain all payments and loans that are permitted under the Plan.

The Participant's Employee Elective Deferral Contribution will be suspended for six (6) months after the hardship withdrawal payment from all plans maintained by the Institution.

What Forms of Payment Are Available?

A Participant may be paid benefits under the following options:

<u>Single life annuity</u> – Pays income for as long as a Participant lives. No payments are made after death unless the Participant elects to receive income for a guaranteed payment period of either 10, 15 or 20 years (but the guaranteed payment period cannot exceed the Participant's life expectancy at the time payment begins). If the Participant dies during the guaranteed payment period, payments of the same amount that the Participant would have received will continue to be paid to the Participant's beneficiary.

<u>Survivor annuity</u> – Pays an annuity for the life of the Participant. Annuity payments will continue for the life of the beneficiary if the beneficiary survives the Participant. The beneficiary will receive one-half (1/2), two-thirds (2/3) or 100 percent of the income paid to the Participant depending on which option is elected by the Participant. The Participant may also elect to receive an annuity for a guaranteed payment period of either 10, 15 or 20 years (the guaranteed payment period amount cannot exceed the Participant's life expectancy at the time payment of the annuity begins).

If you die before receiving retirement benefits, the full current value of your annuity accumulation is payable as a death benefit under the payment options provided in the Funding Vehicle.

<u>Cash</u> – You may receive a cash payment after you terminate employment if permitted by the Funding Vehicle.

At any time a Participant may elect payment of all or a portion of his or her contributions that were rolled over from another plan to this Plan to the extent permitted by the contract established with the Funding Vehicle.

If a Participant terminates employment with the Institution, the Participant may roll over his or her Plan Contributions to an individual retirement account or the retirement plan of another employer.

You may obtain more information about payments from the Plan by contacting TIAA-CREF.

Survivor Benefits

Upon the death of the Participant and prior to the commencement of retirement benefit payments, the full current value of the annuity accumulation is payable to the Beneficiary or Beneficiaries named by the Participant, under the options offered by the Fund Sponsor(s). At least 50% of the full correct value of the Participant's annuity accumulation must be paid to the spouse of a married Participant unless the spouse agrees to waive his or her rights to receive benefits. The amount payable to the Beneficiary or Beneficiaries is subject to the spouse's rights described in below. Distribution of survivor benefits is subject to the required distribution rules set forth in Section 401(a)(9) of the Internal Revenue Code.

Spouse's Rights

Election

Benefits may be paid for a Participant who is married when Plan benefits are to commence only as described below. The married Participant and the spouse may waive the spousal entitlement to receive benefits only if a notarized written waiver of the benefit signed by the Participant and the spouse is filed with the Fund Sponsor(s) in an acceptable form, unless the spouse cannot be located. The waiver must also contain an acknowledgement by the spouse as to the effect of the waiver.

The spousal consent must specifically designate the beneficiary or otherwise expressly permit designation of the beneficiary by you without any further consent by your spouse. If a designated beneficiary dies, unless the express right to designate a new one has been consented to, a new consent is necessary.

A consent to an alternative form of benefit must either specify a specific form or expressly permit designation by you without further consent.

A consent is only valid so long as your spouse at the time of your death, or earlier benefit commencement, is the same person as the one who signed the consent.

Qualified Domestic Relations Order ("QDRO")

In the case of a divorce, a court order called a QDRO may be issued which establishes the rights of another person to your benefits under this Plan, then payments will be made to another person according to that order. A QDRO may preempt the usual requirements that your spouse be considered your primary beneficiary for a portion of the accumulation.

Pre–Retirement Spousal Entitlement

If the Participant dies prior to the start of retirement benefit payments, and a waiver of spousal entitlement to receive benefits has not been filed, the surviving spouse will receive a benefit that is at least 50% of the full current value of the Participant's annuity accumulation, payable under one of the payment methods offered by the Fund Sponsor. The period during which the Participant and his or her spouse may elect to waive the preretirement survivor benefit begins on the first day of the Plan Year in which the Participant attains age 35 and continues until the earlier of the Participant's death, or the date on which the Participant starts receiving retirement benefit payments. In the event that the Participant dies before attaining age 35, i.e., before the Participant has had the option to make a waiver, at least 50% of the full current value of any annuity accumulation is payable automatically to the surviving spouse in a single sum or under one of the payment methods offered by the Fund Sponsor in accordance with the minimum distribution rules of Internal Revenue Code Section 401(a)(9). If the Participant terminates employment before age 35, the waiver provisions are available.

Post–Retirement Spousal Entitlement

At the Participant's death, the surviving spouse will receive retirement benefit payments equal to at least 50% of the retirement benefits payable during the joint lives of the Participant and his or her spouse. Such benefits will be the actuarial equivalent of a single life annuity for the life of the Participant. A waiver of this post–retirement survivor benefit (joint and survivor annuity) may be made by the Participant and his or her spouse only during the 90 days prior to commencement of retirement benefit payments. The waiver may also be revoked by the Participant during the same period. However, it may not be revoked after retirement benefits begin to be paid.

Application for Benefits

Procedures for receipt of benefits are initiated by writing directly to the Fund Sponsor(s). Benefits will be payable by the Fund Sponsor(s) upon receipt of a completed application for benefits and supporting documents, including waiver of spousal rights to retirement benefits and death benefits, if necessary. The necessary forms will be provided to the Participant, the surviving spouse, or the Beneficiary by the Fund Sponsor(s).

VIII. ARE PLAN BENEFITS INSURED BY THE PENSION BENEFIT GUARANTY CORPORATION?

No. The law does not guarantee you a certain amount of plan benefit. You may have heard that the Pension Benefit Guaranty Corporation (PBGC) guarantees certain benefits under pension plans. However, benefits under this Plan are not insured by the PBGC because the Plan is a retirement savings plan in the nature of a defined contribution plan which is not subject to the jurisdiction of that agency and therefore a specific benefit cannot be predicted or guaranteed. Further, future benefits under the Plan are contingent on your continued employment and eligibility under the Plan.

IX. WHAT IS THE PLAN'S CLAIMS PROCEDURE?

The Plan Administrator determines the right of any person to a benefit. If you do not receive a benefit to which you believe you are entitled, you may file a written claim with the Plan Administrator. The Plan Administrator will process your claim and notify you in writing of its decision within a reasonable time, normally within 90 days after you submitted your written claim. When the Plan Administrator requires additional time (up to an additional 90 days) to process your claim because of special circumstances, it may obtain an extension by notifying you within the initial 90–day period that a decision on the claim will be delayed and when a decision can be expected. If your claim is denied, you will receive a written explanation of the specific findings and conclusions on which the denial is based.

If you do not agree with the Plan Administrator's decision, you or your authorized representative may appeal in writing within 60 days after you receive the decision. The Plan Administrator will review the decision and issue a final written decision, normally within 60 days after the receipt of your appeal, specifying the reasons for their decision. If special circumstances require an extension, the Plan Administrator may obtain such extension by notifying you within the initial 60–day period that the decision on review of the denied claim will be delayed (for up to an additional 60 days), and why and when a decision can be expected.

The claim and appeal procedures are available to any Participant or Beneficiary who wishes to submit a claim for benefit or request an appeal. The decision of the Plan Administrator is final, binding and conclusive as to any fact or interpretation relating to the Plan.

X. WHAT ARE MY RIGHTS UNDER ERISA?

As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This law provides that all Plan Participants shall be entitled to:

(1) Examine, without charge, at the Institution’s offices (and at other specified locations, if appropriate), 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.

(2) 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.

(3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

(4) Obtain a statement telling you whether you have a right to receive a pension at age 65 and if so, what your benefits would be at age 65 if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and need not be given more than once a year. The plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries.

No one, including the employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $100 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 which is denied or ignored, in whole or in part, you may file suit in a state or 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.

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, you should contact the nearest Area Office of the U.S. Labor–Management Services Administration, Department of Labor.

XI. CIRCUMSTANCES WHICH MAY RESULT IN PARTICIPANT'S DISQUALIFICATION, INELIGIBILITY, DENIAL, LOSS OR SUSPENSION OF BENEFITS

Amendment, Suspension or Termination of the Plan

The Institution expects to continue the Plan indefinitely but reserves the right to amend, suspend or terminate the Plan at any time. If the Plan is terminated, a Participant's entire account balance will be fully vested and payable to the extent then funded.

Non–Assignability of Plan Benefits

No benefits under this Plan may be assigned or transferred by a Participant or by any other person entitled to benefits. If any person attempts to assign, sell or otherwise transfer any benefits under the Plan, the Plan Administrator may terminate that person's interest in the benefit and dispose of that interest for the benefit of such person or the dependents of such person as it sees fit. However, a Participant's benefit under the Plan may be subject to the terms of certain divorce, child support or property agreements involving a spouse, former spouse or dependent.