

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended March 25, 2023

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 0-19357



Monro, Inc.

(Exact name of Registrant as specified in its Charter)

New York

(State or other jurisdiction
of incorporation or organization)

**200 Holleder Parkway
Rochester, New York**

(Address of principal executive offices)

16-0838627

(I.R.S. Employer
Identification No.)

14615

(Zip Code)

Registrant's telephone number, including area code: **(585) 647-6400**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$.01 per share	MNRO	The Nasdaq Stock Market

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting and non-voting common stock held by non-affiliates of the registrant, based on the closing price of the shares of common stock on The Nasdaq Stock Market on September 23, 2022, was \$1,363,400,000.

As of May 12, 2023, 31,417,538 shares of registrant's common stock, \$0.01 par value per share, were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement for its 2023 Annual Meeting of Shareholders to be held hereafter are incorporated by reference into Part III of this report.

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PART I

Cautionary Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains “forward-looking statements” as that term is used in the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by the fact that they address future events, developments, and results and do not relate strictly to historical facts. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. Forward-looking statements include, without limitation, statements preceded by, followed by, or including words such as “aim,” “anticipate,” “believe,” “could,” “design,” “estimate,” “expect,” “intend,” “invest,” “may,” “plan,” “potential,” “seek,” “strategy,” “strive,” “vision,” “will,” “would,” and variations thereof and similar expressions. Forward-looking statements are subject to risks, uncertainties, and other important factors that could cause actual results to differ materially from those expressed. For example, our forward-looking statements include, without limitation, statements regarding:

- the impact of competitive services and pricing;
- the effect of economic conditions, seasonality, and the impact of weather conditions and natural disasters on customer demand;
- advances in automotive technologies including adoption of electronic vehicle technology;
- our dependence on third-party vendors for certain inventory;
- the risks associated with vendor relationships and international trade, particularly imported goods such as those sourced from China;
- the impact of changes in U.S. trade relations and the ongoing trade dispute between the United States and China, and other potential impediments to imports;
- our ability to service our debt obligations, including our expected annual interest expense;
- our cash needs, including our ability to fund our future capital expenditures and working capital requirements;
- our anticipated sales, comparable store sales, gross profit margin, costs of goods sold (including product mix), operating, selling, general and administrative (“OSG&A”) expenses and other fixed costs, and our ability to leverage those costs;
- management’s estimates and expectations as they relate to income tax liabilities, deferred income taxes, and uncertain tax positions;
- management’s estimates associated with our critical accounting policies, including business combinations, insurance liabilities, and valuations for our long-lived assets impairment analysis;
- the impact of industry regulation, including changes in environmental, consumer protection, and labor laws;
- potential outcomes related to pending or future litigation matters;
- business interruptions;
- risks relating to disruption or unauthorized access to our computer systems;
- our failure to protect customer and employee personal data;
- risks relating to acquisitions and the integration of acquired businesses with ours;
- our growth plans, including our plans to add, renovate, re-brand, expand, remodel, relocate, or close stores and any related costs or charges, our leasing strategy for future expansion, and our ability to renew leases at existing store locations;
- the impact of costs related to planned store closings or potential impairment of goodwill, other intangible assets, and long-lived assets;
- expected dividend payments;
- our ability to attract, motivate, and retain skilled field personnel and our key executives; and
- the potential impacts of climate change on our business.

Any of these factors, as well as such other factors as discussed in [Part I, Item 1A](#), “[Risk Factors](#)” and throughout [Part II, Item 7](#), “[Management’s Discussion and Analysis of Financial Condition and Results of Operations](#)” of this Annual Report on Form 10-K (“Form 10-K”), as well as in our periodic filings with the Securities and Exchange Commission (the “SEC”), could cause our actual results to differ materially from our anticipated results. The information provided in this Form 10-K is based upon the facts and circumstances known as of the date of this report, and any forward-looking statements made by us in this Form 10-K speak only as of the date on which

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they are made. Except as required by law, we undertake no obligation to update these forward-looking statements after the date of this Form 10-K to reflect events or circumstances after such date, or to reflect the occurrence of unanticipated events.

Introductory Note

Unless otherwise stated, references to “we,” “our,” “us,” “Monro” or the “Company” generally refer to Monro, Inc. and its direct and indirect subsidiaries on a consolidated basis. Unless specifically indicated otherwise, any references to “2023” or “fiscal 2023,” “2022” or “fiscal 2022,” and “2021” or “fiscal 2021” relate to the years ended March 25, 2023, March 26, 2022, and March 27, 2021, respectively.

Item 1. Business**General**

We are a leading nation-wide operator of retail tire and automotive repair stores in the United States. We offer to our customers, referred to as “guests”, replacement tires and tire related services, automotive undercar repair services, and a broad range of routine maintenance services, primarily on passenger cars, light trucks, and vans. We also provide other products and services for brakes; mufflers and exhaust systems; and steering, drive train, suspension, and wheel alignment.

We believe the convenience and value we offer are key factors in serving and growing our base of customers. At March 25, 2023, we operated 1,299 retail tire and automotive repair stores and serviced approximately 5.0 million vehicles in fiscal 2023.

Our retail tire and automotive repair stores operate primarily under the brands “Monro Auto Service and Tire Centers,” “Tire Choice Auto Service Centers,” “Mr. Tire Auto Service Centers,” “Car-X Tire & Auto,” “Tire Warehouse Tires for Less,” “Ken Towery’s Tire & Auto Care,” “Mountain View Tire & Auto Service,” and “Tire Barn Warehouse”.

Company-operated Store Brands as of March 25, 2023	Stores
Monro Auto Service and Tire Centers	363
Tire Choice Auto Service Centers	356
Mr. Tire Auto Service Centers	318
Car-X Tire & Auto	72
Tire Warehouse Tires for Less	55
Ken Towery's Tire & Auto Care	34
Mountain View Tire & Auto Service	30
Tire Barn Warehouse	27
Other ^(a)	44
Total	1,299

(a) Includes recently acquired stores to be converted to certain brands named above.

The typical format for a Monro store is a free-standing building consisting of a sales area, fully equipped service bays and a parts/tires storage area. Most service bays are equipped with above-ground electric vehicle lifts. Generally, each store is located within 25 miles of a “key” store which carries approximately double the inventory of a typical store and serves as a mini-distribution point for slower moving inventory for other stores in its area. Individual store sizes, number of bays, and stocking levels vary greatly and are dependent primarily on the availability of suitable store locations, population, demographics, and intensity of competition among other factors.

A certain number of our retail locations also service commercial customers. Our locations that serve commercial customers generally operate consistently with our other retail locations, except that the sales mix for these locations includes a higher number of commercial tires.

As of March 25, 2023, Monro had two retread facilities and 76 Car-X franchised locations. (During 2023, we acquired one and closed two franchised locations.)

In June 2022, we completed the divestiture of assets relating to our wholesale operations (seven locations) and internal tire distribution operations to American Tire Distributors, Inc. (“ATD”). For details regarding the divestiture, see [Note 2](#) to our consolidated financial statements. We also entered into additional agreements with ATD, including a managed services agreement, under which ATD provides category management, ordering, dashboard, and inventory managed services to us, and an agreement relating to preferred data services provided to us by ATD.

Our operations are organized and managed in one operating segment. The internal management financial reporting that is the basis for evaluation to assess performance and allocate resources by our chief operating decision maker consists of consolidated data that includes the results of our retail and commercial locations. As such, our one operating segment reflects how our operations are managed, how resources are allocated, how operating performance is evaluated by senior management, and the structure of our internal financial reporting.

Monro incorporated in New York in 1959. We maintain our corporate headquarters in Rochester, New York.

Business Strategy

Our vision is to be America's leading auto and tire service center, trusted by consumers as the best place in their neighborhoods for quality automotive service and tires. We believe that success in this vision will position Monro to deliver consistent and sustainable organic growth as well as lead to strong, long-term financial performance. Specifically, we are committed to seeing this vision executed across all aspects of the business, through the following actions:

- **Exceed guest expectations.** We will continue to invest in and execute strategic initiatives to improve our guests' in-store experience. This includes leveraging our scale and the strength of our financial position to make critical investments in our business, our technicians and technology, allowing us to further execute on our operational excellence initiatives in 2023.
- **Provide consistent value.** We intend to be able to offer better value than new car dealers to more price-sensitive consumers. Vehicles generally need more service and repairs as they advance in age. However, as consumers' vehicles age, the consumers' willingness to pay higher prices decreases. Monro's service menu is focused on items that are purchased frequently, like oil changes and other scheduled services, along with higher value services like tires, brakes, and other undercar services. We have rolled out several enhanced offerings, including a walk-in oil service option to provide hassle-free service, which is in addition to our existing online appointment system, and Good, Better, Best oil service package updates to give guests competitively priced options to meet their budgets. We also offer combined tire and related service packages, including installation, alignment, and brake service packages, to better connect tire sales to service categories. Additionally, our tire pricing and category management system allows us to dynamically track demand trends and make rapid adjustments to optimize our tire assortment by leveraging our direct access to tire brands from ATD's nationwide distribution network and express tire delivery program as well as other tire brands in our tire portfolio to offer the right tires at what we believe are the right price points.
- **Build a committed, knowledgeable organization of friendly and professional teammates.** We will continue to invest in technology and training to accelerate productivity and team engagement. This includes our data-driven cloud-based store staffing and scheduling software that re-balances our store technician labor to meet customer demand as well as utilizing Monro University, an extensive cloud-based learning curriculum, to provide our employees, referred to as "teammates," with the technical training needed to effectively serve our customers today and into the future.

We are committed to building an omni-channel presence through our primary brand websites to create a seamless buying experience for our customers. With responsive optimized design for mobile users, a streamlined tire search and improved content and functionality, our brand websites better position us to address our customers' needs. These websites, aligned with our primary brand names, help customers search for store locations, access coupons, make service appointments, shop for tires, and access information on our services and products, as well as car care tips. Importantly, they better showcase the solutions we provide to our customers, including our Good, Better, Best product and service packages.

Growth Strategy

Executing on accretive acquisition opportunities remains a key element of our growth strategy. We have a robust pipeline and believe the fragmentation of our industry allows for many opportunities for consolidation. Using consumer demographic analytics, we believe we can better identify targets that operate in the markets with favorable demographics and customer trends, allowing us to enter regions from which we are poised to benefit most.

During the last five years, we have completed 14 acquisitions, adding 199 locations and approximately \$295 million in annualized revenue. Additionally, during this time, we have entered five states, solidifying our presence in existing markets as well as expanding into the Western region. As of March 25, 2023, we have stores in 32 states.

In addition to our plan to continue to seek suitable acquisitions, we plan to add new greenfield stores. Greenfield stores include new construction as well as the acquisition of one to four store operations.

Key factors in market and site selection for selecting new greenfield store locations include population, demographic characteristics, vehicle population, and the intensity of competition. We partner with a customer analytics firm to provide market segmentation and demographic data specific to a geographic area near a Monro location to identify high value lookalike customers and market directly to them. We attempt to cluster stores in market areas to achieve economies of scale in advertising, supervision, and distribution costs. All new greenfield sites presently under consideration are within our established market areas.

Purchasing and Distribution

We believe that our substantial buying power and our flexibility in making sourcing decisions contributes to our successful purchasing strategy. We also believe our ability to negotiate with our vendor partners allows us to ensure we are receiving competitive pricing and terms as well as minimize the margin impact of economic pressures such as tariffs, inflation, and supply chain disruptions.

We purchase most of the tires we sell to our guests through a distribution agreement under which ATD supplies and sells certain tires to our retail locations. ATD also provides tire category management, ordering and inventory management services to us. We also select and purchase parts (including oil) and supplies for all Company-operated stores on a centralized basis through an automatic replenishment system based on operational data we collect from stores daily which allows us to control store inventory on a near real-time basis. National vendors ship most of our parts supply directly to our stores. Additionally, each store has access to the inventory carried by up to the 14 stores nearest to it. Management believes that this feature improves customer satisfaction and store productivity by reducing the time required to locate out-of-stock parts and tires. It also improves profitability because it reduces the amount of inventory which must be purchased outside Monro from local vendors. Local vendor purchases are made when needed at the store level and accounted for approximately 28 percent of all parts and tires purchased in 2023.

Our ten largest vendors accounted for approximately 95 percent of our total stocking purchases, with the largest vendor accounting for approximately 33 percent of total stocking purchases in 2023. We purchase parts (including oil) and tires from approximately 80 vendors. Management believes that our relationships with vendors are excellent and that alternative sources of supply exist, at comparable cost, for substantially all parts used in our business.

We enter into contracts with certain parts and tire suppliers, some of which require us to buy (at market competitive prices) up to 100 percent of our annual purchases of specific products. These agreements expire at various dates. We believe these agreements provide us with high quality, branded merchandise at preferred pricing, along with strong marketing and training support.

Human Capital

At Monro, our business success is built upon our dedicated, passionate, and diverse teammates who work and live in the communities we serve. We are committed to providing a safe, healthy, inclusive, and supportive work environment where teammates embrace our core value of collaboration, feel empowered, and are motivated to have enriching and successful careers. We seek to be an employer of choice to attract and retain top talent. To that end, we strive to provide an engaging work experience that excites and motivates our teammates to deliver their best every day as well as provides opportunities for learning and growth, to ensure our team is always the best in the business.

As of March 25, 2023, Monro had approximately 8,600 employees, of whom 8,260 were employed in the field organization, 310 were employed at our corporate headquarters, referred to as “store support center”, and 30 were employed in other offices. Monro's employees are not members of any union.

Teammate Retention

We believe that effective human capital management includes preventing situations of understaffing or excessive overtime, teammate burnout or poor work life balance. For this reason, through our continued investment in store staffing to allow for more available workers as well as an increase in scheduling flexibility, we aim to grow teammate satisfaction.

In addition to enhancing the resources available to support our teammates, we have made improvements to our scheduling system which allows teammates to have longer visibility into their schedules and plan for occasions that require an absence.

We also understand that our teammates will benefit from a clear path to advancement and from investments in their continuous learning to allow them to achieve their personal development needs and career growth. To that end, we invest in training and development programs at all levels within the Company. We also leverage annual processes that support individual performance planning, individual professional development planning, and conduct a broad review of talent throughout our organization.

Our continuous efforts to build out our human capital strategy are reflected in lower turnover rates in recent years.

In recent years, we have expanded our online training program, Monro University, to be a comprehensive, company-wide training program not only focused on the technical and operational excellence training that technicians need to effectively serve our customers today and prepare them to handle future requirements, but also committed to developing leadership and excellence at all levels within our Company through a wide variety of topics accessible to our teammates in our stores and store support center.

New technician development has been an area of particular focus for Monro to increase productivity and retention and make it easier for technicians to overcome barriers of joining the industry. One way we do this is by offering a tool purchase program through which trainee technicians can acquire their own set of tools. We also provide Automotive Service Excellence (“ASE”) certification in eight different categories as technicians advance in their careers.

Store and operations managers also have courses available through Monro University that are supplemented with live and on-line vendor training courses. Management training covers topics including safety, customer service, human resources, leadership, and scheduling and is delivered on a regular basis. We believe that involving operations management in the development and delivery of these sessions results in more relevant and actionable training for store managers, helping improve staff retention as well as overall performance.

Monro University also provides targeted training for corporate management and staff, including diversity training, harassment prevention training, and people manager training.

We also foster development through annual reviews at which time employees can discuss with their manager goals for aligning their own development with our business objectives.

We believe our teammates are compensated in a fair manner which increases along with productivity. Our store compensation plan also streamlines bonus programs, creating consistency and increasing human capital productivity across our stores.

In addition to providing ongoing learning and development opportunities, ensuring our teammates feel supported is also important in teammate retention. Besides standard employee benefits we offer a confidential Employee Assistance Program with 24/7 support, financial counseling, estate planning, and online resources for parents whose children struggle with developmental disabilities, as well as other services aimed at enhancing our teammates’ mental, emotional, and physical well-being.

One of the ways we embrace our teammates’ well-being is through the administration of our own Teammate Assistance Fund, a third-party 501(c)(3) organization available for all our teammates. Launched in March 2022, the fund provides an opportunity for all teammates to take care of each other through tax-deductible payroll and other one-time contributions. Through donations from Monro and contributions from our teammates, Board members and others, the Teammate Assistance Fund provides timely financial assistance to teammates impacted by financially devastating circumstances beyond their control and their means.

Workplace Safety

We are committed to providing a safe and secure work environment and have specific safety programs focused on increasing consistency of policies and procedures across our stores. Our safety standards and policies are based on Occupational Safety and Health Administration guidelines as well as the American National Standards Institute, and, during 2023, we implemented a national safety supplies program which will help ensure consistent standards of safety preparedness (such as eye wash stations and first aid kits) at every store should an incident occur.

To identify elevated safety-related risk areas more effectively, we have increased our focus on data gathering, tracking, and analysis. With greater insight into real-time data, we can prioritize focus on areas that present the biggest potential hazards to our teammates and identify process improvements. During 2023, we identified a key area of focus in our stores: ergonomics (to reduce sprains and strains) and implemented an ergonomic training program to all store locations accordingly.

Monro’s training programs are key to our strong safety culture. Training increases awareness and helps to reduce and eliminate workplace accidents and injuries. Our Monro University platform has allowed us to conduct more robust and structured trainings based on a teammates’ job position, and Monro’s safety manuals are available at every workstation within our stores and serve as the basis for our safety training and protocols.

Diversity, Equity, and Inclusion

Diversity is one of our core values, and we believe that a workplace in which diverse backgrounds, experiences and ways of thinking are embraced and valued increases productivity and promotes awareness of our guests’ and communities’ unique needs. Our commitment is to have a workforce and leadership team that closely resembles our growing group of loyal customers we are working hard to attract and retain. This commitment will continue to be supported by training and awareness programs as well as focused efforts to recruit, retain, develop, and promote a diverse workforce. Our Code of Ethics lays out a zero-tolerance policy for discrimination or harassment behavior.

We have added resources to our recruitment team to implement hiring initiatives aimed at reaching diverse groups and expanded the recruitment platforms we use to broaden our pool of candidates.

We also view training as a tool to foster inclusion and, through Monro University, we provide Unconscious Bias Diversity and Inclusion Awareness courses to all our teammates.

Cybersecurity

To reduce the likelihood and severity of cyber intrusions, we have a cybersecurity program designed to protect and preserve the confidentiality, integrity and availability of data and systems, including oversight by the Board of Directors' Audit Committee. Our security approach includes multiple layers of cybersecurity tools, processes, and systems. This includes regular security testing for outside penetration, vulnerability assessment and routine monitoring of the security landscape and completing yearly Payment Card Industry audits. We also manage a 24/7 security operations center that monitors our security landscape by leveraging behavioral analytics, artificial intelligence, and extended detection and response services. All teammates are subject to mandatory annual data security training requirements and receive frequent education and dissemination of security information throughout the year. Our current security position and policies as well as compliance efforts are intended to address evolving and changing cyber threats. See [Part I, Item 1A](#), "[Risk Factors](#)" for discussion of related risks.

Competition

Our segment of the retail industry is fragmented and highly competitive, and the number, size, and strength of competitors vary widely from region to region. We operate in the automotive repair service and tire industry, which is currently and is expected to continue to be highly competitive with respect to price, store location, name awareness, and customer service. Monro's primary competitors include national and regional undercar, tire specialty and general automotive service chains, both franchised and company-operated; car dealerships; mass merchandisers' operating service centers; and, to a lesser extent, gas stations, independent garages, and Internet tire sellers. Monro considers TBC Corporation (operating primarily under the NTB, Midas and Tire Kingdom brands), Firestone Complete Auto Care service stores, The Pep Boys – Manny, Moe, and Jack service stores, Meineke, and Mavis Discount Tire to be direct competitors.

Regulation

We maintain programs to facilitate compliance with various federal, state, and local laws and governmental regulations relating to the operation of our business, including, among other things, those regarding employment and labor practices, workplace safety, building and zoning requirements, the handling, storage and disposal of hazardous substances contained in the products that we sell and use in our service bays, the recycling of batteries, tires and used lubricants, and the ownership and operation of real property. We believe that we are in compliance with these applicable laws and regulations, and our related compliance costs are not material.

Monro stores new oil and recycled antifreeze and generates and/or handles used tires and automotive oils, antifreeze, and certain solvents, which are disposed of and/or recycled by licensed third-party contractors. In certain states, even where not required, we also recycle oil filters. Accordingly, we are subject to numerous federal, state, and local environmental laws including the Comprehensive Environmental Response Compensation and Liability Act. In addition, the United States Environmental Protection Agency (the "EPA"), under the Resource Conservation and Recovery Act ("RCRA"), as well as various state and local environmental protection agencies, regulate our handling and disposal of certain waste products and other materials. The EPA, under the Clean Air Act, also regulates the installation of catalytic converters, engines, and equipment sold or distributed in the United States by periodically spot-checking repair jobs, and may impose sanctions, including but not limited to civil penalties of approximately \$37,500 per violation (or approximately \$37,500 per day for certain willful violations or failures to cooperate with authorities), for violations of the RCRA and the Clean Air Act.

Monro strives to maintain an environmentally conscious corporate culture, demonstrated by our recycling policies at our offices and stores. In 2023, Monro recycled approximately 2.2 million gallons of oil and 3.3 million tires, as well as approximately 58,300 vehicle batteries and 343 tons of cardboard, all as part of our commitment to the environment.

Seasonality

Although our business is not highly seasonal, customers do purchase more undercar service during the period of March through October than the period of November through February, when miles driven tend to be lower. Sales of tires are more heavily weighted in the months of May through August, and October through December. The slowest months are typically January through April and September. As a result, profitability is typically lower during slower sales months, or months where mix is more heavily weighted toward tires, which is a lower margin category.

Sales can also be volatile in areas in which we operate because of warmer weather in winter months, which typically causes a decline in tire sales, or severe weather, which can result in store closures.

Given our use of a fiscal calendar, there may be some fluctuations between quarters due to holiday shifts in the calendar year and the number of days in a particular fiscal quarter or year.

Available Information

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) are available free of charge on our website at www.monro.com as soon as reasonably practicable after electronic filing of such reports with the SEC. Our filings with the SEC, including our reports and proxy statement, are also available on the SEC’s website at www.sec.gov.

Our investor presentation regarding the financial results for the fiscal year ended March 25, 2023 is available and accessible at Monro's Investor Relations page at <https://corporate.monro.com/investors> under the Events and Presentations tab. Information available on our website is not a part of, and is not incorporated into, this Form 10-K. We intend to make future investor presentations available exclusively through our Investor Relations page.

Item 1A. Risk Factors

In addition to the risks discussed elsewhere in this annual report, the following are the important factors that could cause Monro's actual results to differ materially from those projected in any forward-looking statements:

Risks Related to our Business***We operate in the highly competitive automotive repair industry.***

The automotive repair industry in which we operate is generally highly competitive and fragmented, and the number, size and strength of our competitors vary widely from region to region. We believe that competition in the industry is based primarily on customer service, reputation, store location, name awareness and price. Our primary competitors include national and regional undercar, tire specialty and general automotive service chains, both franchised and company-operated, car dealerships, mass merchandisers operating service centers and, to a lesser extent, gas stations, and independent garages. Some of our competitors have greater financial resources, have access to more developed distribution networks, are more geographically diverse and have better name recognition than we do, which might place us at a competitive disadvantage to those competitors. Because we seek to offer competitive prices, if our competitors reduce prices, we may be forced to reduce our prices, which could have a material adverse effect on our business, financial condition, and results of operations. Further, our success within this industry also depends upon our ability to respond in a timely manner to changes in customer demands for both products and services. If our customers must "trade down" in the price of products or services purchased to fit their budgets, in order to compete, we must be able to cost effectively supply that product or service without losing the customer's business. We cannot assure that we, or any of our stores, will be able to compete effectively. If we are unable to compete successfully in new and existing markets, we may not achieve our projected revenue and profitability targets.

We are subject to cycles in the general economy and customers' use of vehicles and seasonality, which may impact demand for our products and services.

Our industry is influenced by the number of miles driven by automobile owners. Factors that may cause the number of miles driven by automobile owners to decrease include the weather, travel patterns, gas prices, trends toward remote work and fluctuations in the general economy. For example, because of the COVID-19 pandemic, there was a marked decrease in the number of miles driven by automobile owners due to the stay-at-home orders, an increase in certain workers working from home, and a resulting negative effect on the demand for our products and services. When the retail cost of gasoline increases, such as after the Russian invasion of Ukraine and the imposition of economic sanctions on Russia and companies affiliated with the Russian government, the number of miles driven by automobile owners may decrease, which could result in less frequent service intervals and fewer repairs. The number of vehicle miles driven may also decrease if consumers begin to rely more heavily on mass transportation.

Sales can decline in areas in which we operate because of warmer weather in winter months or severe weather, which can result in store closures. Although our business is not highly seasonal, our customers typically purchase more undercar services during the period of March through October than the period of November through February, when miles driven tend to be lower. Further, customers may defer or forego vehicle maintenance at any time during periods of inclement weather. Sales of tires are more heavily weighted in the months of May through August, and October through December. The slowest months are typically January through April and September. As a result, profitability is typically lower during slower sales months or months where mix is more heavily weighted toward tires, which is a lower margin category.

Any continued significant reduction in the number of miles driven by automobile owners will have a material adverse effect on our business and results of operations.

Changes in economic conditions that impact consumer spending could harm our business.

The automotive repair industry and our financial performance are sensitive to changes in overall economic conditions that impact consumer spending, including inflation, changes in interest rates and economic volatility. Future economic conditions affecting consumer income such as employment levels, business conditions, interest rates, inflation and tax rates could reduce consumer spending or cause consumers to shift their spending to other products. Historic increases in inflation following the COVID-19 pandemic may cause consumers to be more sensitive to price changes and cause consumers to "trade down" in the price of products or services purchased or to delay or forgo vehicle maintenance entirely. Alternatively, during periods of good economic conditions, consumers may decide to purchase new vehicles rather than servicing their older vehicles. In addition, if automobile manufacturers offer lower pricing on new or leased cars, more consumers may purchase or lease new vehicles rather than servicing older vehicles. A general reduction in the level of consumer spending or shifts in consumer spending to other services could have a material adverse effect on our growth, sales, and profitability.

Adoption of electric vehicle technology may adversely affect the demand for our services.

Advances in electric vehicle technology and production may adversely affect the demand for our services because electric vehicles do not have traditional engines, transmissions, and certain related parts. The adoption of electric vehicles may accelerate in coming years because of tax incentives and other legislative action, such as proposed legislation in multiple states to prohibit the sale or disincentivize the purchase of new gas-powered vehicles by 2035. An increase in the proportion of electric vehicles sold could decrease our service-related revenue. As the proportion of electric vehicles on the road increases, we expect the demand for transmission and exhaust services and oil changes will decrease. Although we may experience an increase in demand for other services, there can be no assurance that the demand will be sufficient to maintain our historical sales performance. Even when electric vehicles need repairs, given the cost to replace some battery-related components, an electric vehicle owner's insurance provider may not approve the cost to repair the vehicle. If drivers must replace their vehicles instead of servicing older vehicles, demand for our services would decrease.

Our business is affected by advances in automotive technology.

The demand for our products and services could be adversely affected by continuing developments in automotive technology. Automotive manufacturers are producing cars that last longer and require service and maintenance at less frequent intervals in certain cases. Quality improvement of manufacturers' original equipment parts has in the past reduced, and may in the future reduce, demand for our products and services, adversely affecting our sales. For example, manufacturers' use of stainless-steel exhaust components has significantly increased the life of those parts, thereby decreasing the demand for exhaust repairs and replacements. Longer and more comprehensive warranty or service programs offered by automobile manufacturers and other third parties also could adversely affect the demand for our products and services. We believe that most new automobile owners have their cars serviced by a dealer during the period that the car is under warranty. In addition, advances in automotive technology continue to require us to incur additional costs to update our diagnostic capabilities and technical training programs. Changes in vehicle and powertrain technology and advances in accident-avoidance technology, electric vehicles, autonomous vehicles, and mobility could have a negative effect on our business, results of operations or investors' perception of our business, any of which could have an adverse effect upon the price of our common stock.

We depend on our relationships with our vendors for certain inventory.

We depend on close relationships with our vendors for parts, tires and supplies and for our ability to purchase products at competitive prices and terms. Our ability to purchase at competitive prices and terms results from the volume of our purchases from these vendors. We entered into various contracts with parts suppliers that require us to buy from them (at market competitive prices) up to 100 percent of our annual purchases of specific products. These agreements expire at various dates.

For example, under the distribution agreement with American Tire Distributors, we rely on American Tire Distributors for most of certain passenger car tires, light truck replacement tires, and medium truck tires that we sell to our customers. Our company-owned stores must purchase at least 90% of their forecasted requirements for these tires from or through American Tire Distributors, subject to some exceptions. If this supplier were to experience shortages and we are unable to purchase our desired volume of tires on the same or better terms, or at all, our sales and ability to service our customers could suffer considerably.

We believe that alternative sources exist for most of the products we sell or use at our stores, and we would not expect the loss of any one supplier to have a material adverse effect on our business, financial condition, or results of operations. If any of our suppliers do not perform adequately or otherwise fail to distribute parts or other supplies to our stores, our inability to replace the suppliers in a timely manner and on acceptable terms could increase our costs and could cause shortages or interruptions that could have a material adverse effect on our business, financial condition, and results of operations.

Because we purchase products such as oil and tires, which are subject to cost variations related to commodity costs, if we cannot pass along cost increases, our profitability would be negatively impacted.

Our business may be negatively affected by the risks associated with vendor relationships and international trade.

We depend on several products (e.g. brake parts, tires, oil filters) produced in foreign markets. Any changes in U.S. trade policies, or uncertainty with respect to the future of U.S. trade policies, resulting in increased costs which we are not able to offset with pricing increases of our own could adversely affect our financial performance.

We also face other risks associated with the delivery of inventory originating outside the United States, including:

- potential economic and political instability in countries where our suppliers are located;
- increases in shipping costs;

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- transportation delays and interruptions, including those occurring as a result of geopolitical events, like the war in Ukraine, or public health emergencies;
- compliance with the United States Foreign Corrupt Practices Act, which generally prohibits U.S. companies from engaging in bribery or making other prohibited payments to foreign officials; and
- significant fluctuations in exchange rates between the U.S. dollar and foreign currencies.

Changes in the U.S. trade environment, including the imposition of import tariffs, could adversely affect our consolidated results of operations and cash flows.

In recent years, trade tensions between the U.S. government and China have increased as the U.S. government has implemented and proposed tariffs and the Chinese government proposed retaliatory tariffs. Although we have no foreign operations and do not manufacture any products, tariffs imposed on products that we sell, such as tires, may cause our expenses to increase, which could adversely affect our profitability unless we are able to raise our prices for these products. If we increase the price of products impacted by tariffs, our service offerings may become less attractive relative to services offered by our competitors or cause our customers to trade down in price or delay needed maintenance. Given the uncertainty regarding the scope and duration of these trade actions by the U.S. or other countries, the impact of these trade actions on our operations or results remains uncertain. However, the tariffs, along with any additional tariffs or retaliatory trade restrictions implemented by other countries, could adversely affect the operating profits of our business, which could have an adverse effect on our consolidated results of operations and cash flows.

If we are unable to generate sufficient cash flows from our operations, our liquidity will suffer and we may be unable to satisfy our obligations.

We currently rely on cash flow from operations and our revolving credit facility with nine banks (the “Credit Facility”) to fund our business. Amounts outstanding on the Credit Facility are reported as debt on our balance sheet. While we believe that we have the ability to sufficiently fund our planned operations and capital expenditures for the foreseeable future, various risks to our business could result in circumstances that would materially affect our liquidity. For example, cash flows from our operations could be affected by changes in consumer spending habits, macroeconomic conditions, the failure to maintain favorable vendor payment terms or our inability to successfully implement sales growth initiatives, among other factors. We may be unsuccessful in securing alternative financing when needed on terms that we consider acceptable.

As of March 25, 2023, there was \$105 million outstanding under the Credit Facility. Any significant increase in our leverage could have the following risks:

- our ability to obtain additional financing for working capital, capital expenditures, store renovations, acquisitions or general corporate purposes may be impaired in the future;
- our failure to comply with the financial and other restrictive covenants governing our debt, which, among other things, require us to comply with certain financial ratios and limit our ability to incur additional debt and sell assets, could result in an event of default that, if not cured or waived, could have a material adverse effect on our business, financial condition and results of operations; and
- our exposure to certain financial market risks, including fluctuations in interest rates associated with bank borrowings could become more significant.

Although we believe that we will remain in compliance with our debt covenants, if we are not able to do so our lenders may restrict our ability to draw on our Credit Facility, which could have a negative impact on our operations, ability to pay dividends, and growth potential, including our ability to complete acquisitions.

Legal, Regulatory and Technological Risks

Our industry is subject to environmental, consumer protection and other regulation.

We are subject to various federal, state, and local environmental laws, building and zoning requirements, employment and labor laws and other governmental regulations regarding the operation of our business. For example, we are subject to rules governing the handling, storage and disposal of hazardous substances contained in some of the products such as motor oil that we sell and use at our stores, the recycling of batteries, tires and used lubricants, and the ownership and operation of real property. These laws and regulations can impose fines and criminal sanctions for violations as well as require the installation of pollution control equipment or operational changes to decrease the likelihood of accidental hazardous substance releases. Accordingly, we could become subject to material liabilities relating

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to the investigation and cleanup of contaminated properties, and to claims alleging personal injury or property damage because of exposure to, or release of, hazardous substances. In addition, stricter interpretation of existing laws and regulations, new laws and regulations, the discovery of previously unknown contamination or the imposition of new or increased requirements could require us to incur costs or become the basis of new or increased liabilities that could have a material adverse effect on our business, financial condition, and results of operations.

National automotive repair chains have also been the subject of investigations and reports by consumer protection agencies and the Attorneys General of various states. Publicity in connection with these kinds of investigations could have an adverse effect on our sales and, consequently, our business, financial condition, and results of operations. State and local governments have also enacted numerous consumer protection laws with which we must comply.

The costs of operating our stores may increase if there are changes in laws governing minimum hourly wages, working conditions, overtime, workers' compensation and health insurance rates, unemployment tax rates or other laws and regulations. We have experienced and expect further increases in payroll expenses because of federal, state, and local mandated increases in the minimum wage, inflation, and demand for workers in the current labor market. Our vendors are also subject to these factors, which may increase the prices we pay for their products. A material increase in these costs that we were unable to offset by increasing our prices or by other means could have a material adverse effect on our business, financial condition, and results of operations.

We are involved in litigation from time to time arising from the operation of our business and, as such, we could incur substantial judgments, fines, legal fees, or other costs.

We are sometimes the subject of complaints or litigation from customers, employees or other third parties for various actions. From time to time, we are involved in litigation involving claims related to, among other things, breach of contract, negligence, tortious conduct and employment and labor law matters, including payment of wages. The damages sought against us in some of these proceedings could be substantial. Although we maintain liability insurance for some litigation claims, if one or more of the claims were to greatly exceed our insurance coverage limits or if our insurance policies do not cover a claim, this could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Business interruptions and unavailability of products would negatively impact our store operations, which may have a material negative effect on our business.

If any of our locations in a particular region are unexpectedly closed permanently or for a period of time, it could have a negative impact on our business. Such closures could occur because of circumstances out of our control, including war, acts of terrorism, local and global health crises, extreme weather conditions, including extreme weather events caused by climate change, and other natural disasters. Further, if our ability to obtain products and merchandise for use in our stores is impeded, it could have a negative impact on our business. Factors that could negatively affect our ability to obtain products and merchandise include the sudden inability to import goods into the United States for any reason and the curtailment or delay of commercial transportation. While we do maintain business interruption insurance, there is no guarantee that we will be able to use such insurance for any particular location closure or other interruption in operations.

Any interruption to the operability or breach of our computer systems could damage our reputation and have a material adverse effect on our business and results of operations.

Given the number of individual transactions we process each year, it is critical that we maintain uninterrupted operation of our computer and communications hardware and software systems. Our systems could be subject to damage or interruption from power outages, computer and telecommunications failures, computer viruses, security breaches, including breaches of our transaction processing or other systems that result in the compromise of confidential customer data, catastrophic events such as fires, tornadoes and hurricanes, and usage errors by our employees. If our systems are breached, damaged or cease to function properly, we may have to make a significant investment to fix or replace them, we may suffer interruptions in our operations in the interim, we may face costly litigation, and our reputation with our customers may be harmed. The risk of disruption is increased in periods where complex and significant systems changes are undertaken. Any material interruption in our computer operations may have a material adverse effect on our business or results of operations.

If we experience a data security breach and confidential customer or employee information is disclosed, we may be subject to penalties and experience negative publicity, which could affect our customer relationships and have a material adverse effect on our business. We may incur increasing costs in an effort to minimize these cyber security risks.

The nature of our business involves the receipt and storage of personally identifiable data of our customers and employees. This type of data is subject to legislation and regulation in various jurisdictions. We have been subject to cyber-attacks in the past and we may suffer

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data security breaches arising from future attacks. We may currently be at a higher risk of a security breach due to cyber-attacks related to the Russian invasion of Ukraine. Data security breaches suffered by well-known companies and institutions have attracted a substantial amount of media attention, prompting state and federal legislative proposals addressing data privacy and security. We may become exposed to potential liabilities with respect to the data that we collect, manage and process, and may incur legal costs if our information security policies and procedures are not effective or if we are required to defend our methods of collection, processing, and storage of personal data. Future investigations, lawsuits or adverse publicity relating to our methods of handling personal data could adversely affect our business, results of operations, financial condition, and cash flows due to the costs and negative market reaction relating to such developments.

We may not have the resources or technical expertise to anticipate or prevent rapidly evolving types of cyber-attacks. Attacks have been targeted at us, our customers, or others who have entrusted us with information. Actual or anticipated attacks will cause us to incur increased costs, including costs to hire additional personnel, purchase additional protection technologies, train employees, and engage third-party experts and consultants. In addition, data and security breaches can also occur because of non-technical issues, including breach by us or by persons with whom we have commercial relationships that result in the unauthorized release of personal or confidential information. Any compromise or breach of our security could result in violation of applicable privacy and other laws, significant legal and financial exposure, and a loss of confidence in our security measures, which could have a material adverse effect on our results of operations and our reputation.

Risks Related to our Strategic Initiatives***We may not be successful in integrating new and acquired stores.***

Management believes that our continued growth in sales and profit is dependent, in large part, upon our ability to operate new stores that we open or acquire on a profitable basis. To do so, we must find reasonably priced new store locations and acquisition candidates that meet our criteria and we must integrate any new stores (opened or acquired) into our system. Our growth and profitability could be adversely affected if we are unable to open or acquire new stores or if new or existing stores do not operate at a sufficient level of profitability. In addition, our profitability could be adversely affected if we fail to retain key personnel from acquired stores or assume unanticipated liabilities of acquired businesses. To the extent we acquire stores or expand into new geographic regions, we must anticipate the needs of customers and the vehicle population in those regions, which may differ from our existing customers and the vehicle populations we serve, while integrating the stores in the new geographic region into our existing network of stores. If new stores do not achieve expected levels of profitability or we are unable to integrate stores in new geographic regions into our business, our ability to remain in compliance with our debt covenants or to make required payments under our Credit Facility may be adversely impacted, and our financial condition and results of operations may be adversely impacted.

If our capital investments in remodeling existing or acquired stores, building new stores, and improving technology do not achieve appropriate returns, our competitive position, financial condition, and results of operations could be adversely affected.

Our business depends, in part, on our ability to remodel existing or acquired stores and build new stores in a manner that achieves appropriate returns on our capital investment. Pursuing the wrong remodel or new store opportunities and any delays, cost increases, disruptions or other uncertainties related to those opportunities could adversely affect our results of operations.

We are currently making, and expect to continue to make, investments in technology to improve customer experience and certain management systems. The effectiveness of these investments can be less predictable than remodeling stores and might not provide the anticipated benefits or desired rates of return.

Pursuing the wrong investment opportunities, making an investment commitment significantly above or below our needs, or failing to effectively incorporate acquired businesses into our business could result in the loss of our competitive position and adversely affect our financial condition or results of operations.

Any impairment of goodwill, other intangible assets or long-lived assets could negatively impact our results of operations.

Our goodwill is subject to an impairment test on an annual basis. Goodwill, other intangible assets, and long-lived assets are also tested whenever events and circumstances indicate that goodwill, other intangible assets and/or long-lived assets may be impaired. Any excess goodwill resulting from the impairment test must be written off in the period of determination. Intangible assets (other than goodwill and indefinite-lived intangible assets) and other long-lived assets are generally amortized or depreciated over the useful life of such assets. In addition, from time to time, we may acquire or make an investment in a business that will require us to record goodwill based on the purchase price and the fair value of assets acquired and liabilities assumed. We have significantly increased our goodwill because of our acquisitions. We may subsequently experience unforeseen issues with the businesses we acquire, which may adversely affect the anticipated returns of the business or value of the intangible assets and trigger an evaluation of recoverability of the recorded goodwill

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and intangible assets. Future determinations of significant write-offs of goodwill, intangible assets, or other long-lived assets, because of an impairment test or any accelerated amortization or depreciation of other intangible assets or other long-lived assets could have a material negative impact on our results of operations and financial condition.

Planned store closings have resulted in acceleration of costs and future store closings could result in additional costs.

From time to time, in the ordinary course of our business, we close certain stores, generally based on considerations of store profitability, competition, strategic factors and other considerations. Closing a store could subject us to costs including the write-down of leasehold improvements, equipment, furniture, and fixtures. In addition, we could remain liable for future lease obligations.

Risks Related to Our Common Stock***The amount and frequency of our common stock repurchases and dividend payments may fluctuate or cease.***

The amount, timing and execution of our common stock repurchase program may fluctuate based on our priorities for using cash. We may need to use these funds for other purposes, such as operational expenses, capital expenditures, acquisitions or repayment of indebtedness. Changes in operational results, cash flows, tax laws and the market price of our common stock could also impact our common stock repurchase program and other capital activities. For example, the Inflation Reduction Act of 2022 imposed a 1% excise tax on certain common stock repurchases. In addition, our Board of Directors determines whether the return of capital to shareholders, through our common stock repurchase program or dividends on the common stock, is in the best interest of shareholders and in compliance with our legal and contractual obligations. Holders of our common stock are only entitled to receive such dividends as our Board of Directors may declare out of funds legally available for such payments. Although we have historically declared cash dividends on our common stock, we are not required to do so and may reduce or eliminate our common stock dividend in the future. This could adversely affect the market price of our common stock.

The multi-class structure of our capital stock has the effect of concentrating power with holders of our Class C Convertible Preferred Stock, which severely limits the ability of our common shareholders to influence or direct the outcome of matters submitted to our shareholders for approval.

At least 60% of the shares of Class C Convertible Preferred Stock (the “Class C Preferred”) must vote as a separate class or unanimously consent to effect or validate any action taken by our common shareholders. Therefore, the Class C Preferred holders have an effective veto over all matters put to a vote of our common stock and could use that veto power to block any matter that the holders of common stock may approve. As of March 25, 2023, Peter J. Solomon, one of our directors, and members of his family beneficially own all of the outstanding shares of Class C Preferred. If our shareholders approve the amendments to our certificate of incorporation to reclassify our equity capital structure to eliminate our Class C Preferred Stock at our annual meeting, and until the Class C Preferred shares are converted into common stock after the sunset period, Mr. Solomon will be able to control matters requiring approval by our shareholders, including the election of members of our board of directors, the adoption of amendments to our certificate of incorporation, and the approval of any merger, consolidation, sale of all or substantially all of our assets or other major corporate transaction. Mr. Solomon may have interests that differ from our common shareholders and may vote in a way with which our other shareholders disagree or adverse to our shareholders’ interests. The concentration of voting control will limit or preclude our common shareholders’ ability to influence corporate matters for the foreseeable future and could have the effect of delaying, preventing, or deterring a change in control of our company, could deprive holders of our common stock of an opportunity to receive a premium for their shares as part of a sale of our company and could negatively affect the market price of our common stock. In addition, this concentration of voting power may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that our other shareholders or the Board of Directors may feel are in our best interest.

Provisions in our certificate of incorporation and bylaws may prevent or delay an acquisition of us, which could decrease the price of our common stock.

Our certificate of incorporation and our bylaws contain provisions intended to deter coercive takeover practices and inadequate takeover bids and to encourage prospective acquirers to negotiate with our board of directors rather than to attempt an unsolicited takeover not approved by our board of directors. These provisions include:

- the concentration of voting power in the Class C Preferred shares;
- our classified board of directors, with approximately half of our board of directors elected at each year’s annual meeting;
- the vote of at least two-thirds of the outstanding shares of common stock required to approve amendments to certain provisions in our certificate of incorporation;

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- the board of directors' ability to issue shares of serial preferred stock without shareholder approval; and
- the advance notice required by our bylaws for any shareholder who wishes to bring business before a meeting of shareholders or to nominate a director for election at a meeting of shareholders.

Even if our shareholders approve an amendment to our certificate of incorporation to declassify our board of directors, annual elections of all of our directors will not begin immediately. These provisions will apply even if a takeover offer may be considered beneficial by some shareholders and could delay or prevent an acquisition that our board of directors determines is in the best interests of us and our shareholders. These provisions may also prevent or discourage attempts to remove and replace incumbent directors. These provisions may decrease the market price of our common stock.

The market price of our common stock may be volatile and could expose us to shareholder action including securities class action litigation.

The stock market and the price of our common stock may be subject to wide fluctuations based upon general economic and market conditions. Downturns in the stock market may cause the price of our common stock to decline. The market price of our stock may also be affected by our ability to meet analysts' expectations. Failure to meet such expectations, even slightly, could have an adverse effect on the price of our common stock. In the past, following periods of volatility in the market price of a company's securities, shareholder action including securities class action litigation has often been instituted against such a company. If similar litigation were instituted against us, it could result in substantial costs and a diversion of our management's attention and resources, which could have an adverse effect on our business.

General Risk Factors

We rely on an adequate supply of skilled field personnel.

To continue to provide high quality services, we require an adequate supply of skilled field managers and technicians. Trained and experienced automotive field personnel are in high demand, and may be in short supply in some areas, a challenge that has been highlighted by the tight labor market following the easing of pandemic restrictions. We have experienced more difficulty hiring skilled technicians than pre-pandemic and may be unable to replace employees as quickly as we need to fill positions in our stores. We cannot assure that we will be able to attract, motivate and maintain an adequate skilled workforce necessary to operate our existing and future stores efficiently, or that labor expenses will not increase because of a shortage in the supply of skilled field personnel, thereby adversely impacting our financial performance. While the automotive repair industry generally operates with high field employee turnover, any material increases in employee turnover rates in our stores, inability to recruit new employees or any widespread employee dissatisfaction could also have a material adverse effect on our business, financial condition, and results of operations.

We depend on the services of our key executives.

Our senior executives are important to our success because they have been instrumental in setting our strategic direction, operating our business, identifying, recruiting and training key personnel, identifying expansion opportunities and arranging necessary financing. Losing the services of any of these individuals could adversely affect our business until a suitable replacement is found. It may be difficult to replace them quickly with executives of comparable experience and capabilities. Although we have employment agreements with certain of our executives, we cannot prevent them from terminating their employment with us. To the extent we have turnover within our management team, we may have to spend more time and resources training new members of management and integrating them in our company. The loss of service of any one of our key executives would likely cause a disruption in our business plans and may adversely impact our results of operations.

We have had significant changes in executive leadership, and more changes could occur. Changes to strategic or operating goals, which can occur with the appointment of new executives, can create uncertainty, and may ultimately be unsuccessful. In addition, executive leadership transition periods, including adding new personnel, could be difficult as new executives gain an understanding of our business and strategy. Difficulty integrating new executives, or the loss of key individuals could limit our ability to successfully execute our business strategy and could have an adverse effect on our overall financial condition.

We are subject to the short- and long-term risks of climate change.

In the short term, extreme weather conditions resulting from climate change could result in store closures, make it difficult for our teammates and customers to travel to our stores, and negatively impact customers' disposable income, thereby reducing our sales. If we continually experience unseasonable weather, our forecasts of predicting customer behavior may prove incorrect and cause us to inefficiently allocate our resources, which could adversely impact our results of operations. In the long term, we are subject to the risk

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that our stores are physically located in areas that could be threatened by heat and extreme weather events that make those areas uninhabitable. We are also subject to transition risks, such as changes in energy prices, which could cause more customers to reduce overall miles driven, increase reliance on public transportation or ride sharing, or drive electric or alternative fuel vehicles, any of which could harm our profitability; prolonged climate-related events affecting macroeconomic conditions with related effects on consumer spending and confidence; stakeholder perception of our engagement in climate-related policies; and new regulatory requirements resulting in higher compliance risk and operational costs. The realization of any of these short- or long-term risks could materially adversely affect our financial condition.

Item 1B. *Unresolved Staff Comments*

None.

PROPERTIES

Item 2. *Properties*

Company-operated Stores as of March 25, 2023	Stores	Company-operated Stores as of March 25, 2023	Stores
Arkansas	2	Minnesota	9
California	103	Missouri	26
Connecticut	35	Nevada	14
Delaware	7	New Hampshire	29
Florida	106	New Jersey	43
Georgia	13	New York	144
Idaho	4	North Carolina	56
Illinois	34	Ohio	140
Indiana	38	Pennsylvania	127
Iowa	18	Rhode Island	11
Kentucky	33	South Carolina	15
Louisiana	20	Tennessee	17
Maine	18	Vermont	7
Maryland	70	Virginia	69
Massachusetts	40	West Virginia	9
Michigan	31	Wisconsin	11
		Total	1,299

Company-operated Stores and Other Properties as of March 25, 2023

	Stores
Owned	330
Leased	908
Owned buildings on leased land	61
Total	1,299

Our policy is to situate new Company-operated stores in the best locations, without regard to the form of ownership required to develop the locations. In general, we lease store sites for a ten-year period with several renewal options (up to ten years). Giving effect to all renewal options, approximately 61 percent of the store leases (590 stores) expire after March 2033.

We own our corporate headquarters building located in Rochester, New York, and we lease and own additional office space elsewhere in the U.S. We also lease two retread facilities located in Florida and Tennessee.

Item 3. *Legal Proceedings*

From time to time we are a party to or otherwise involved in legal proceedings arising out of the normal course of business. We do not believe that such claims or lawsuits, individually or in the aggregate, will have a material adverse effect on our financial condition or results of operations. Legal matters are subject to inherent uncertainties and there exists the possibility that the ultimate resolution of one or more of these matters could have a material adverse impact on us and our financial condition and results of operations.

Item 4. *Mine Safety Disclosures*

Not applicable.

PART II**Item 5. Market for the Company's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities****Market Information**

Our common stock is listed on the Nasdaq Stock Market under the symbol "MNRO". We are authorized to issue up to 65,000,000 shares of common stock, par value \$0.01, and up to 150,000 shares of preferred stock, par value \$1.50.

Share Repurchase Activity

On May 19, 2022, our Board of Directors authorized a share repurchase program for the repurchase of up to \$150 million of shares of our common stock with no stated expiration. Under the program, we have repurchased 2.2 million shares of common stock at an average price of \$44.00, for a total investment of \$96.9 million. As of March 25, 2023, the dollar value of shares that may yet be purchased under the program is \$53.1 million. We did not repurchase shares under this program during the three months ended March 25, 2023.

Holders of Record

As of May 12, 2023, our common stock was held by approximately 45 shareholders of record. This figure does not include an estimate of the indeterminate number of beneficial holders whose shares may be held of record by brokerage firms and clearing agencies.

Dividends

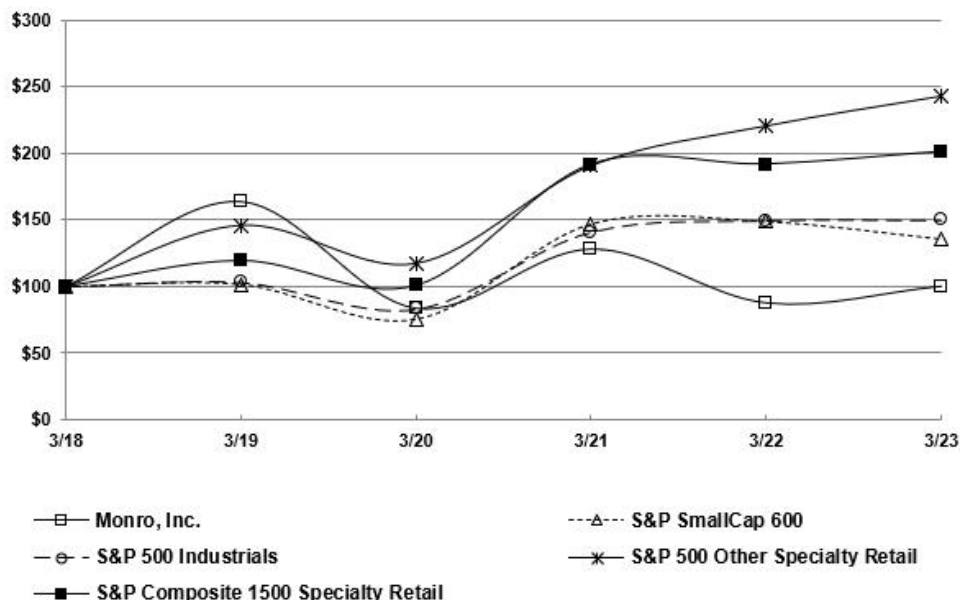
Dividends declared per share for 2023, 2022, and 2021 are disclosed in our [Consolidated Statements of Changes in Shareholders' Equity](#). The declaration of future dividends will be at the discretion of the Board of Directors and will depend on our financial condition, results of operations, capital requirements, compliance with charter and contractual restrictions, and such other factors as the Board of Directors deems relevant. We currently expect that comparable dividends will continue to be declared in the future. Under our Credit Facility, there are no restrictions on our ability to declare dividends as long as we are in compliance with the covenants in the Credit Facility. For additional information regarding our Credit Facility, see [Note 6](#) to the Company's consolidated financial statements.

OTHER INFORMATION

Stock Performance Graph

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN

Among Monro, Inc., the S&P SmallCap 600 Index, the S&P 500 Industrials Index, the S&P 500 Other Specialty Retail Index and the S&P Composite 1500 Specialty Retail Index



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	Fiscal Years Ended March					
	2018	2019	2020	2021	2022	2023
Monro, Inc.	\$ 100.00	\$ 163.30	\$ 83.80	\$ 127.91	\$ 87.85	\$ 100.24
New Indexes:						
S&P SmallCap 600 Index	100.00	101.57	75.27	147.02	148.83	135.71
S&P Composite 1500 Specialty Retail Index	100.00	119.25	100.65	191.44	191.58	201.01
Former Indexes:						
S&P 500 Other Specialty Retail Index	100.00	145.93	117.35	190.56	220.33	242.65
S&P 500 Industrials Index	100.00	103.23	83.13	141.00	149.66	149.91

The graph above compares the cumulative total shareholder return on our common stock for the last five fiscal years ended March with the cumulative return on (i) the S&P SmallCap 600 Index, (ii) the S&P Composite 1500 Specialty Retail Index, (iii) the S&P 500 Other Specialty Retail Index, and (iv) the S&P 500 Industrials Index. The graph assumes the investment of \$100 in Monro common stock, the S&P SmallCap 600 Index, the S&P Composite 1500 Specialty Retail Index, the S&P 500 Other Specialty Retail Index, and the S&P 500 Industrials Index and reinvestment of all dividends.

We have elected to replace the S&P 500 Other Specialty Retail and S&P 500 Industrials indexes with the S&P SmallCap 600 and S&P Composite 1500 Specialty Retail indexes because we are included in the S&P SmallCap 600 Index and the S&P Composite 1500 Specialty Retail Index aligns better with our industry and business focus than the former indexes. In this transition year, in accordance with Item 201(e) of the Regulations S-K, the stock performance graph above includes the two new indexes and the two former indexes used in the immediately preceding year.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**Executive Overview**

We continue to make strategic investments to support our operating and financial model designed to drive sustainable sales and profit growth. We have done this through our investment strategy focused on improving guest experience, enhancing customer-centric engagement, optimizing product and service offerings, and accelerating productivity and team engagement, as well as our growth strategy, including executing on accretive acquisition opportunities. During fiscal 2023, we:

- Invested in our team, including incremental investment in our technician labor and wages to support topline sales growth;
- Offered attractive price points on key items to grow market share and capture new customers for the long-term; and
- Opened six stores through acquisition.

Recent Developments

On May 12, 2023, we entered into a reclassification agreement (the "Reclassification Agreement") with the holders of our Class C Preferred Stock (the "Class C Holders") in support of our plan to reclassify our equity capital structure to eliminate the Class C Preferred Stock, subject to shareholder approval.

The Reclassification Agreement provides that, subject to the satisfaction of certain conditions, we will file amendments to our certificate of incorporation (the "Certificate of Incorporation") to create a mandatory conversion of any outstanding shares of Class C Preferred Stock prior to an agreed sunset date. In exchange for this sunset of the Class C Preferred Stock, the conversion rate of Class C Preferred Stock will be adjusted so that each share of Class C Preferred Stock will convert into 61.275 shares of common stock (the "adjusted conversion rate"), an increase from the current conversion rate of 23.389 shares of common stock for each share of Class C Preferred Stock under the Certificate of Incorporation. At the end of the sunset period, all shares of Class C Preferred Stock remaining outstanding will be automatically converted into shares of common stock at the adjusted conversion rate. The Reclassification Agreement also provides that, during the sunset period, the Class C Holders will have the right to appoint one member of the board of directors. This designee is expected to be Peter J. Solomon, who is one of the Company's current directors and one of the Class C Holders.

2023 Divestiture

On June 17, 2022, we completed the sale of assets relating to our wholesale tire operations and internal tire distribution operations to ATD. The total purchase price was \$102 million, consisting of \$62 million paid by ATD at closing, of which \$5 million is currently being held in escrow, and the remaining \$40 million will be paid quarterly over approximately two years based on our tire purchases from or through ATD pursuant to a distribution and fulfillment agreement, of which \$8.7 million was received during fiscal 2023. For details regarding the sale, see [Note 2](#) to our consolidated financial statements. During fiscal 2023, we experienced lower top-line sales due to the sale of our wholesale tire operations to ATD and we incurred \$1.3 million in costs in connection with restructuring and elimination of certain executive management positions upon completion of the divestiture.

Economic Conditions

The United States economy has experienced high inflation during fiscal 2023 and there are market expectations that inflation may remain at elevated levels for a sustained period. In addition, labor availability has continued to be constrained and market labor costs have continued to increase. The U.S. Federal Reserve Board also has increased interest rates during fiscal 2023 and additional interest rate increases may occur in the coming months. These conditions may give rise to an economic slowdown, and perhaps a recession, and could further increase our costs and/or impact our revenues. It is unclear whether the current economic conditions and government responses to these conditions, including inflation, and increasing interest rates will result in an economic slowdown or recession in the United States. If that occurs, demand for our products and services may decline, possibly significantly, which may significantly and adversely impact our business, results of operations and financial position.

Financial Summary

Fiscal 2023 included the following notable items:

- Diluted earnings per common share ("EPS") were \$1.20.
- Adjusted diluted EPS, a non-GAAP measure, were \$1.36.
- Sales decreased 2.5 percent, primarily due to lower overall tire sales because of the sale of our wholesale operations.
- Comparable store sales increased 2.8 percent from the prior year, driven primarily by an approximately 11 percent comparable store sales increase in approximately 300 of our small or underperforming stores.

- Operating income of \$79.8 million was 21.3 percent lower than the prior year, driven primarily by a decrease in gross profit.
- Net income was \$39.0 million.
- Adjusted net income, a non-GAAP measure, was \$44.5 million.

Earnings Per Common Share				Percent Change
		2023	2022	2023/2022
Diluted EPS	\$	1.20	\$ 1.81	(33.7) %
Adjustments		0.17	0.05	
Adjusted diluted EPS	\$	1.36	\$ 1.85	(26.5) %

Note: Amounts may not foot due to rounding.

Adjusted net income and adjusted diluted EPS, each of which is a measure not derived in accordance with generally accepted accounting principles in the U.S. ("GAAP"), exclude the impact of certain items. Management believes that adjusted net income and adjusted diluted EPS are useful in providing period-to-period comparisons of the results of our operations by excluding certain non-recurring items, such as costs related to shareholder matters from our equity capital structure recapitalization, litigation reserves/settlement costs, and items related to store impairment charges and closings, as well as Monro Forward or acquisition initiatives. Reconciliations of these non-GAAP financial measures to GAAP measures are provided beginning on [page 27](#) under "Non-GAAP Financial Measures."

We define comparable store sales as sales for locations that have been opened or owned at least one full fiscal year. We believe this period is generally required for new store sales levels to begin to normalize. Management uses comparable store sales to assess the operating performance of the Company's stores and believes the metric is useful to investors because our overall results are dependent upon the results of our stores. Comparable sales measures vary across the retail industry. Therefore, our comparable store sales calculation is not necessarily comparable to similarly titled measures reported by other companies.

Analysis of Results of Operations

Summary of Operating Income				Percent Change
(thousands)		2023	2022	2023/2022
Sales	\$	1,325,382	\$ 1,359,328	(2.5) %
Cost of sales, including distribution and occupancy costs		869,207	877,492	(0.9)
Gross profit		456,175	481,836	(5.3)
Operating, selling, general and administrative expenses		376,425	380,538	(1.1)
Operating income	\$	79,750	\$ 101,298	(21.3) %

We have elected to omit discussion on the earliest of the three years covered by the consolidated financial statements presented. The discussion of our fiscal 2022 performance compared to our fiscal 2021 performance and our financial condition as of March 26, 2022 is incorporated herein by reference to [Part I, Item 7](#), "Management's Discussion and Analysis of Financial Condition and Results of Operations" located in our Form 10-K for the fiscal year ended March 26, 2022, filed on May 23, 2022.

Sales

Sales include automotive undercar repair, tire replacement and tire related service sales, net of discounts, returns, etc., and revenue from the sale of warranty agreements and commissions earned from the delivery of tires. See [Note 7](#) to the Company's consolidated financial statements for additional information. We use comparable store sales to evaluate the performance of our existing stores by measuring the change in sales for a period over the comparable, prior-year period of equivalent length. There were 361 selling days in both 2023 and 2022.

Sales growth – from both comparable store sales and new stores – represents an important driver of our long-term profitability. We expect that comparable store sales growth will significantly impact our total sales growth. We believe that our ability to successfully differentiate our guests' experience through a careful combination of merchandise assortment, price strategy, convenience, and other factors will, over the long-term, drive both increasing guest traffic and the average ticket amount spent.

Sales

(thousands)		2023	2022
Sales	\$	1,325,382	\$ 1,359,328
Dollar change compared to prior year	\$	(33,946)	
Percentage change compared to prior year		(2.5) %	

The sales decrease was due to a decrease in sales from closed stores, driven by the sale of our wholesale tire operations in the first quarter of 2023. The decrease in sales in 2023 from the prior year for the wholesale locations was approximately \$90.6 million. This was partially offset by an increase in comparable store sales from an increase in average ticket amount across product categories and price points, primarily due to a comparable store sales increase in approximately 300 of our small or underperforming stores, and an increase in sales from new stores. The following table shows the primary drivers of the change in sales between 2023 and 2022.

Sales Percentage Change	2023
Sales change	(2.5) %
Primary drivers of change in sales	
Closed store sales ^(a)	(7.0) %
Comparable stores sales ^{(b)(c)}	2.5 %
New store sales ^(d)	2.0 %

(a) The change in closed store sales is primarily due to sales from the wholesale locations sold to ATD.

(b) On a comparable store sales basis, comparable store sales increased by 2.8 percent.

(c) On a comparable store sales basis, comparable store sales at our retail locations increased by 3.5 percent.

(d) Sales from the fiscal 2023 acquisitions and fiscal 2022 acquisitions represent the change.

Broad-based inflationary pressures impacting consumers, including higher fuel prices and the negative impact on miles driven, partly led to lower demand in some of our key service categories during fiscal 2023. We expect the inflationary environment to continue to impact our customers in fiscal 2024.

Comparable Store Product Category Sales Change	2023	2022
Tires ^(a)	5 %	11 %
Maintenance	5 %	16 %
Brakes	(1) %	29 %
Alignment	(4) %	26 %
Front end/shocks	(2) %	16 %
Exhaust	(6) %	14 %

(a) Comparable store tire sales increased six percent at our retail locations during 2023.

For 2022, the comparable store sales increase across all product categories reflect higher traffic and higher average ticket sales compared to the prior period in which the COVID-19 pandemic had a more volatile impact on demand.

Sales by Product Category	2023	2022
Tires	50 %	53 %
Maintenance	27	24
Brakes	14	13
Steering ^(a)	8	8
Exhaust	1	2
Total	100 %	100 %

(a) Steering product category includes front end/shocks and alignment product category sales.

Change in Number of Stores	2023
Beginning store count	1,304
Opened ^(a)	11
Closed	(16)
Ending store count	1,299

(a) Includes six stores opened related to the 2023 acquisitions.

Cost of Sales and Gross Profit

Gross Profit		2023	2022
(thousands)			
Gross profit	\$	456,175	\$ 481,836
Percentage of sales		34.4 %	35.4 %
Dollar change compared to prior year	\$	(25,661)	
Percentage change compared to prior year		(5.3) %	

The decrease in gross profit, as a percentage of sales, of 100 basis points ("bps") for 2023 as compared to the prior year was primarily due to an increase in retail material costs, which increased as a percentage of sales, mainly a result of a shift to a higher mix of tire sales at our retail locations and customers trading down to opening price point tires. The decrease in gross profit, as a percentage of sales, was also partially due to an increase in technician labor costs, as a percentage of sales, as we have continued our incremental investment in technician labor costs during fiscal 2023 to support current and future sales growth. We do not expect further significant incremental investment in technician headcount. Partially offsetting these increases was the impact from our wholesale operations which were sold during the first three months of fiscal 2023. Additionally, there was a decrease in distribution and occupancy costs, as a percentage of sales, as we gained leverage on these largely fixed costs with higher overall comparable store sales.

Gross Profit as a Percentage of Sales Change		2023
Gross profit change		(100)bps
Drivers of change in gross profit as a percentage of sales		
Retail material costs		(200)bps
Technician labor costs		(130)bps
Retail distribution and occupancy costs		20 bps
Impact from sale of wholesale operations		210 bps

Operating, Selling, General and Administrative Expenses

Operating, Selling, General and Administrative Expenses		2023	2022
(thousands)			
Operating, Selling, General and Administrative Expenses	\$	376,425	\$ 380,538
Percentage of sales		28.4 %	28.0 %
Dollar change compared to prior year	\$	(4,113)	
Percentage change compared to prior year		(1.1) %	

The decrease of \$4.1 million in operating, selling, general and administrative ("OSG&A") expenses from the prior year is primarily due to lower expenses from 16 retail stores closed and our wholesale tire locations that were sold as well as decreased expenses from comparable stores mainly a result of cost control. The decrease in OSG&A expenses is also partially due to the gain on the sale of our wholesale tire locations and tire distribution assets, as well as the gain on the sale of related warehouses, net of associated closing costs, and a decrease in litigation reserve/settlement costs. Partially offsetting these decreases were increased expenses from 11 new stores, a full year of expenses for stores acquired in 2022, an increase in costs incurred in connection with restructuring and elimination of certain executive management positions upon completion of the divestiture to ATD, and an increase in costs related to shareholder matters.

OSG&A Expenses Change		2023
(thousands)		
OSG&A expenses change	\$	(4,113)
Drivers of change in OSG&A expenses		
Decrease from closed retail stores and wholesale tire locations sold	\$	(4,873)
Decrease from comparable stores	\$	(3,829)
Decrease from gain on sale of wholesale tire locations, tire distribution assets and related warehouses, net	\$	(3,496)
Decrease in litigation reserve/settlement costs	\$	(1,759)
Increase from new stores	\$	7,274
Increase in management restructuring costs	\$	1,338
Increase in costs related to shareholder matters	\$	1,232

Other Performance Factors

Net Interest Expense

Net interest expense of \$23.2 million for 2023 decreased \$1.5 million as compared to the prior year and decreased as a percentage of sales from 1.8 percent to 1.7 percent. Weighted average debt outstanding for 2023 decreased by approximately \$98 million as compared to 2022. This decrease is primarily related to a decrease in debt outstanding under our Credit Facility. The weighted average interest rate increased approximately 50 basis points from the prior year due primarily to an increase in the Credit Facility's floating borrowing rates.

Provision for Income Taxes

Our effective income tax rate was 31.7 percent for 2023 compared to 20.3 percent for 2022. The effective income tax rate for 2023 was higher by 5.3 percent because of discrete tax impacts from the divestiture of assets relating to our wholesale tire operations and internal tire distribution operations as well as the revaluation of deferred tax balances due to changes in the mix of pre-tax income in various U.S. state jurisdictions because of the divestiture. Our effective income tax rate for 2022 was lower by 4.0 percent due to the difference in statutory tax rates from a loss year to years in which such net operating loss may be carried back. Additionally, the increase in our effective income tax rate for 2023 over the prior year was also due to other state income tax impacts from the divestiture. See [Note 8](#) to the Company's consolidated financial statements for additional information.

Non-GAAP Financial Measures

In addition to reporting net income and diluted EPS, which are GAAP measures, this Form 10-K includes adjusted net income and adjusted diluted EPS, which are non-GAAP financial measures. We have included reconciliations to adjusted net income and adjusted diluted EPS from our most directly comparable GAAP measures, net income, and diluted EPS, below. Management views these non-GAAP financial measures as indicators to better assess comparability between periods because management believes these non-GAAP financial measures reflect our core business operations while excluding certain non-recurring items, such as costs related to shareholder matters from our equity capital structure recapitalization, litigation reserves/settlement costs, and items related to store impairment charges and closings, as well as Monro Forward or acquisition initiatives.

These non-GAAP financial measures are not intended to represent, and should not be considered more meaningful than, or as an alternative to, their most directly comparable GAAP measures. These non-GAAP financial measures may be different from similarly titled non-GAAP financial measures used by other companies.

Adjusted net income is summarized as follows:

Reconciliation of Adjusted Net Income

(thousands)	2023	2022
Net income	\$ 39,048	\$ 61,568
Store impairment charge	982	759
Gain on sale of wholesale tire and distribution assets ^(a)	(3,496)	—
Store closing costs	515	(437)
Monro Forward initiative costs	260	689
Acquisition due diligence and integration costs	31	1,249
Litigation reserve/settlement costs	2,000	3,759
Management restructuring/transition costs ^(b)	1,338	59
Costs related to shareholder matters	1,232	—
Transition costs related to back-office optimization	361	—
Provision for income taxes on pre-tax adjustments	(825)	(1,465)
Income tax benefit related to net operating loss carryback ^(c)	—	(3,119)
Certain discrete tax items ^(d)	3,034	—
Adjusted net income	\$ 44,480	\$ 63,062

(a) Amount includes the gain on sale of related warehouse, net of associated closing costs.

(b) Costs incurred in fiscal 2023 in connection with restructuring and elimination of certain management positions upon completion of our sale of wholesale tire locations and distribution assets.

(c) Income tax benefit related to net operating loss carryback adjustment that reflects the difference in statutory tax rates from a loss year to years in which such net operating loss may be carried back.

(d) Certain discrete tax items related to the sale of our wholesale tire locations and tire distribution assets as well as the revaluation of deferred tax balances due to changes in the mix of pre-tax income in various U.S. state jurisdictions because of the sale.

Adjusted diluted EPS is summarized as follows:

Reconciliation of Adjusted Diluted EPS	2023	2022
Diluted EPS	\$ 1.20	\$ 1.81
Store impairment charge	0.02	0.02
Gain on sale of wholesale tire and distribution assets	(0.08)	—
Store closing costs	0.01	(0.01)
Monro Forward initiative costs	0.01	0.02
Acquisition due diligence and integration costs ^(a)	0.00	0.03
Litigation reserve/settlement costs	0.05	0.08
Management restructuring/transition costs ^(a)	0.03	0.00
Costs related to shareholder matters	0.03	—
Transition costs related to back-office optimization	0.01	—
Income tax benefit related to net operating loss carryback	—	0.09
Certain discrete tax items	0.09	—
Adjusted diluted EPS	\$ 1.36	\$ 1.85

(a) Amounts, in the periods presented, may be too minor in amount, net of the impact from income taxes, to have an impact on the calculation of adjusted diluted EPS.

Note: The calculation of the impact of non-GAAP adjustments on diluted EPS is performed on each line independently. The table may not add down by +/- \$0.01 due to rounding.

The certain discrete tax items for 2023 and income tax benefit related to net operating loss carryback adjustment for 2022 to each of net income and diluted EPS are tax affected. The other adjustments to diluted EPS reflect adjusted effective tax rates of 25.6 percent and 24.1 percent for 2023 and 2022, respectively. These adjusted effective tax rates exclude the income tax impacts from share-based compensation and for 2023 and 2022 exclude certain discrete tax items and differences in statutory tax rates for net operating loss carrybacks, respectively. See adjustments from the Reconciliation of Adjusted Net Income table above for pre-tax amounts.

Analysis of Financial Condition

Liquidity and Capital Resources

Capital Allocation

We expect to continue to generate positive operating cash flow as we have done in each of the last three fiscal years. The cash we generate from our operations will allow us to continue to support business operations as well as invest in attractive acquisition opportunities intended to drive long-term sustainable growth, pay down debt, return cash to our shareholders through our dividend program and repurchase shares of our common stock under our common stock repurchase program.

In addition, because we believe a large portion of our future expenditures will be to fund our growth, through acquisition of retail stores and/or opening greenfield stores, we continually evaluate our cash needs and may decide it is best to fund the growth of our business through borrowings on our Credit Facility. Conversely, we may also periodically determine that it is in our best interests to voluntarily repay certain indebtedness early.

Dividends

We paid cash dividends totaling \$36.4 million (\$1.12 per share) in 2023 and \$34.7 million (\$1.02 per share) in 2022, a per share increase of 10 percent. We have paid dividends annually since fiscal 2006 and it is our intent to continue to do so in the future.

Share Repurchases

We returned \$96.9 million to shareholders through share repurchases during fiscal 2023. For details regarding our share repurchase program, see [Part II, Item 5, "Market for the Company's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities"](#) of this report and [Note 15](#) to our consolidated financial statements.

Working Capital Management

As of March 25, 2023, we had a working capital deficit of \$190.7 million, an increase from \$76.5 million as of March 26, 2022. The increase was driven by an increase in accounts payable as a result of certain of our suppliers that participate in our supply chain finance program. We have agreed to contractual payment terms and conditions with our suppliers. As part of our working capital management, we facilitate a voluntary supply chain finance program to provide our suppliers with the opportunity to sell receivables due from Monro to a participating financial institution. For details regarding our supply chain finance program, see [Note 1](#) to our consolidated financial statements.

Future Cash Requirements

We enter into contractual obligations in the ordinary course of business that may require future cash payments. Such obligations include, but are not limited to, debt service and leasing arrangements. The timing and nature of these obligations are expected to have an impact on our liquidity and capital requirements in future periods.

Contractual Obligations

Commitments Due by Period (thousands)	Total	Within 1 Year	2 to 3 Years	4 to 5 Years	After 5 Years
Principal payments on long-term debt	\$ 105,000			\$ 105,000	
Finance lease commitments/financing obligations ^(a)	415,296	\$ 53,981	\$ 99,984	90,489	\$ 170,842
Operating lease commitments ^(a)	263,664	44,461	79,315	60,875	79,013
Total	\$ 783,960	\$ 98,442	\$ 179,299	\$ 256,364	\$ 249,855

(a) Finance and operating lease commitments represent future undiscounted lease payments and include \$88.5 million and \$57.6 million, respectively, related to options to extend lease terms that are reasonably certain of being exercised.

Sources and Conditions of Liquidity

Our sources to fund our material cash requirements are predominantly cash from operations, availability under our Credit Facility, and cash and equivalents on hand.

Summary of Cash Flows

The following table presents a summary of our cash flows from operating, investing, and financing activities.

Summary of Cash Flows (thousands)	2023	2022
Cash provided by operating activities	\$ 215,016	\$ 173,759
Cash provided by (used for) investing activities	26,546	(109,801)
Cash used for financing activities	(244,626)	(85,970)
Decrease in cash and equivalents	(3,064)	(22,012)
Cash and equivalents at beginning of period	7,948	29,960
Cash and equivalents at end of period	\$ 4,884	\$ 7,948

Cash provided by operating activities

For 2023, cash provided by operating activities was \$215.0 million, which consisted of net income of \$39.0 million, adjusted by non-cash charges of \$80.9 million and by a change in operating assets and liabilities of \$95.1 million. The non-cash charges were largely driven by \$77.0 million of depreciation and amortization. The change in operating assets and liabilities was largely due to our supply chain finance program being a source of cash as we improved our cash flow by \$120.5 million. This source of cash was partially offset by our inventory balance being a use of cash of \$18.2 million as well as our federal and state income taxes payable being a use of cash of \$2.4 million.

For 2022, cash provided by operating activities was \$173.8 million, which consisted of net income of \$61.6 million, adjusted by non-cash charges of \$99.3 million and by a change in operating assets and liabilities of \$12.8 million. The non-cash charges were largely driven by \$81.2 million of depreciation and amortization. The change in operating assets and liabilities was largely due to our federal and state income taxes payable being a source of cash of \$13.8 million due primarily to an income tax refund that was received.

Cash provided by / used for investing activities

For 2023, cash provided by investing activities was \$26.5 million. This was primarily due to cash from the sale of our wholesale tire locations and distribution assets and from other property and equipment for \$65.3 million and \$7.2 million, respectively, partially offset by cash used for capital expenditures, including property and equipment, and acquisitions of \$39.0 million and \$6.7 million, respectively.

For 2022, cash used for investing activities was \$109.8 million. This was primarily due to cash used for acquisitions and capital expenditures, including property and equipment, of \$83.3 million and \$27.8 million, respectively. Included in the \$83.3 million used for acquisitions was \$0.8 million paid to the seller of the 2021 acquisition as the lease assignment for one store location was finalized during the period.

Cash used for financing activities

For 2023, cash used for financing activities was \$244.6 million which was primarily due to payment on our Credit Facility, net of amounts borrowed during the period, of \$71.5 million, as well as payment of finance lease principal and dividends of \$39.5 million and \$36.4 million, respectively. Also, we used \$96.9 million to repurchase common stock during 2023.

For 2022, cash used for financing activities was \$86.0 million which was primarily due to payment of finance lease principal and dividends of \$39.4 million and \$34.7 million, respectively, as well as payment on our Credit Facility, net of amounts borrowed during the period, of \$13.5 million.

Credit Facility

Interest only is payable monthly throughout the term of our Credit Facility. The borrowing capacity for the Credit Facility of \$600 million includes an accordion feature permitting us to request an increase in availability of up to an additional \$250 million.

On June 11, 2020, we entered into a First Amendment to the Credit Facility (the "First Amendment"), which, among other things, amended the terms of certain of the financial and restrictive covenants in the credit agreement through the first quarter of 2022 to provide us with additional flexibility to operate our business. The First Amendment amended the interest rate charged on borrowings to be based on the greater of adjusted one-month LIBOR or 0.75 percent. For the period from June 30, 2020 to June 30, 2021, the minimum interest rate spread charged on borrowings was 225 basis points over LIBOR. Additionally, during the same period, we were permitted to declare, make, or pay any dividend or distribution up to \$38.5 million in the aggregate and the acquisition of stores or other businesses up to \$100 million in the aggregate were permitted if we are in compliance with the financial covenants and other restrictions in the First Amendment and Credit Facility. As of July 1, 2021, the ability of our Board of Directors to declare, make, or pay any dividend or distribution and our ability to acquire stores or other businesses is no longer restricted by the terms of the Credit Facility, as amended by the First Amendment. The Credit Facility requires fees payable quarterly throughout the term between 0.125 percent and 0.35 percent of the amount of the average net availability under the Credit Facility during the preceding quarter.

On October 5, 2021, we entered into a Second Amendment to the Credit Facility (the "Second Amendment"). The Second Amendment amended the interest rate charged on borrowings to be based on the greater of adjusted one-month LIBOR or 0.00 percent. In addition, the Second Amendment updated certain provisions regarding a successor interest rate to LIBOR.

On November 10, 2022, we entered into a Third Amendment to the Credit Facility (the "Third Amendment"). The Third Amendment, among other things, extended the term of the Credit Facility to November 10, 2027 and amended certain of the financial terms in the Credit Agreement, as amended by the Second Amendment. The Third Amendment amended the interest rate charged on borrowings to be based on 0.10 percent over the Secured Overnight Financing Rate ("SOFR"), replacing the previously used LIBOR. In addition, one additional bank was added to the bank syndicate for a total of nine banks now within the syndicate. Except as amended by the First Amendment, Second Amendment and Third Amendment, the remaining terms of the credit agreement remain in full force and effect.

Within the Credit Facility, we have a sub-facility of \$80 million available for the purpose of issuing standby letters of credit. The sub-facility requires fees aggregating 87.5 to 212.5 basis points annually of the face amount of each standby letter of credit, payable quarterly in arrears. There was a \$29.6 million outstanding letter of credit at March 25, 2023.

Mortgages and specific lease financing arrangements with other parties (with certain limitations) are permitted under the Credit Facility. Other specific terms and the maintenance of specified ratios are generally consistent with our prior financing agreement. Additionally, the Credit Facility is not secured by our real property, although we have agreed not to encumber our real property, with certain permissible exceptions.

We were in compliance with all debt covenants at March 25, 2023.

As of May 12, 2023, we had approximately \$15.1 million in cash on hand. In addition, we had \$494.9 million available under the Credit Facility as of May 12, 2023.

We believe that our sources of liquidity, namely cash flow from operations, availability under our Credit Facility, and cash and equivalents on hand, will continue to be adequate to meet our contractual obligations, working capital and capital expenditure needs, finance acquisitions, fund debt maturities, pay dividends and repurchase our common stock for at least the next 12 months and the foreseeable future.

Critical Accounting Estimates

Our consolidated financial statements are prepared in accordance with GAAP, which requires us to make estimates and apply judgments that affect the reported amounts. In [Note 1](#) to the Company's consolidated financial statements, we describe the significant accounting policies used in preparing the consolidated financial statements. Our management believes that the accounting estimates listed below are those that are most critical to the portrayal of our financial condition and results of operations, and that require management's most difficult, subjective, and complex judgments in estimating the effect of inherent uncertainties.

Business Combinations

We use the acquisition method in accounting for acquired businesses. Under the acquisition method, our financial statements reflect the operations of an acquired business starting from the completion of the acquisition. The assets acquired and liabilities assumed are recorded at their respective estimated fair values at the date of the acquisition. Any excess of the purchase price over the estimated fair values of the identifiable net assets acquired is recorded as goodwill. Significant judgment is often required in estimating the fair value of assets acquired, particularly the right of use ("ROU") assets and intangible assets, including trade names, customer relationships, and reacquired franchise rights. ROU assets are recorded at the present value of remaining lease payments adjusted to reflect favorable or unfavorable market terms of the lease. As a result, in the case of significant acquisitions, we normally obtain the assistance of a third-party valuation specialist in estimating the value of the ROU assets as well as intangible assets. The fair value measurements are based on available historical information and on expectations and assumptions about the future, considering the perspective of marketplace participants. Favorable or unfavorable market terms used to value the ROU assets are estimated based on comparable market data. Fair values of acquired trade names are estimated using an income approach, specifically the relief-from-royalty method. Customer relationships are valued using the cost approach or an income approach such as the excess earnings method. Reacquired franchise rights are valued using the excess earnings method under an income approach. Assumptions utilized in the determination of fair value include forecasted sales, discount rates, royalty rates (trade names), and customer attrition rates (customer relationships). While we believe the expectations and assumptions about the future are reasonable, they are inherently uncertain. Unanticipated market or macroeconomic events and circumstances may occur, which could affect the accuracy or validity of the estimates and assumptions.

Valuation of Long-Lived Assets

We assess potential impairments to our long-lived assets, which include property and equipment and ROU assets, whenever events or changes in circumstances indicate that the carrying value of an asset group may not be recoverable. Long-lived assets are grouped and evaluated for impairment at the lowest level for which there are identifiable cash flows that are independent of the cash flows of other groups of assets. The carrying value of an asset group is considered impaired when its carrying value exceeds its estimated undiscounted future cash flows. The amount of any impairment loss recorded is calculated as the excess of the asset group's carrying value over its fair value. Fair value of the assets is determined based on the highest and best use of the asset group, considering external market participant assumptions. During the fourth quarter, we consider changes in the actual and forecasted financial performance of certain asset groups and we have determined such events indicated that a triggering event occurred for certain asset groups. We assessed the recoverability of certain asset groups through the use of an undiscounted cash flow model, which involved significant judgement in a number of assumptions including projected revenues and operating income. Such indicators may include, among others: a significant decline in our expected future cash flows; changes in expected useful life; unanticipated competition; slower growth rates, ongoing maintenance and improvements of the assets, or changes in operating performance. Any adverse change in these factors could have a significant impact on the recoverability of these assets and could have a material impact on our consolidated financial statements.

Insurance Reserves

We maintain a high retention deductible plan with respect to workers' compensation and general liability insurance claims (except for in Ohio in which we are self-insured) and are otherwise self-insured for employee medical insurance claims. To reduce our risk and better manage our overall loss exposure, we purchase stop-loss insurance that covers individual claims more than the deductible amounts, and caps total losses in a fiscal year. We maintain an accrual for the estimated cost to settle open claims as well as an estimate of the cost of claims that have been incurred but not reported. These estimates take into consideration the historical average claim volume, the average cost for settled claims, current trends in claim costs, changes in our business and workforce, and general economic factors.

These accruals are reviewed on a quarterly basis. For more complex reserve calculations, such as workers' compensation, we periodically use the services of an actuary to assist in determining the required reserve for open claims.

Income Taxes

We estimate our provision for income taxes, deferred tax assets and liabilities, income taxes payable, and unrecognized tax benefit liabilities based on several factors including, but not limited to, historical pre-tax operating income, future estimates of pre-tax operating income, tax planning strategies, differences between tax laws and accounting rules of various items of income and expense, statutory tax rates and credits, uncertain tax positions, and valuation allowances.

We record deferred tax assets and liabilities based upon the expected future tax outcome of differences between tax laws and accounting rules of various items of income and expense recognized in our results of operations using enacted tax rates in effect for the year in which the future tax outcome is expected. We evaluate our ability to realize the tax benefits associated with deferred tax assets and establish valuation allowances when we believe it is more likely than not that some portion of our deferred tax assets will not be realized.

We measure and recognize the tax benefit from an uncertain tax position taken or expected to be taken on an income tax return based on the largest benefit that we determine is more likely than not of being realized upon settlement. We use significant judgment and estimates in evaluating our tax positions. Due to the complexity of some of these uncertain tax positions, the ultimate resolution may result in an actual tax liability that differs from our estimated tax liabilities for unrecognized tax benefits and our effective tax rate may be materially impacted. Income taxes are described further in [Note 8](#) to the consolidated financial statements.

Accounting Standards

See "Recent Accounting Pronouncements" in [Note 1](#) to the Company's consolidated financial statements for a discussion of the impact of recently issued accounting standards on our consolidated financial statements as of March 25, 2023 and for the year then ended, as well as the expected impact on the consolidated financial statements for future periods.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risk from potential changes in interest rates. As of March 25, 2023, excluding finance leases and financing obligations, we had no debt financing at fixed interest rates, for which the fair value would be affected by changes in market interest rates. Our cash flow exposure on floating rate debt would result in annual interest expense fluctuations of approximately \$1.1 million, based upon our debt position as of March 25, 2023, given a change in SOFR of 100 basis points.

Debt financing had a carrying amount and a fair value of \$105.0 million as of March 25, 2023, as compared to a carrying amount and a fair value of \$176.5 million as of March 26, 2022.

Item 8. Financial Statements and Supplementary Data

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Report on Management's Assessment of Internal Control Over Financial Reporting

Management of Monro, Inc. (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of March 25, 2023. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control - Integrated Framework (2013). Based on our assessment, management determined that the Company maintained effective internal control over financial reporting as of March 25, 2023.

The Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, is appointed by the Company's Audit Committee. PricewaterhouseCoopers LLP has audited the consolidated financial statements included in this Annual Report on Form 10-K and the effectiveness of the Company's internal control over financial reporting as of March 25, 2023, and as a part of their integrated audit, has issued their report, included herein, on the effectiveness of the Company's internal control over financial reporting.

/s/ Michael T. Broderick
Michael T. Broderick
Chief Executive Officer
(Principal Executive Officer)

/s/ Brian J. D'Ambrosia
Brian J. D'Ambrosia
Chief Financial Officer
(Principal Financial Officer)

May 22, 2023

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Monro, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Monro, Inc. and its subsidiaries (the “Company”) as of March 25, 2023 and March 26, 2022, and the related consolidated statements of income and comprehensive income, of shareholders’ equity and of cash flows for each of the three years in the period ended March 25, 2023, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of March 25, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of March 25, 2023 and March 26, 2022, and the results of its operations and its cash flows for each of the three years in the period ended March 25, 2023 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of March 25, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report on Management’s Assessment of Internal Control Over Financial Reporting. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of Long-Lived Assets for Impairment for Certain Asset Groups

As described in Notes 1, 4 and 12 to the consolidated financial statements, property and equipment, net, finance lease and financing obligation assets, net and operating lease assets, net were \$305 million, \$217 million and \$211 million, respectively, as of March 25, 2023. As disclosed by management, an assessment of potential impairment to long-lived assets is performed by management whenever events or changes in circumstances indicate that the carrying value of an asset group may not be recoverable. The carrying value of an asset group is considered impaired when its carrying value exceeds its estimated undiscounted future cash flows. The amount of any impairment loss recorded is calculated as the excess of the asset group's carrying value over its fair value. During the fourth quarter, management considered changes in the actual and forecasted financial performance of certain asset groups and determined such events indicated that a triggering event occurred for certain asset groups. Management assessed the recoverability of certain asset groups through the use of an undiscounted cash flow model, which involved significant judgment in a number of assumptions, including projected revenues and operating income.

The principal considerations for our determination that performing procedures relating to the evaluation of long-lived assets for impairment for certain asset groups is a critical audit matter are (i) the significant judgment by management when developing the estimates of recoverability for certain asset groups and (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to projected revenues and operating income.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's evaluation of long-lived assets for impairment, including controls over the development of the undiscounted cash flows for certain asset groups. These procedures also included, among others (i) testing management's process for developing the estimates of recoverability for certain asset groups; (ii) evaluating the appropriateness of the undiscounted cash flow models; (iii) testing the completeness and accuracy of underlying data used in the undiscounted cash flow models; and (iv) evaluating the reasonableness of the significant assumptions used by management related to projected revenues and operating income. Evaluating management's assumptions related to projected revenues and operating income involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of certain asset groups; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit.

/s/ PricewaterhouseCoopers LLP

Fairport, New York
May 22, 2023

We have served as the Company's auditor since at least 1984. We have not been able to determine the specific year we began serving as auditor of the Company.

Consolidated Balance Sheets

(thousands, except footnotes)	March 25, 2023		March 26, 2022	
Assets				
Current assets				
Cash and equivalents	\$	4,884	\$	7,948
Accounts receivable		13,294		14,797
Inventory		147,397		166,271
Other current assets		92,892		56,486
Total current assets		258,467		245,502
Property and equipment, net		304,989		315,193
Finance lease and financing obligation assets, net		217,174		268,406
Operating lease assets, net		211,101		213,588
Goodwill		736,457		776,714
Intangible assets, net		16,562		26,682
Other non-current assets		29,365		20,174
Long-term deferred income tax assets		2,762		5,153
Total assets	\$	1,776,877	\$	1,871,412
Liabilities and shareholders' equity				
Current liabilities				
Current portion of finance leases and financing obligations	\$	39,982	\$	42,092
Current portion of operating lease liabilities		37,520		34,692
Accounts payable		261,724		131,989
Federal and state income taxes payable		541		2,921
Accrued payroll, payroll taxes and other payroll benefits		15,951		18,540
Accrued insurance		47,741		49,391
Deferred revenue		15,422		14,153
Other current liabilities		30,296		28,186
Total current liabilities		449,177		321,964
Long-term debt		105,000		176,466
Long-term finance leases and financing obligations		295,281		357,475
Long-term operating lease liabilities		191,107		192,637
Other long-term liabilities		10,721		10,821
Long-term deferred income tax liabilities		30,460		28,560
Long-term income taxes payable		209		583
Total liabilities		1,081,955		1,088,506
Commitments and contingencies – Note 14				
Shareholders' equity				
Class C Convertible Preferred stock		29		29
Common stock		400		399
Treasury stock		(205,648)		(108,729)
Additional paid-in capital		250,702		244,577
Accumulated other comprehensive loss		(4,115)		(4,494)
Retained earnings		653,554		651,124
Total shareholders' equity		694,922		782,906
Total liabilities and shareholders' equity	\$	1,776,877	\$	1,871,412

Class C Convertible Preferred stock Authorized 150,000 shares, \$1.50 par value, \$0.064 conversion value: 19,664 shares issued and outstanding

Common stock Authorized 65,000,000 shares, \$0.01 par value; 39,966,401 shares issued as of March 25, 2023 and 39,906,561 shares issued as of March 26, 2022

Treasury stock 8,561,121 shares as of March 25, 2023 and 6,359,871 shares as of March 26, 2022, at cost

See accompanying [Notes to Consolidated Financial Statements](#).

FINANCIAL STATEMENTS

Consolidated Statements of Income and Comprehensive Income

(thousands, except per share data)	2023	2022	2021
Sales	\$ 1,325,382	\$ 1,359,328	\$ 1,125,721
Cost of sales, including distribution and occupancy costs	869,207	877,492	730,526
Gross profit	456,175	481,836	395,195
Operating, selling, general and administrative expenses	376,425	380,538	322,957
Operating income	79,750	101,298	72,238
Interest expense, net of interest income	23,176	24,631	28,235
Other income, net	(593)	(618)	(188)
Income before income taxes	57,167	77,285	44,191
Provision for income taxes	18,119	15,717	9,872
Net income	\$ 39,048	\$ 61,568	\$ 34,319
Other comprehensive income			
Changes in pension, net	379	125	2,270
Other comprehensive income	379	125	2,270
Comprehensive income	\$ 39,427	\$ 61,693	\$ 36,589
Earnings per share			
Basic	\$ 1.20	\$ 1.82	\$ 1.02
Diluted	\$ 1.20	\$ 1.81	\$ 1.01
Weighted average common shares outstanding			
Basic	32,144	33,527	33,329
Diluted	32,653	34,038	33,876

See accompanying [Notes to Consolidated Financial Statements](#).

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Consolidated Statements of Changes in Shareholders' Equity

(thousands)	Class C Convertible Preferred Stock		Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at March 28, 2020	22	\$ 33	39,645	\$ 396	6,360	\$ (108,729)	\$ 229,774	\$ (6,889)	\$ 619,855	\$ 734,440
Net income									34,319	34,319
Other comprehensive income										
Pension liability adjustment								2,270		2,270
Dividends declared										
Preferred									(438)	(438)
Common									(29,344)	(29,344)
Dividend payable									(31)	(31)
Conversion of Class C Convertible Preferred stock	(2)	(4)	50	1			3			—
Stock options and restricted stock			153	1			6,076			6,077
Share-based compensation							2,391			2,391
Balance at March 27, 2021	20	\$ 29	39,848	\$ 398	6,360	\$ (108,729)	\$ 238,244	\$ (4,619)	\$ 624,361	\$ 749,684
Net income									61,568	61,568
Other comprehensive income										
Pension liability adjustment								125		125
Dividends declared										
Preferred									(469)	(469)
Common									(34,205)	(34,205)
Dividend payable									(131)	(131)
Stock options and restricted stock			59	1			2,003			2,004
Share-based compensation							4,330			4,330
Balance at March 26, 2022	20	\$ 29	39,907	\$ 399	6,360	\$ (108,729)	\$ 244,577	\$ (4,494)	\$ 651,124	\$ 782,906
Net income									39,048	39,048
Other comprehensive income										
Pension liability adjustment								379		379
Dividends declared										
Preferred									(515)	(515)
Common									(35,889)	(35,889)
Dividend payable									(214)	(214)
Repurchase of stock					2,201	(96,919)				(96,919)
Stock options and restricted stock			59	1			474			475
Share-based compensation							5,651			5,651
Balance at March 25, 2023	20	\$ 29	39,966	\$ 400	8,561	\$ (205,648)	\$ 250,702	\$ (4,115)	\$ 653,554	\$ 694,922

We declared \$1.12, \$1.02 and \$0.88 dividends per common share or equivalent for the years ended March 25, 2023, March 26, 2022 and March 27, 2021, respectively.

See accompanying [Notes to Consolidated Financial Statements](#).

Consolidated Statements of Cash Flows

(thousands)	2023	2022	2021
Operating activities			
Net income	\$ 39,048	\$ 61,568	\$ 34,319
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	77,037	81,169	77,304
Share-based compensation expense	5,651	4,330	2,391
Gain on disposal of assets	(4,668)	(932)	(491)
Gain on divestiture	(2,394)	—	—
Impairment of long-lived assets	982	759	144
Deferred income tax expense	4,242	14,019	10,854
Change in operating assets and liabilities (excluding acquisitions and divestitures)			
Accounts receivable	(2,483)	527	(814)
Inventories	(18,205)	(2,390)	26,570
Other current assets	(8,962)	(6,679)	(7,406)
Other non-current assets	36,841	31,115	33,303
Accounts payable	129,735	19,611	12,874
Accrued expenses	(2,651)	(3,984)	21,355
Federal and state income taxes payable	(2,380)	13,765	(2,788)
Other long-term liabilities	(36,403)	(38,674)	(22,326)
Long-term income taxes payable	(374)	(445)	(384)
Cash provided by operating activities	215,016	173,759	184,905
Investing activities			
Capital expenditures	(38,990)	(27,830)	(51,725)
Acquisitions, net of cash acquired	(6,685)	(83,333)	(17,154)
Proceeds from divestiture	56,586	—	—
Deferred proceeds received from divestiture	8,671	—	—
Proceeds from the disposal of assets	7,220	1,240	659
Other	(256)	122	1,960
Cash provided by (used for) investing activities	26,546	(109,801)	(66,260)
Financing activities			
Proceeds from borrowings	156,795	166,276	—
Principal payments on long-term debt, finance leases and financing obligations	(267,804)	(219,219)	(409,783)
Repurchase of stock	(96,919)	—	—
Exercise of stock options	733	2,144	6,278
Dividends paid	(36,404)	(34,674)	(29,782)
Deferred financing costs	(1,027)	(497)	(874)
Cash used for financing activities	(244,626)	(85,970)	(434,161)
Decrease in cash and equivalents	(3,064)	(22,012)	(315,516)
Cash and equivalents at beginning of period	7,948	29,960	345,476
Cash and equivalents at end of period	\$ 4,884	\$ 7,948	\$ 29,960
Supplemental information			
Interest paid, net	\$ 22,857	\$ 24,312	\$ 26,376
Income taxes paid, net of (refund)	16,936	(11,611)	2,334
Leased assets (reduced) obtained in exchange for (reduced) new finance lease liabilities	(11,156)	8,833	104,165
Leased assets obtained in exchange for new operating lease liabilities	30,142	12,401	24,409

 See accompanying [Notes to Consolidated Financial Statements](#).

Note 1 – Description of Business, Basis of Presentation and Summary of Significant Accounting Policies**Description of business**

Monro, Inc. and its direct and indirect subsidiaries (together, “Monro”, the “Company”, “we”, “us”, or “our”), are engaged principally in providing automotive undercar repair and tire replacement sales and tire related services in the United States. Monro had 1,299 Company-operated retail stores located in 32 states and 76 Car-X franchised locations as of March 25, 2023.

A certain number of our retail locations also service commercial customers. Our locations that serve commercial customers generally operate consistently with our other retail locations, except that the sales mix for these locations includes a higher number of commercial tires.

As of March 25, 2023, Monro had two retread facilities. The retread facilities re-manufacture tires through the replacement of tread on worn tires that are later sold to customers.

Monro’s operations are organized and managed as one single segment designed to offer to our customers replacement tires and tire related services, automotive undercar repair services as well as a broad range of routine maintenance services, primarily on passenger cars, light trucks and vans. We also provide other products and services for brakes; mufflers and exhaust systems; and steering, drive train, suspension and wheel alignment. The internal management financial reporting that is the basis for evaluation to assess performance and allocate resources by our chief operating decision maker consists of consolidated data that includes the results of our retail and commercial locations. As such, our one operating segment reflects how our operations are managed, how resources are allocated, how operating performance is evaluated by senior management, and the structure of our internal financial reporting.

Basis of presentation*Principles of consolidation*

The consolidated financial statements include the accounts of Monro, Inc. and its direct and indirect subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Management’s use of estimates

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements in conformity with such principles requires the use of estimates by management during the reporting period. Actual results could differ from those estimates.

Fiscal year

We operate on a 52/53-week fiscal year ending on the last Saturday in March. Fiscal years 2023, 2022 and 2021 each contained 52 weeks. Unless specifically indicated otherwise, any references to “2023” or “fiscal 2023,” “2022” or “fiscal 2022,” and “2021” or “fiscal 2021” relate to the years ended March 25, 2023, March 26, 2022, and March 27, 2021, respectively.

Recent accounting pronouncements

In September 2022, the Financial Accounting Standards Board (“FASB”) issued new accounting guidance which requires certain disclosure requirements for supplier finance programs used in connection with the purchase of goods and services. This guidance is effective for fiscal years and interim periods within those years beginning after December 15, 2022. Early adoption is permitted. We are currently evaluating the impact of adopting this guidance.

In October 2021, the FASB issued new accounting guidance which requires an acquiring entity to recognize and measure contract assets and contract liabilities acquired in a business combination as if they entered into the original contract at the same time and same date as the acquiree. This guidance is effective for fiscal years and interim periods within those years beginning after December 15, 2022. Early adoption is permitted. We are currently evaluating the impact of adopting this guidance.

Other recent authoritative guidance issued by the FASB (including technical corrections to the Accounting Standards Codification (“ASC”)) and the Securities and Exchange Commission (“SEC”) did not or are not expected to have a material effect on our consolidated financial statements.

Summary of significant accounting policies*Cash and cash equivalents*

Cash consists primarily of cash on hand and deposits with banks. Cash equivalents include highly liquid investments with an original maturity of three months or less from the time of purchase. Cash equivalents also include amounts due from third-party financial institutions for credit and debit card transactions. These receivables typically settle in three days or less.

Inventories

Our inventories, which consist of automotive parts and oil as well as tires, are valued at the lower of weighted average cost and net realizable value.

Property and equipment, net

Property and equipment, net is stated at historical cost less accumulated depreciation. Property and equipment are depreciated using the straight-line method over estimated useful lives. Leasehold improvements are depreciated over the shorter of their estimated useful lives or the related lease terms. When assets are disposed of, the resulting gain or loss is recognized in operating, selling, general and administrative (“OSG&A”) expense on the Consolidated Statement of Income and Comprehensive Income. Expenditures for maintenance and repairs are expensed as incurred.

Estimated Useful Lives	Life (Years)
Buildings and improvements	5 - 39
Equipment, signage, and fixtures	3 - 15
Vehicles	5 - 10

Valuation of long-lived assets

We review for impairment to our long-lived assets, which include property and equipment and right-of-use (“ROU”) assets, whenever events or circumstances indicate that the carrying value of an asset may not be recoverable. Long-lived assets are grouped at the store level and evaluated for impairment at the lowest level for which there are identifiable cash flows that are independent of the cash flows of other groups of assets. If it is determined that the carrying amounts of such long-lived assets are not recoverable, the assets are written down to their estimated fair values. Fair value of the assets is determined based on the highest and best use of the asset group, considering external market participant assumptions.

Leases

We determine if an arrangement is or contains a lease at inception. We record ROU assets and lease obligations for our finance and operating leases, which are initially based on the discounted future minimum lease payments over the term of the lease. As the rate implicit in our leases is not easily determinable, our applicable incremental borrowing rate is used in calculating the present value of the lease payments. We estimate our incremental borrowing rate considering the market rates of our outstanding borrowings and comparisons to comparable borrowings of similar terms.

Lease term is defined as the non-cancelable period of the lease plus any option to extend the lease when it is reasonably certain that it will be exercised. For leases with an initial term of 12 months or less, no ROU assets or lease obligations are recorded on the balance sheet, and we recognize short-term lease expense for these leases on a straight-line basis over the lease term.

Certain of our lease agreements include rental payments based on a percentage of retail sales over specified levels and others include rental payments adjusted periodically for inflation. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants. For most classes of underlying assets, we have elected to separate lease from non-lease components. We have elected to combine lease and non-lease components for certain classes of equipment. We generally sublease excess space to third parties.

Operating lease expense is recognized on a straight-line basis over the lease term and is included in cost of sales, including distribution and occupancy costs (“cost of sales”) or OSG&A expense. Amortization expense for finance leases is recognized on a straight-line basis over the lease term and is included in cost of sales or OSG&A expense. Interest expense for finance leases is recognized using the effective interest method, and is included in interest expense, net of interest income. Variable payments, short-term rentals and payments associated with non-lease components are expensed as incurred.

Goodwill and intangible assets

We have a history of growth through acquisitions. Assets and liabilities of acquired businesses are recorded at their estimated fair values as of the date of acquisition. Goodwill represents costs in excess of fair values assigned to the underlying net assets of acquired businesses. The carrying value of goodwill is subject to an annual impairment test, which we perform in the third quarter of the fiscal year. Impairment tests may also be triggered by any significant events or changes in circumstances affecting our business.

We have one reporting unit which encompasses all operations including new acquisitions. In performing our annual goodwill impairment test, we perform a qualitative assessment to determine if it is more likely than not that the fair value is less than the carrying value of goodwill. The qualitative assessment includes a review of business changes, economic outlook, financial trends and forecasts, growth rates, industry data, market capitalization, and other relevant qualitative factors. If the qualitative factors indicate a potential impairment, we compare the fair value of our reporting unit to the carrying value of our reporting unit. If the fair value is less than its carrying value, an impairment charge is recognized in an amount equal to that excess. The loss recognized cannot exceed the carrying amount of goodwill. As a result of our annual qualitative assessment performed in the third quarter of 2023, we determined that it is not more likely than not that the fair value is less than the carrying value. No impairment was recorded in 2023, 2022 and 2021.

Our intangible assets primarily represent allocations of purchase price to identifiable intangible assets of acquired businesses and are amortized over their estimated useful lives. All intangible assets are evaluated for impairment whenever events or changes in circumstances indicate that an impairment may exist. If such indicators are present, it is determined whether the sum of the estimated undiscounted future cash flows attributable to such assets is less than their carrying values. Based on our review as of March 25, 2023, we concluded that the carrying values of our intangible assets were not impaired. No impairment was recorded in 2022 or 2021.

A deterioration of macroeconomic conditions may not only negatively impact the estimated operating cash flows used in our cash flow models but may also negatively impact other assumptions used in our analyses, including, but not limited to, the estimated cost of capital and/or discount rates. Additionally, we are required to ensure that assumptions used to determine fair value in our analyses are consistent with the assumptions a hypothetical marketplace participant would use. As a result, the cost of capital and/or discount rates used in our analyses may increase or decrease based on market conditions and trends, regardless of whether our actual cost of capital has changed. Therefore, we may recognize an impairment of an intangible asset or assets even though realized actual cash flows are approximately equal to or greater than our previously forecasted amounts.

Insurance reserves

We maintain a high retention deductible plan with respect to workers' compensation and general liability insurance claims (except for in Ohio in which we are self-insured) and are otherwise self-insured for employee medical claims. To reduce our risk and better manage our overall loss exposure, we purchase stop-loss insurance that covers individual claims more than the deductible amounts, and caps total losses in a fiscal year. We maintain an accrual for the estimated cost to settle open claims as well as an estimate of the cost of claims that have been incurred but not reported. These estimates take into consideration the historical average claim volume, the average cost for settled claims, current trends in claim costs, changes in our business and workforce, and general economic factors. These accruals are reviewed on a quarterly basis. For more complex reserve calculations, such as workers' compensation, we periodically use the services of an actuary to assist in determining the required reserve for open claims.

Warranty

We provide an accrual for estimated future warranty costs for parts that we install based upon the historical relationship of warranty costs to sales. See [Note 7](#) for additional information on tire road hazard warranty agreements.

Comprehensive income

As it relates to Monro, comprehensive income is defined as net income as adjusted for pension liability adjustments and is reported net of related taxes in the Consolidated Statements of Income and Comprehensive Income and in the Consolidated Statements of Changes in Shareholders' Equity.

Income taxes

We account for income taxes pursuant to the asset and liability method which requires the recognition of deferred tax assets and liabilities related to the expected future tax consequences arising from temporary differences between the carrying amounts and tax bases of assets and liabilities based on enacted statutory tax rates applicable to the periods in which the temporary differences are expected to reverse.

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Any effects of changes in income tax rates or laws are included in income tax expense in the period of enactment. A valuation allowance is recognized if we determine it is more likely than not that all or a portion of a deferred tax asset will not be recognized. In making such determination, the Company considers all available evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies and recent and expected future results of operation. Monro recognizes a tax benefit from an uncertain tax position in the financial statements only when it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits and a consideration of the relevant taxing authority's administrative practices and precedents.

Treasury stock

Treasury stock is accounted for using the par value method.

Share-based compensation

We provide share-based compensation through non-qualified stock options, restricted stock awards, and restricted stock units. We measure compensation cost arising from the grant of share-based payments to an employee at fair value and recognize such cost in income over the period during which the employee is required to provide service in exchange for the award, usually the vesting period. The fair value of each option award is estimated on the date of grant primarily using the Black-Scholes option valuation model. The assumptions used to estimate fair value require judgment and are subject to change in the future due to factors such as employee exercise behavior, stock price trends, and changes to type or provisions of share-based awards. Any material change in one or more of these assumptions could have an impact on the estimated fair value of a future award.

Black-Scholes Valuation Model Assumptions

(weighted average)	2023	2022	2021
Risk-free interest rate ^(a)	2.85 %	0.61 %	0.27 %
Expected term (years) ^(b)	4	4	4
Expected volatility ^(c)	38.7 %	34.9 %	33.3 %
Dividend yield ^(d)	2.33 %	1.78 %	1.60 %

(a) Risk-free interest rates are yields for zero coupon U.S. Treasury notes maturing approximately at the end of the expected option term.

(b) Expected term is based on historical exercise behavior and on the terms and conditions of the stock option award.

(c) Expected volatility is based on a combination of historical volatility, using Monro stock prices over a period equal to the expected term, and implied market volatility.

(d) Dividend yield is based on historical dividend experience and expected future changes, if any.

The fair value of restricted stock awards and restricted stock units (collectively "restricted stock") is determined based on the stock price at the date of grant.

We are required to estimate forfeitures and only record compensation costs for those awards that are expected to vest. The assumptions for forfeitures were determined based on type of award and historical experience. Forfeiture assumptions are adjusted at the point in time a significant change is identified, with any adjustment recorded in the period of change, and the final adjustment at the end of the requisite service period to equal actual forfeitures.

We recognize compensation expense related to stock options and restricted stock using the straight-line approach. Option awards and restricted stock generally vest equally over the service period established in the award, typically three years or four years.

Earnings per common share

Basic earnings per common share amounts are calculated by dividing income available to common shareholders, after deducting preferred stock dividends, by the weighted average number of shares of common stock outstanding. Diluted earnings per common share amounts are calculated by dividing net income by the weighted average number of shares of common stock outstanding adjusted to give effect to potentially dilutive securities.

Advertising

The cost of advertising is generally expensed at the first time the advertising takes place, except for direct response advertising which is capitalized and amortized over its expected period of future benefit.

Direct response advertising consists primarily of coupons for Monro's services. The capitalized costs of this advertising are amortized over the period of the coupon's validity, which is typically two months.

Vendor rebates

We receive vendor support in the form of allowances through a variety of vendor-sponsored programs, such as volume rebates, promotions, and advertising allowances, referred to as "vendor rebates". Vendor rebates are recorded as a reduction of cost of sales.

We establish a receivable for vendor rebates that are earned but not yet received. Based on purchase data and the terms of the applicable vendor-sponsored programs, we estimate the amount earned. Most of the year-end vendor rebates receivable is collected within the following first quarter. See [Note 3](#) for additional information.

Working capital management

As part of our ongoing efforts to manage our working capital and improve our cash flow, certain financial institutions offer to certain of our suppliers a voluntary supply chain finance program to provide our suppliers with the opportunity to sell receivables due from us (our accounts payable) to a participating financial institution at the sole discretion of both the supplier and the financial institution. Should a supplier choose to participate in the program, it may receive payment from the financial institution in advance of agreed contractual payment terms; our responsibility is limited to making payments to the respective financial institution on the terms originally negotiated with our supplier and no other guarantees are provided by us under the supply chain finance program. We have no economic interest in a supplier's decision to participate and we have no direct financial relationship with the financial institutions, as it relates to the supply chain finance program. We have concluded that the program is a trade payable program and not indicative of a borrowing arrangement.

Note 2 – Acquisitions and Divestitures

Acquisitions

Monro's acquisitions are strategic moves in our plan to fill in and expand our presence in our existing and contiguous markets, expand into new markets and leverage fixed operating costs such as distribution, advertising, and administration. Acquisitions in this footnote include acquisitions of five or more locations as well as acquisitions of one to four locations that are part of our greenfield store growth strategy.

2023

During 2023, we acquired the following businesses for an aggregate purchase price of \$6.4 million. The acquisitions were financed through our Credit Facility, as defined in [Note 6](#). The results of operations for these acquisitions are included in our financial results from the respective acquisition dates.

- On February 19, 2023, we acquired five retail tire and automotive repair stores located in Iowa and Illinois from Hawkeye Mufflers Inc. These stores will operate under the Car-X name.
- On December 4, 2022, we acquired one retail tire and automotive repair store operating as a Car-X franchise location in Wisconsin from Spinler's Service Systems, Inc. This store operates under the Car-X name.

The acquisitions resulted in goodwill related to, among other things, growth opportunities, synergies and economies of scale expected from combining the businesses with ours, as well as unidentifiable intangible assets. All of the goodwill is expected to be deductible for tax purposes.

We expensed all costs related to the acquisitions during 2023. The total costs related to the completed acquisitions were immaterial to the Consolidated Statement of Income and Comprehensive Income and these costs are included primarily under OSG&A expenses.

Sales and net income related to the completed acquisitions totaled \$0.6 million and \$0.1 million, respectively for the period from acquisition date through March 25, 2023. The net income of \$0.1 million includes an allocation of certain traditional corporate related items, including vendor rebates, interest expense, and income taxes.

Supplemental pro forma information for the current or prior reporting periods has not been presented due to the impracticability of obtaining detailed, accurate or reliable data for the periods the acquired entities were not owned by Monro.

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We accounted for each 2023 acquisition as a business combination using the acquisition method of accounting in accordance with the FASB ASC Topic 805, “Business Combinations.” The assets acquired and liabilities assumed were recorded at their acquisition-date fair values and were consolidated with those of the Company as of the acquisition date. The acquisition-date fair values were assigned based on preliminary valuations and estimates, and the consideration transferred over the net identifiable assets acquired was recorded as goodwill.

2023 Acquisition-date Fair Values Assigned

(thousands) (preliminary)

Inventory	\$	86
Other current assets		80
Property and equipment		82
Operating lease assets		5,310
Intangible assets		153
Long-term deferred income tax assets		88
Total assets acquired		5,799
Current portion of operating lease liabilities		448
Other current liabilities		4
Long-term operating lease liabilities		5,202
Total liabilities assumed		5,654
Total net identifiable assets acquired	\$	145
Total consideration transferred	\$	6,425
Less: total net identifiable assets acquired		145
Goodwill	\$	6,280

We have recorded customer list intangible assets with a useful life of seven years at their estimated fair value of approximately \$0.2 million to amortizable intangible assets. We have recorded acquired ROU assets at the present value of remaining lease payments adjusted to reflect unfavorable market terms of the lease.

We continue to refine the valuation data and estimates primarily related to inventory, warranty reserves, intangible assets, real property leases, and certain liabilities for the 2023 acquisitions and expect to complete the valuations no later than the first anniversary date of the acquisition. We anticipate that adjustments will continue to be made to the fair values of identifiable assets acquired and liabilities assumed.

2022

During 2022, we acquired the following businesses for an aggregate purchase price of \$83.1 million. The acquisitions were financed through our Credit Facility. The results of operations for these acquisitions are included in our financial results from the respective acquisition dates.

- On December 5, 2021, we acquired 11 retail tire and automotive repair stores operating as Car-X franchise locations in Iowa from KR Jones Enterprises, Inc. These stores operate under the Car-X name.
- On November 14, 2021, we acquired three retail tire and automotive repair stores located in California from Bud’s Tire and Wheel, Inc. These stores will operate under the Tire Choice name.
- On November 14, 2021, we acquired two retail tire and automotive repair stores located in California from Eagle Auto & Tire, Inc. These stores will operate under the Mountain View Tire & Service name.
- On November 14, 2021, we acquired one retail tire and automotive repair store located in California from Golden Reflections. This store will operate under the Mountain View Tire & Service name.
- On April 25, 2021, we acquired 30 retail tire and automotive repair stores located in California from Mountain View Tire & Service, Inc. These stores operate under the Mountain View Tire & Service name.

The acquisitions resulted in goodwill related to, among other things, growth opportunities, synergies and economies of scale expected from combining the businesses with ours, as well as unidentifiable intangible assets. All of the goodwill is expected to be deductible for tax purposes.

We expensed all costs related to the acquisitions during 2022. The total costs related to the completed acquisitions were \$0.7 million and these costs are included in the Consolidated Statement of Income and Comprehensive Income primarily under OSG&A expense.

Sales and net income related to the 2022 acquisitions totaled \$51.7 million and \$3.4 million, respectively, for the period from acquisition date through March 26, 2022. The net income of \$3.4 million includes an allocation of certain traditional corporate related items, including vendor rebates, interest expense, and income taxes.

Supplemental pro forma information for the current or prior reporting periods has not been presented due to the impracticability of obtaining detailed, accurate or reliable data for the periods the acquired entity was not owned by Monro.

We accounted for each 2022 acquisition as a business combination using the acquisition method of accounting and we finalized the purchase accounting related to the 2022 acquisitions during 2023. As a result of the updated purchase price allocation for the 2022 acquisitions, certain of the fair value amounts previously estimated were adjusted during the measurement period. These measurement period adjustments resulted from updated valuation reports and appraisals received from our external valuation specialists, as well as revisions to internal estimates. The measurement period adjustments were not material to the Consolidated Balance Sheet as of March 25, 2023 and March 26, 2022 and the Consolidated Statement of Income and Comprehensive Income for 2023 and 2022.

The assets acquired and liabilities assumed were recorded at their assigned acquisition-date fair values and were consolidated with those of the Company as of the acquisition date. The consideration transferred and net liabilities assumed were recorded as goodwill.

2022 Acquisition-date Fair Values Assigned

(thousands) (final)		
Inventory	\$	1,298
Other current assets		424
Property and equipment		3,612
Finance lease and financing obligation assets		19,228
Operating lease assets		30,461
Intangible assets		4,820
Other non-current assets		79
Long-term deferred income tax assets		4,814
Total assets acquired		64,736
Current portion of finance leases and financing obligations		1,832
Current portion of operating lease liabilities		3,058
Deferred revenue		1,261
Other current liabilities		273
Long-term finance leases and financing obligations		26,061
Long-term operating lease liabilities		35,304
Other long-term liabilities		1,026
Total liabilities assumed		68,815
Total net identifiable liabilities assumed	\$	(4,079)
Total consideration transferred	\$	83,087
Less: total net identifiable liabilities assumed		(4,079)
Goodwill	\$	87,166

The total consideration of \$83.1 million is comprised of \$82.0 million in cash and \$1.1 million which is due upon finalization of certain lease assignment terms for one store location.

We have recorded \$4.8 million to amortizable intangible assets, including customer lists, a trade name, and reacquired franchise rights, with a weighted average amortizable period of approximately eight years. We have recorded acquired ROU assets at the present value of remaining lease payments adjusted to reflect favorable or unfavorable market terms of the lease.

Divestitures

2023

On June 17, 2022, we completed the divestiture of assets relating to our wholesale tire operations (seven locations) and internal tire distribution operations to American Tire Distributors, Inc. ("ATD"). We received \$62 million from ATD at the closing of the transaction,

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of which \$5 million is currently being held in escrow. The remaining \$40 million (“Earnout”) of the total consideration of \$102 million will be paid quarterly over approximately two years based on our tire purchases from or through ATD pursuant to a distribution and fulfillment agreement with ATD, of which \$8.7 million was received during 2023. Under a distribution agreement between us and ATD, ATD agreed to supply and sell tires to retail locations we own. After ATD satisfies the Earnout payments, our company-owned retail stores will be required to purchase at least 90 percent of their forecasted requirements for certain passenger car tires, light truck replacement tires, and medium truck tires from or through ATD. Any tires that ATD is unable to supply or fulfill from those categories will be excluded from the calculation of our requirements for tires. The initial term of the distribution agreement is five years after the completion of the Earnout Period, with automatic 12-month renewal periods thereafter. The divestiture enables us to focus our resources on our core retail business operations. In connection with this transaction, we recognized a pre-tax gain of \$2.4 million within OSG&A expenses. We also recognized a gain of \$1.1 million on the subsequent sale of related warehouses, net of associated closing costs, within OSG&A expenses. Additionally, we incurred \$1.3 million in costs in connection with restructuring and elimination of certain executive management positions upon completion of the divestiture. The divestiture did not meet the criteria to be reported as discontinued operations in our consolidated financial statements as our decision to divest this business did not represent a strategic shift that will have a major effect on our operations and financial results. For additional information regarding discrete tax impacts because of the divestiture, see [Note 8](#).

Note 3 – Other Current Assets

Other Current Assets			
(thousands)		March 25, 2023	March 26, 2022
Prepaid assets	\$	22,309	\$ 22,517
Divestiture deferred proceeds receivable		19,892	—
Vendor rebates receivable		18,795	17,932
Other		31,896	16,037
Total	\$	92,892	\$ 56,486

Note 4 – Property and Equipment

The major classifications of property and equipment are as follows:

Property and Equipment			
(thousands)		March 25, 2023	March 26, 2022
Land	\$	84,936	\$ 84,050
Buildings and improvements		307,489	297,313
Equipment, signage, and fixtures		310,849	300,792
Vehicles		22,720	38,553
Construction-in-progress		5,735	8,662
Property and equipment		731,729	729,370
Less - Accumulated depreciation		426,740	414,177
Property and equipment, net	\$	304,989	\$ 315,193

Depreciation expense totaled \$40.9 million, \$42.7 million, and \$42.9 million for 2023, 2022, and 2021, respectively.

Note 5 – Goodwill and Intangible Assets

Reconciliation of Changes in Goodwill			
(thousands)		2023	2022
Balance at beginning of period	\$	776,714	\$ 689,524
Current fiscal year acquisitions		6,280	87,277
Current fiscal year divestiture		(46,426)	—
Adjustments to prior fiscal year acquisitions		(111)	(87)
Balance at end of period	\$	736,457	\$ 776,714

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Intangible Assets (thousands)	March 25, 2023				March 26, 2022			
	Gross Carrying Amount		Accumulated Amortization		Gross Carrying Amount		Accumulated Amortization	
Customer lists	\$	31,043	\$	23,967	\$	38,090	\$	24,406
Trade names		16,432		11,139		19,482		11,436
Franchise agreements and reacquired rights		8,800		4,607		8,800		3,848
Other intangible assets		50		50		50		50
Total	\$	56,325	\$	39,763	\$	66,422	\$	39,740

Estimated Weighted Average Useful Lives	Life (Years)
Customer lists	10
Trade names	15
Franchise agreements and reacquired rights	12

Amortization expense was \$3.7 million, \$4.2 million, and \$4.1 million for 2023, 2022, and 2021, respectively.

Estimated Future Amortization Expense (thousands)	Amortization
2024	\$ 3,254
2025	2,896
2026	2,677
2027	2,327
2028	2,182

Note 6 – Long-term Debt

Credit Facility

In April 2019, we entered into a five-year \$600 million revolving credit facility agreement with eight banks (the “Credit Facility”). Interest only is payable monthly throughout the Credit Facility’s term. The borrowing capacity for the Credit Facility of \$600 million includes an accordion feature permitting us to request an increase in availability of up to an additional \$250 million. The Credit Facility initially bore interest at 75 to 200 basis points over the London Interbank Offered Rate (“LIBOR”) (or replacement index) or at the prime rate, depending on the type of borrowing and the rates then in effect.

On June 11, 2020, we entered into a First Amendment to the Credit Facility (the “First Amendment”), which, among other things, amended the terms of certain of the financial and restrictive covenants in the credit agreement through the first quarter of 2022 to provide us with additional flexibility to operate our business. The First Amendment amended the interest rate charged on borrowings to be based on the greater of adjusted one-month LIBOR or 0.75 percent. For the period from June 30, 2020 to June 30, 2021, the minimum interest rate spread charged on borrowings was 225 basis points over LIBOR. Additionally, during the same period, we were permitted to declare, make, or pay any dividend or distribution up to \$38.5 million in the aggregate and the acquisition of stores or other businesses up to \$100 million in the aggregate were permitted if we are in compliance with the financial covenants and other restrictions in the First Amendment and Credit Facility. As of July 1, 2021, the ability of our Board of Directors to declare, make, or pay any dividend or distribution and our ability to acquire stores or other businesses is no longer restricted by the terms of the Credit Facility, as amended by the First Amendment. The Credit Facility requires fees payable quarterly throughout the term between 0.125 percent and 0.35 percent of the amount of the average net availability under the Credit Facility during the preceding quarter.

On October 5, 2021, we entered into a Second Amendment to the Credit Facility (the “Second Amendment”). The Second Amendment amended the interest rate charged on borrowings to be based on the greater of adjusted one-month LIBOR or 0.00 percent. In addition, the Second Amendment updated certain provisions regarding a successor interest rate to LIBOR.

On November 10, 2022, we entered into a Third Amendment to the Credit Facility (the “Third Amendment”). The Third Amendment, among other things, extended the term of the Credit Facility to November 10, 2027 and amended certain of the financial terms in the Credit Agreement, as amended by the Second Amendment. The Third Amendment amended the interest rate charged on borrowings to be based on 0.10 percent over the Secured Overnight Financing Rate (“SOFR”), replacing the previously used LIBOR. In addition, one additional bank was added to the bank syndicate for a total of nine banks now within the syndicate. Except as amended by the First Amendment, Second Amendment and Third Amendment, the remaining terms of the credit agreement remain in full force and effect.

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We are required to maintain an interest coverage ratio, as defined in the Credit Facility, of at least 1.55 to 1. In addition, our ratio of adjusted debt to EBITDAR, as defined in the Credit Facility, cannot exceed 4.75 to 1, subject to certain exceptions under the Credit Facility.

At March 25, 2023 and March 26, 2022, the interest rate spread paid by the Company was 125 basis points over SOFR and 125 basis points over LIBOR, respectively.

Within the Credit Facility, we have a sub-facility of \$80 million available for the purpose of issuing standby letters of credit. The sub-facility requires fees aggregating 87.5 to 212.5 basis points annually of the face amount of each standby letter of credit, payable quarterly in arrears. There was a \$29.6 million outstanding letter of credit as of March 25, 2023 and March 26, 2022.

Mortgages and specific lease financing arrangements with other parties (with certain limitations) are permitted under the Credit Facility. Other specific terms and the maintenance of specified ratios are generally consistent with our prior financing agreement that was replaced with the new agreement entered into in April 2019. Additionally, the Credit Facility is not secured by our real property, although we have agreed not to encumber our real property, with certain permissible exceptions.

There was \$105.0 million outstanding and \$465.4 million available under the Credit Facility as of March 25, 2023.

We were in compliance with all debt covenants as of March 25, 2023.

Long-term debt had a carrying amount and a fair value of \$105.0 million as of March 25, 2023, as compared to a carrying amount and a fair value of \$176.5 million as of March 26, 2022. The carrying value of our debt approximated its fair value due to the variable interest nature of the debt.

Note 7 – Revenue

Automotive undercar repair, tire replacement sales and tire related services represent most of our revenues. We also earn revenue from the sale of tire road hazard warranty agreements as well as commissions earned from the delivery of tires on behalf of certain tire vendors.

Revenue from automotive undercar repair, tire replacement sales and tire related services is recognized at the time the customers take possession of their vehicle or merchandise. For sales to certain customers that are financed through the offering of credit on account, payment terms are established for customers based on our pre-established credit requirements. Payment terms vary depending on the customer and generally are 30 days. Based on the nature of receivables, no significant financing components exist. Sales are recorded net of discounts, sales incentives and rebates, sales taxes, and estimated returns and allowances. We estimate the reduction to sales and cost of sales for returns based on current sales levels and our historical return experience. Such amounts are immaterial to our consolidated financial statements.

Revenues			
(thousands)	2023	2022	2021
Tires ^(a)	\$ 655,113	\$ 716,325	\$ 617,815
Maintenance	356,936	330,732	269,337
Brakes	178,468	174,854	130,179
Steering	109,725	109,793	85,290
Exhaust	22,474	24,398	20,201
Other	2,666	3,226	2,899
Total	\$ 1,325,382	\$ 1,359,328	\$ 1,125,721

(a) Includes the sale of tire road hazard warranty agreements and tire delivery commissions.

Revenue from the sale of tire road hazard warranty agreements is initially deferred and is recognized over the contract period as costs are expected to be incurred, typically 21 to 36 months. The deferred revenue balances at March 25, 2023 and March 26, 2022 were \$22.4 million and \$20.6 million, respectively, of which \$15.4 million and \$14.2 million, respectively, are reported in Deferred revenue and \$7.0 million and \$6.4 million, respectively, are reported in Other long-term liabilities in our Consolidated Balance Sheets.

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Changes in Deferred Revenue

(thousands)	2023	2022
Balance at beginning of period	\$ 20,632	\$ 16,712
Deferral of revenue	23,093	21,047
Deferral of revenue from acquisitions	—	2,156
Recognition of revenue	(21,371)	(19,283)
Balance at end of period	\$ 22,354	\$ 20,632

We expect to recognize \$15.4 million of deferred revenue related to road hazard warranty agreements during our fiscal year ending March 30, 2024 and \$7.0 million of such deferred revenue thereafter.

Under various arrangements, we receive from certain tire vendors, a delivery commission and reimbursement for the cost of the tire that we may deliver to customers on behalf of the tire vendor. The commission we earn from these transactions is as an agent and the net amount retained is recorded as sales.

Note 8 – Income Taxes
Provision for Income Taxes

(thousands)	2023	2022	2021
Current:			
Federal	\$ 11,174	\$ 256	\$ (1,809)
State	2,703	1,442	827
Total current	13,877	1,698	(982)
Deferred:			
Federal	1,855	12,602	10,169
State	2,387	1,417	685
Total deferred	4,242	14,019	10,854
Total provision	\$ 18,119	\$ 15,717	\$ 9,872

Income Tax Rate Reconciliation	2023	2022	2021
Expected U.S. federal income taxes at statutory rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal tax benefit	4.9	3.0	2.9
Tax adjustments ^(a)	5.3	(4.0)	(1.1)
Other	0.5	0.3	(0.5)
Effective tax rate	31.7 %	20.3 %	22.3 %

(a) The 2023 adjustments reflect expense due to the sale of our wholesale tire locations and tire distribution assets as well as the revaluation of deferred tax balances due to changes in the mix of pre-tax income in various U.S. state jurisdictions because of the sale. The 2022 adjustments reflect benefit due to differences in statutory tax rates from a loss year to years in which such net operating loss may be carried back.

As provided under the Coronavirus Aid, Relief and Economic Security Act, a taxpayer must carry net operating losses generated in certain tax years to the earliest tax year in the five-year carryback period. However, these net operating losses are not subject to the 80% of income limitation if they are exhausted during the five-year carryback. Under this provision, Monro has carried back a net operating loss generated in fiscal 2021 to carryback years within the five-year carryback period with a 35% U.S. federal statutory tax rate.

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Net Deferred Tax Asset/(Liability) (thousands)	March 25, 2023		March 26, 2022	
Gross deferred tax assets:				
Lease liabilities	\$	174,055	\$	187,559
Other		25,958		26,382
Total gross deferred tax assets		200,013		213,941
Gross deferred tax liabilities:				
Leased assets		(136,057)		(147,764)
Goodwill		(70,145)		(66,153)
Property and equipment		(20,631)		(22,251)
Other		(878)		(1,180)
Total deferred tax liabilities		(227,711)		(237,348)
Total net deferred tax liability	\$	(27,698)	\$	(23,407)

We have \$8.0 million of state net operating loss carryforwards available as of March 25, 2023. The state net operating loss carryforwards expire in varying amounts through 2043.

We evaluate the realizability of our deferred tax assets on a quarterly basis and establish valuation allowances when it is more likely than not that all or a portion of a deferred tax asset may not be realized. As of March 25, 2023, we concluded, based on the weight of all available positive and negative evidence, that all our deferred tax assets are more likely than not to be realized.

Changes in Liability for Unrecognized Tax Benefits (thousands)	2023		2022		2021
Balance at beginning of period	\$	5,006	\$	5,035	\$ 5,212
Additions based on tax positions related to the current year		97		1,271	915
Additions for tax positions of prior years		—		49	—
Reductions for tax positions of prior years		(224)		—	—
Lapse in statutes of limitation		(1,170)		(1,349)	(1,092)
Balance at end of period	\$	3,709	\$	5,006	\$ 5,035

The total amount of unrecognized tax benefits was \$3.7 million, \$5.0 million, and \$5.0 million at March 25, 2023, March 26, 2022, and March 27, 2021, respectively, the majority of which, if recognized, would affect the effective tax rate.

In the normal course of business, Monro provides for uncertain tax positions and the related interest and penalties and adjusts its unrecognized tax benefits and accrued interest and penalties and, accordingly, we had approximately \$0.1 million of interest and penalties associated with uncertain tax benefits accrued as of March 25, 2023 and March 26, 2022.

We file U.S. federal income tax returns and income tax returns in certain state jurisdictions. Our U.S. federal income tax returns for 2020 – 2022 and various state tax years remain subject to income tax examinations by tax authorities.

Note 9 – Stock Ownership

Holders of at least 60 percent of the Class C convertible preferred stock must approve any action authorized by the holders of Common Stock. In addition, there are certain restrictions on the transferability of shares of Class C convertible preferred stock. In the event of a liquidation, dissolution or winding-up of Monro, the holders of the Class C convertible preferred stock would be entitled to receive \$1.50 per share out of the assets of Monro before any amount would be paid to holders of Common Stock. The conversion value of the Class C convertible preferred stock was \$0.064 per share as of March 25, 2023 and March 26, 2022.

Note 10 – Share-based Compensation

We maintain a long-term incentive plan whereby eligible employees and non-employee directors may be granted non-qualified service condition stock options, non-qualified market condition stock options, restricted stock awards, and restricted stock units. We grant share-based awards to continue to attract and retain employees and to better align employees' interests with those of our shareholders. Monro issues new shares of Common Stock upon the exercise of stock options.

Share-based compensation expense included in cost of sales and OSG&A expense in Monro's Consolidated Statements of Income and Comprehensive Income for 2023, 2022, and 2021 was \$5.7 million, \$4.3 million, and \$2.4 million, respectively, and the related income tax benefit for each year was \$1.4 million, \$1.0 million, and \$0.6 million, respectively.

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Monro currently grants stock option awards, shares of restricted stock and restricted stock units under the 2007 Incentive Stock Option Plan (the “2007 Plan”), as amended and restated effective August 2017. At March 25, 2023, there were a total of 5,001,620 shares and 740,298 shares that were authorized and available for grant under the 2007 Plan, respectively.

Non-Qualified Stock Options

Generally, employee options vest over a four-year period, and have a duration of six years. Outstanding options are exercisable for various periods through March 2029.

Stock Option Activity	Stock Options	Weighted average Exercise Price	Weighted average Remaining Contractual Term (years)	Aggregate Intrinsic Value ^(a)
Outstanding as of March 26, 2022	530,604	\$ 61.13		
Granted	139,629	44.97		
Exercised	(16,133)	45.47		
Canceled	(120,082)	61.11		
Outstanding as of March 25, 2023	534,018	\$ 57.39	3.78	\$ 549,083
Vested and exercisable as of March 25, 2023	274,975	\$ 61.51	2.05	\$ 84,292

(a) Total shares valued at the market price of the underlying stock as of March 25, 2023 less the exercise price.

As of March 25, 2023, the total unrecognized compensation expense related to unvested stock option awards was \$2.3 million, which is expected to be recognized over a weighted average period of approximately two years. The weighted average grant date fair value of options granted during 2023, 2022, and 2021 was \$12.73, \$13.96, and \$12.53, respectively. The total fair value of stock options vested during 2023, 2022, and 2021 was \$1.7 million, \$1.0 million, and \$2.0 million, respectively.

Stock Option Exercises (millions)	2023	2022	2021
Total intrinsic value of stock options exercised	\$ 0.1	\$ 0.5	\$ 1.5
Cash received for exercise price	0.7	2.1	6.3
Income tax benefit	—	—	—

Restricted Stock

Monro issues restricted stock and restricted stock units to certain members of management as well as non-employee directors of the Company. Restricted stock units represent shares issued upon vesting in the future whereas restricted stock awards represent shares issued upon grant that are restricted. The fair value for restricted stock units and restricted stock awards is calculated based on the stock price on the date of grant. Restricted stock units do not have voting rights but earn dividends during the vesting period. The recipients of the restricted stock awards have voting rights and earn dividends during the vesting period. The dividends are paid to the recipient at the time the restricted stock or restricted stock unit becomes vested. If the recipient leaves Monro prior to the vesting date for any reason, the shares of restricted stock, or the shares underlying the restricted stock unit, and the dividends accrued on those shares will be forfeited and returned to Monro. The restricted stock units and awards vest equally over three years or four years.

During 2022, the Company granted 40,000 restricted stock units in connection with the appointment of its new President and Chief Executive Officer effective April 5, 2021. 20,000 restricted stock units are time vesting. 20,000 restricted stock units will vest upon the Company’s common stock price meeting certain market conditions between April 2021 and December 2023.

In 2023 and 2022, the Company issued a limited number of restricted stock units to members of senior management which may vest upon the achievement of a three-year average return on invested capital target.

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Non-vested Restricted Stock Activity	Restricted Shares		Weighted average Grant-date Fair Value per Share
Outstanding as of March 26, 2022	153,056	\$	58.38
Granted	129,491		46.43
Vested	(46,586)		59.64
Forfeited	(20,030)		58.57
Outstanding as of March 25, 2023	215,931	\$	50.92

As of March 25, 2023, the total unrecognized compensation expense related to unvested restricted shares was \$5.9 million, which is expected to be recognized over a weighted average period of approximately two years. The weighted average grant date fair value of restricted shares granted during 2023, 2022, and 2021 was \$46.43, \$58.06, and \$52.75, respectively. The total fair value of restricted shares vested during 2023, 2022, and 2021 was \$2.8 million, \$1.0 million, and \$1.4 million, respectively.

Note 11 – Earnings per Common Share

Earnings per Common Share			
(thousands, except per share data)			
	2023	2022	2021
Numerator for earnings per common share calculation:			
Net income	\$ 39,048	\$ 61,568	\$ 34,319
Less: Preferred stock dividends	(515)	(469)	(438)
Income available to common stockholders	\$ 38,533	\$ 61,099	\$ 33,881
Denominator for earnings per common share calculation:			
Weighted average common shares - basic	32,144	33,527	33,329
Effect of dilutive securities:			
Preferred stock	460	460	503
Stock options	—	12	26
Restricted stock	49	39	18
Weighted average common shares - diluted	32,653	34,038	33,876
Basic earnings per common share	\$ 1.20	\$ 1.82	\$ 1.02
Diluted earnings per common share	\$ 1.20	\$ 1.81	\$ 1.01

The computation of diluted earnings per common share for 2023, 2022, and 2021 excludes the effect of the assumed exercise of approximately 658,000, 460,000, and 456,000 of stock options, respectively, as the exercise price of these options was greater than the average market value of our common stock for those periods, resulting in an anti-dilutive effect on diluted earnings per common share.

Note 12 – Leases

We lease certain retail stores, office space and land as well as service contracts that are considered leases.

Our leases have remaining lease terms, including renewals reasonably certain to be exercised, of less than one year to approximately 35 years. Most of our leases include one or more options to extend the lease, for periods ranging from three years to 25 years or more.

Historical failed sale leasebacks that were assumed through acquisitions and do not qualify for sale leaseback accounting continue to be accounted for as financing obligations. As of March 25, 2023 and March 26, 2022, net assets of \$3.7 million and \$4.3 million, respectively, and liabilities of \$6.5 million and \$6.9 million, respectively, due to failed sale leaseback arrangements were included with finance lease assets and liabilities, respectively, on the Consolidated Balance Sheets.

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Lease Cost		2023	2022	2021
(thousands)				
Operating lease cost	\$	41,308	\$ 38,947	\$ 35,998
Finance lease/financing obligations cost:				
Amortization of leased assets		32,515	34,369	30,428
Interest on lease liabilities		16,099	18,346	18,344
Short term and variable lease cost		1,495	1,425	321
Sublease income		(115)	(102)	(95)
Total lease cost	\$	91,302	\$ 92,985	\$ 84,996

Maturity of Lease Liabilities		Operating Leases ^(a)	Finance Leases and Financing Obligations ^(b)
(thousands)			
2024	\$	44,461	\$ 53,981
2025		41,373	51,169
2026		37,942	48,815
2027		33,682	46,211
2028		27,193	44,278
Thereafter		79,013	170,842
Total undiscounted lease obligations	\$	263,664	\$ 415,296
Less: imputed interest		(35,037)	(80,033)
Present value of lease obligations	\$	228,627	\$ 335,263

(a) Operating lease obligations include \$57.6 million related to options to extend operating leases that are reasonably certain of being exercised.

(b) Finance lease payments include \$88.5 million related to options to extend finance leases that are reasonably certain of being exercised.

Total lease payments exclude \$2.7 million of legally binding minimum lease payments for leases signed but not yet commenced.

Lease Term and Discount Rate	2023	2022	2021
Weighted average remaining lease term (years)			
Operating leases	7.8	8.2	8.6
Finance leases and financing obligations	9.1	9.7	10.3
Weighted average discount rate			
Operating leases	3.38 %	3.05 %	2.96 %
Finance leases and financing obligations	5.67 %	5.77 %	6.2 %

Other Information	2023	2022	2021
(thousands)			
Cash paid for amounts included in measurement of lease obligations:			
Operating cash flows from operating leases	\$ 42,579	\$ 39,426	\$ 34,931
Operating cash flows from finance leases and financing obligations	16,327	18,400	18,602
Financing cash flows from finance leases and financing obligations	39,512	39,408	33,032

Note 13 – Defined Benefit and Defined Contribution Plans

Defined Benefit Plan

We have a defined benefit pension plan covering employees who met eligibility requirements. This plan is closed to new participants. Eligibility and the level of benefits under the plan were primarily dependent on date of hire, age, length of service and compensation. The funding policy for our plan is consistent with the funding requirements of U.S. federal law and regulations. The measurement date used to determine the pension plan measurements disclosed herein is March 31 for both 2023 and 2022.

The funded/(underfunded) status of Monro's defined benefit plan is recognized as an Other non-current asset/Other long-term liability in the Consolidated Balance Sheets as of March 25, 2023 and March 26, 2022, respectively.

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Funded (Underfunded) Status

(thousands)		2023	2022
Projected benefit obligations	\$	17,104	\$ 20,826
Fair value of plan assets		17,176	20,464
Funded (Underfunded) status	\$	72	\$ (362)

Contributions and Estimated Future Benefit Payment

Our obligations to plan participants can be met over time through a combination of Company contributions to these plans and earnings on plan assets. There are no required or expected contributions in our fiscal year ending March 30, 2024 ("fiscal 2024") to the plan. However, depending on investment performance and plan funded status, we may elect to make a contribution.

Estimated Future Benefit Payments

(thousands)		Pension Benefits
2024	\$	1,102
2025		1,123
2026		1,169
2027		1,197
2028		1,214
2029 - 2033		6,297

Cost of Plans
Net Pension Benefits Expense

(thousands)		2023		2022		2021
Interest cost on projected benefit obligation	\$	683	\$	638	\$	692
Expected return on plan assets		(982)		(1,041)		(1,162)
Amortization of unrecognized actuarial loss		378		501		892
Total	\$	79	\$	98	\$	422

Assumptions

Benefit Obligation Weighted Average Assumption	2023	2022
Discount rate	4.94 %	3.58 %

Net Periodic Benefit Expense Weighted Average Assumptions	2023	2022	2021
Discount rate	3.58 %	3.01 %	3.34 %
Expected long-term rate of return on plan assets	5.00 %	5.00 %	6.50 %

Our expected long-term rate of return on plan assets assumption is based upon historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the pension portfolio.

Benefit Obligation
Change in Projected Benefit Obligation

(thousands)		2023	2022
Benefit obligation at beginning of year	\$	20,826	\$ 22,096
Interest cost		683	638
Actuarial gain		(3,290)	(1,211)
Benefits paid		(1,115)	(697)
Benefit obligation at end of year ^(a)	\$	17,104	\$ 20,826

(a) Accumulated benefit obligation-the present value of benefits earned to date assuming no future salary growth-is materially consistent with the projected benefit obligation in each period presented.

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Plan Assets

Change in Plan Assets

(thousands)		2023	2022
Fair value of plan assets at beginning of year	\$	20,464	\$ 21,666
Actual loss on plan assets		(2,173)	(505)
Benefits paid		(1,115)	(697)
Fair value of plan assets at end of year	\$	17,176	\$ 20,464

Our asset allocation strategy is to conservatively manage the assets to meet the plan's long-term obligations while maintaining sufficient liquidity to pay current benefits. This is achieved by holding equity investments while investing a portion of assets in long duration bonds to match the long-term nature of the liabilities.

Asset Category	Current Targeted Allocation	Actual Allocation	
		2023	2022
Cash and cash equivalents		0.7 %	0.8 %
Fixed income	60.0 %	62.7 %	62.6 %
Equity securities	40.0 %	36.6 %	36.6 %
Total	100.0 %	100.0 %	100.0 %

Fair Value Measurements

(thousands)	Pricing Category ^(a)	Fair Value at	
		March 25, 2023	March 26, 2022
Assets in the fair value hierarchy			
Shares of registered investment companies	Level 1	\$ 11,200	\$ 7,642
Corporate bonds	Level 2	—	12,822
Total assets in the fair value hierarchy		11,200	20,464
Common collective trusts ^(b)		5,855	—
Pooled separate accounts ^(b)		121	—
Total plan assets		\$ 17,176	\$ 20,464

(a) Fair value measurements are reported in one of three levels based on the lowest level of significant input used: Level 1 (unadjusted quoted prices in active markets); Level 2 (observable market inputs, other than quoted prices included in Level 1); and Level 3 (unobservable inputs that cannot be corroborated by observable market data). The fair value amounts presented in this table are intended to permit reconciliation of the assets in the fair value hierarchy to total plan assets at end of year.

(b) Certain investments measured at net asset value as a practical expedient have not been classified in the fair value hierarchy. The fair values presented are intended to permit reconciliation of the total assets in the fair value hierarchy to the total plan assets.

Amounts included in Shareholders' Equity

Amounts in Accumulated Other Comprehensive Loss

(thousands)		2023	2022
Unamortized net actuarial loss	\$	5,467	\$ 5,981
Amounts in Accumulated Other Comprehensive Loss ^(a)	\$	5,467	\$ 5,981

(a) \$4,115 and \$4,494, net of tax, at the end of 2023 and 2022, respectively.

Amounts included in Comprehensive Income

Amounts in Other Comprehensive Income

(thousands)		2023	2022	2021
Net actuarial income	\$	513	\$ 166	\$ 3,027
Amounts in Other Comprehensive Income ^(a)	\$	513	\$ 166	\$ 3,027

(a) \$379, \$125, and \$2,270, net of tax, during 2022, 2021, and 2020, respectively.

Defined Contribution Plan

Our employees are eligible to participate in a defined contribution 401(k) plan that covers full-time employees who meet the age and service requirements of the plan. The plan is funded by employee and employer contributions. We match 50 percent of the first 6 percent of employee contributions. Employer contributions totaled approximately \$1.7 million, \$2.0 million, and \$1.6 million for 2023, 2022, and 2021, respectively. We may also make annual profit-sharing contributions to the plan at the discretion of Monro's Compensation Committee of the Board of Directors.

In addition, we maintain an executive deferred compensation plan (the "Executive Deferred Compensation Plan") for a broad management group whose participation in our 401(k) plan is limited by statute or regulation. The Executive Deferred Compensation Plan permits participants to defer all or any portion of the compensation that would otherwise be payable to them for the calendar year. We credit to the participants' accounts such amounts as would have been contributed to Monro's 401(k) plan but for the limitations that are imposed by statute or regulation. The Executive Deferred Compensation Plan is an unfunded arrangement and the participants or their beneficiaries have an unsecured claim against the general assets of Monro to the extent of their Executive Deferred Compensation Plan benefits. We maintain accounts to reflect the amounts owed to each participant. At least annually, the accounts are credited with earnings or losses calculated based on an interest rate or other formula as determined by Monro's Compensation Committee. The total liability recorded in our financial statements at March 25, 2023 and March 26, 2022 related to the Executive Deferred Compensation Plan was approximately \$2.0 million and \$1.8 million, respectively.

Note 14 – Commitments and Contingencies**Commitments**

Commitments Due by Period (thousands)	Total	Within 1 Year	2 to 3 Years	4 to 5 Years	After 5 Years
Principal payments on long-term debt	\$ 105,000			\$ 105,000	
Finance lease commitments/financing obligations ^(a)	415,296	\$ 53,981	\$ 99,984	\$ 90,489	\$ 170,842
Operating lease commitments ^(a)	263,664	44,461	79,315	60,875	79,013
Total	\$ 783,960	\$ 98,442	\$ 179,299	\$ 256,364	\$ 249,855

(a) Finance and operating lease commitments represent future undiscounted lease payments and include \$88.5 million and \$57.6 million, respectively, related to options to extend lease terms that are reasonably certain of being exercised.

We believe that we can fulfill our commitments utilizing our cash flow from operations and, if necessary, cash on hand and/or bank financing.

Contingencies

We are currently a party to various claims and legal proceedings incidental to the conduct of our business. If management believes that a loss arising from any of these matters is probable and can reasonably be estimated, we will record the amount of the loss, or the minimum estimated liability when the loss is estimated using a range, and no point within the range is more probable than another. As additional information becomes available, any potential liability related to these matters is assessed and the estimates are revised, if necessary. Litigation is subject to inherent uncertainties, and unfavorable rulings could occur and may include monetary damages. If an unfavorable ruling were to occur, there exists the possibility of a material adverse impact on the financial position and results of operations of the period in which any such ruling occurs, or in future periods.

An action was filed against us on June 12, 2020 in the U.S. District Court for the Western District of Pennsylvania by Mark Cerini. The plaintiff, who is a former service store manager, sought certification to represent similarly situated store managers in a nationwide collective action for unpaid overtime wages, damages, and attorneys' fees. Plaintiff alleged violations of the Fair Labor Standards Act and various state laws relating to, among other things, overtime, and unpaid wages. The parties entered into a settlement agreement to resolve this matter that was approved by the court. We included the settlement amount of \$3.8 million in OSG&A expenses in our Consolidated Statement of Income and Comprehensive Income for the matter during 2022. We paid this settlement in 2022 and do not expect to incur additional expenses with respect to the settlement.

A purported class action filed in March 2021 and a related Private Attorneys General Action (PAGA) filed in September 2021 in Los Angeles County Superior Court of California alleges we violated the rights of certain hourly, non-exempt employees in California under state wage and hour laws. The parties entered into a settlement agreement to resolve this matter that remains subject to approval by the court. We included \$2.0 million in OSG&A expenses in our Consolidated Statements of Income and Comprehensive Income for the matter during 2023.

Note 15 – Share Repurchase

On May 19, 2022, our Board of Directors authorized a share repurchase program for the repurchase of up to \$150 million of shares of our common stock. The Board of Directors did not specify a date upon which the authorization will expire. Shares repurchased under this authorization will become treasury shares.

We periodically repurchased shares of our common stock under the repurchase program through open market transactions.

Share Repurchase Activity		2023
(thousands, except per share data)		
Number of shares purchased		2,201.3
Average price paid per share	\$	44.00
Total repurchased	\$	96,853

On August 16, 2022, the Inflation Reduction Act of 2022 (“IRA”) was enacted into law. The IRA includes a one percent excise tax on stock repurchases. The new excise tax equals one percent of the fair market value of the stock repurchased, less the fair market value of stock issued, and applies to repurchases of stock after December 31, 2022. No excise tax was paid during 2023.

Note 16 – Subsequent Events

In May 2023, our Board of Directors declared a cash dividend of \$0.28 per common share or common share equivalent to be paid to shareholders of record as of June 5, 2023. The dividend will be paid on June 19, 2023.

On May 12, 2023, we entered into a reclassification agreement (the “Reclassification Agreement”) with the holders of our Class C convertible preferred stock (the “Class C Holders”) in support of our plan to reclassify our equity capital structure to eliminate the Class C convertible preferred stock (the “Class C Preferred Stock”), subject to shareholder approval.

The Reclassification Agreement provides that, subject to the satisfaction of certain conditions, we will file amendments to our certificate of incorporation (the “Certificate of Incorporation”) to create a mandatory conversion of any outstanding shares of Class C Preferred Stock prior to an agreed sunset date. In exchange for this sunset of the Class C Preferred Stock, the conversion rate of Class C Preferred Stock will be adjusted so that each share of Class C Preferred Stock will convert into 61.275 shares of common stock (the “adjusted conversion rate”), an increase from the current conversion rate of 23.389 shares of common stock for each share of Class C Preferred Stock under the Certificate of Incorporation. At the end of the sunset period, all shares of Class C Preferred Stock remaining outstanding will be automatically converted into shares of common stock at the adjusted conversion rate. The Reclassification Agreement also provides that, during the sunset period, the Class C Holders will have the right to appoint one member of the board of directors. This designee is expected to be Peter J. Solomon, who is one of the Company’s current directors and one of the Class C Holders.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures*Disclosure Controls and Procedures*

Disclosure controls and procedures are designed with the objective of ensuring that information required to be disclosed in the Company's reports filed under the Exchange Act, such as this report, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures are also designed with the objective of ensuring that such information is accumulated and communicated to the Company's management, including the Company's principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

As of the end of the period covered by this report, the Company carried out an evaluation, under the supervision and with the participation of the Company's principal executive officer and principal financial officer, of the effectiveness of disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on such evaluation, the Company's principal executive officer and principal financial officer have concluded that as of March 25, 2023, the end of the period covered by this report, the Company's disclosure controls and procedures were effective.

Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting. Monro's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with accounting principles generally accepted in the United States of America. Management conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that Monro's internal control over financial reporting was effective as of March 25, 2023, the end of our fiscal year. The effectiveness of Monro's internal control over financial reporting as of March 25, 2023 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein. For the Report on Management's Assessment of Internal Control Over Financial Reporting and the Report of Independent Registered Public Accounting Firm, see [Part II, Item 8, "Financial Statements and Supplementary Data"](#).

Changes in Internal Control Over Financial Reporting

The Company also carried out an evaluation of the internal control over financial reporting to determine whether any changes occurred during the fiscal quarter ended March 25, 2023. Based on such evaluation, there have been no changes in the Company's internal control over financial reporting that occurred during the Company's most recently completed fiscal quarter ended March 25, 2023, that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

In December 2022, the Company amended and restated the Monro, Inc. Pension Plan to incorporate all plan amendments to date and simplify certain administrative practices effective as of January 1, 2022.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Certain information required by Part III is incorporated by reference from Monro's Definitive Proxy Statement for its 2023 Annual Meeting of Shareholders to be held on August 15, 2023 ("Proxy Statement").

Item 10. *Directors, Executive Officers and Corporate Governance*

The following sections of the Proxy Statement are incorporated herein by reference:

- Proposal No. 1 – Election of Class 2 Directors
- Proposal No. 2 – Election of Class 1 Directors
- Corporate Governance Practices and Policies
- Our Executive Officers
- Delinquent Section 16(a) Reports

Monro's directors and executive officers are subject to the provisions of Monro's Code of Ethics for All Board Members, Executive Officers and Management Teammates (the "Code"), which is available in the Investors – Corporate Governance section of Monro's website, <https://corporate.monro.com/investors>. Changes to the Code and any waivers are also posted on Monro's website in the Investor Information section.

Item 11. *Executive Compensation*

The following sections of the Proxy Statement are incorporated herein by reference:

- Proposal No. 3 – Advisory Vote to Approve Executive Compensation
- Executive Compensation

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

The following sections of the Proxy Statement are incorporated herein by reference:

- Security Ownership of Certified Beneficial Owners and Management

Information concerning Monro's shares authorized for issuance under its equity-based compensation plans at March 25, 2023 is incorporated herein by reference to the section captioned "Executive Compensation – Equity Compensation Plan Information" in the Proxy Statement.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

The following sub-sections within the Corporate Governance Practices and Policies section of the Proxy Statement are incorporated herein by reference:

- Board Independence
- Certain Relationships and Related Party Transactions

Item 14. *Principal Accountant Fees and Services*

The following sections of the Proxy Statement are incorporated herein by reference:

- Proposal No. 5 – Ratification of Appointment of Independent Registered Public Accounting Firm

PART IV

Item 15. Exhibits and Financial Statement Schedules

The following information required under this item is filed as part of this report:

(a) Financial Statements

- [Consolidated Balance Sheets](#) as of March 25, 2023 and March 26, 2022
- [Consolidated Statements of Income and Comprehensive Income](#) for the Years Ended March 25, 2023, March 26, 2022, and March 27, 2021
- [Consolidated Statements of Changes in Shareholders' Equity](#) for the Years Ended March 25, 2023, March 26, 2022, and March 27, 2021
- [Consolidated Statements of Cash Flows](#) for the Years Ended March 25, 2023, March 26, 2022, and March 27, 2021
- [Notes to Consolidated Financial Statements](#)
- [Report of Independent Registered Public Accounting Firm](#)

Financial Statement Schedules

None.

Other schedules have not been included either because they are not applicable or because the information is included elsewhere in this Report.

(b) Exhibits

Exhibit No.	Document
3.01	Restated Certificate of Incorporation of the Company, dated July 23, 1991, with Certificate of Amendment, dated November 1, 1991. (Filed in paper form as SEC File No: 0-19357, 1992 Form 10-K, Exhibit No. 3.01)
3.01a	Certificate of Change of the Certificate of Incorporation of the Company, dated January 26, 1996. (August 2004 Form S-3, Exhibit No. 4.1(b))
3.01b	Certificate of Amendment to Restated Certificate of Incorporation, dated April 15, 2004. (August 2004 Form S-3, Exhibit No. 4.1(c))
3.01c	Certificate of Amendment to Restated Certificate of Incorporation, dated October 10, 2007. (2008 Form 10-K, Exhibit No. 3.01c)
3.01d	Certificate of Amendment to Restated Certificate of Incorporation, dated August 1, 2012. (2013 Form 10-K, Exhibit No. 3.01d)
3.01e	Certificate of Amendment to Restated Certificate of Incorporation, dated August 15, 2017. (August 2017 Form 8-K, Exhibit No. 3.01e)
3.02	Amended and Restated By-Laws of the Company, dated May 13, 2021. (May 2021 Form 8-K, Exhibit No. 3.02)
4.01	Description of Registrant's Securities (2019 Form 10-K, Exhibit No. 4.01)
10.01	2007 Stock Incentive Plan, effective as of June 29, 2007. (May 2008 Form S-8, Exhibit No. 4)*
10.01a	Amendment No. 1 to the 2007 Stock Incentive Plan, dated August 9, 2007. (May 2008 Form S-8, Exhibit No. 4.1)*
10.01b	Amendment No. 2 to the 2007 Stock Incentive Plan, dated September 27, 2007. (May 2008 Form S-8, Exhibit No. 4.2)*
10.01c	Amendment No. 3 to the 2007 Stock Incentive Plan, dated August 10, 2010. (August 2010 Form 8-K, Exhibit No. 10.1)*
10.01d	Amendment No. 4 to the 2007 Stock Incentive Plan, dated May 16, 2012. (2012 Form 10-K, Exhibit No. 10.01d)*
10.01e	Amendment No. 5 to the 2007 Stock Incentive Plan, dated June 28, 2013. (2013 Proxy, Exhibit A)*
10.01f	Amendment No. 6 to the 2007 Stock Incentive Plan, dated June 28, 2013. (2014 Form 10-K, Exhibit No. 10.01f)*
10.02	Amended and Restated 2007 Stock Incentive Plan, dated effective August 15, 2017. (2017 Proxy, Exhibit A)*
10.02a	Form of Restricted Stock Unit Award Agreement under Amended and Restated 2007 Stock Incentive Plan. (May 2022 Form 10-K, Exhibit No. 10.02a)*
10.02b	Form of Performance Stock Unit Award Agreement under Amended and Restated 2007 Stock Incentive Plan. (May 2022 Form 10-K, Exhibit No. 10.02b)*
10.03	Monro, Inc. Deferred Compensation Plan, dated January 1, 2005, and last amended and restated as of December 31, 2021. (May 2022 Form 10-K, Exhibit No. 10.03)*
10.04	Monro, Inc. Pension Plan, adopted December 21, 2022 and effective January 1, 2022 *
10.05	Monro Muffler Brake, Inc. Profit Sharing Plan, adopted May 1, 1960, and last amended and restated as of December 8, 2014. (2015 Form 10-K, Exhibit No. 10.05)*
10.05a	First Amendment to December 8, 2014 Restatement to the Monro Muffler Brake, Inc. Profit Sharing Plan, dated December 10, 2015 and effective as of April 1, 2015. (December 2015 Form 10-Q, Exhibit No. 10.05a)*
10.06	Monro, Inc. Executive Deferred Compensation Plan, dated December 9, 2021 and effective as of January 1, 2022. (May 2022 Form 10-K, Exhibit No. 10.06)*
10.07	Reclassification Agreement, dated as of May 12, 2023, by and among Monro, Inc. and the Holders of Class C Convertible Preferred Stock Named Therein (May 2023 Form 8-K, Exhibit No. 10.07)
10.1	Asset Purchase Agreement, among American Tire Distributors, Inc., Monro, Inc. and Monro Service Corporation, dated as of May 13, 2022 (May 2022 Form 8-K, Exhibit 10.1)**
10.19	Security Agreement, dated as of January 25, 2016, by and among the Company, Monro Service Corporation, Car-X, LLC and Citizens Bank, N.A., as Administrative Agent for the lenders party to the Credit Agreement. (December 2015 Form 10-Q, Exhibit No. 10.19)
10.20	Guaranty, dated as of January 25, 2016, of Car-X, LLC and Monro Service Corporation. (December 2015 Form 10-Q, Exhibit No. 10.20)
10.21	Negative Pledge Agreement, dated as of January 25, 2016, by and among the Company, Monro Service Corporation, Car-X, LLC and Citizens Bank, N.A., as Administrative Agent for the lenders party to the Credit Agreement. (December 2015 Form 10-Q, Exhibit No. 10.21)
10.22	Amended Credit Agreement, dated as of April 25, 2019 (April 2019 Form 8-K, Exhibit No. 10.22)
10.22a	Amendment No.1 to Amended and Restated Credit Agreement, dated as of June 11, 2020 (June 2020 Form 8-K, Exhibit No. 10.22a)

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SUPPLEMENTAL INFORMATION

Exhibit No.	Document
10.22b	Amendment No.2 to Amended and Restated Credit Agreement, dated as of October 5, 2021 (October 2021 Form 8-K, Exhibit No. 10.22b)
10.22c	Amendment No. 3 to Amended and Restated Credit Agreement, dated as of November 10, 2022 (January 2023 Form 10-Q, Exhibit 10.22c)
10.60	Lease Agreement, dated as of November 1, 2011, between Monro Service Corporation and the County of Monroe Industrial Development Agency. (2012 Form 10-K, Exhibit No. 10.60)
10.61	Leaseback Agreement, dated November 1, 2011, between the County of Monroe Industrial Development Agency and Monro Service Corporation. (2012 Form 10-K, Exhibit No. 10.61)
10.67	Letter agreement, effective April 15, 2021, between the Company and Maureen Mulholland. (April 2021 Form 8-K, Exhibit No. 10.67)*
10.68	Employment Agreement by and between the Company and Brian J. D'Ambrosia, dated December 21, 2020. (December 2020 Form 8-K, Exhibit No. 10.67)*
10.69	Letter Agreement, effective September 30, 2019, between the Company and Robert Rajkowski. (September 2019 Form 10-Q, Exhibit No. 10.69)*
10.71	Employment Agreement by and between the Company and Michael T. Broderick, dated March 12, 2021. (2021 Form 10-K, Exhibit 10.71)*
10.72	Employment Agreement by and between the Company and Matt Henson, dated July 6, 2021 (June 2021 Form 10-Q, Exhibit 10.72)*
10.73†	Supply Agreement, dated as of November 4, 2020, between Monro Service Corporation, MNRO Service Holdings, LLC and Valvoline LLC. (November 2020 Form 10-Q, Exhibit No. 10.73)
10.74	Distribution and Fulfillment Agreement by and between Monro, Inc. and American Tire Distributors, Inc., dated June 17, 2022. (August 2022 Form 10-Q, Exhibit No. 10.74)**
10.77	Monro Muffler Brake, Inc. Management Incentive Compensation Plan, effective as of June 1, 2002. (2002 Form 10-K, Exhibit No. 10.77)*
21.01	Subsidiaries of the Company.
23.01	Consent of PricewaterhouseCoopers LLP.
24.01	Powers of Attorney.
31.1	Certification of Michael T. Broderick, President and Chief Executive Officer.
31.2	Certification of Brian J. D'Ambrosia, Executive Vice President – Finance and Chief Financial Officer.
32.1	Certification Pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).
101.INS	XBRL Instance Document
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase
101.SCH	XBRL Taxonomy Extension Schema Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Management contract or compensatory plan or arrangement.

† Certain portions of this exhibit have been omitted (indicated by asterisks) pursuant to Item 601(b) of Regulation S-K of the Securities Act of 1933, as amended, because such omitted information is (i) not material and (ii) would be competitively harmful if publicly disclosed.

** Schedules and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K of the Securities Act of 1933, as amended. The Company will furnish a copy of any omitted schedule or similar attachment to the Securities and Exchange Commission upon request.

Item 16. Form 10-K Summary

None.

SUPPLEMENTAL INFORMATION

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MONRO, INC.

By: /s/ Michael T. Broderick
Michael T. Broderick
Chief Executive Officer and President

Date: May 22, 2023

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael T. Broderick</u> Michael T. Broderick	President and Chief Executive Officer (Principal Executive Officer)	May 22, 2023
<u>/s/ Brian J. D'Ambrosia</u> Brian J. D'Ambrosia	Executive Vice President – Finance, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 22, 2023
<u>/s/ Robert E. Mellor*</u> Robert E. Mellor	Chairman of the Board, Director	May 22, 2023
<u>/s/ John L. Auerbach*</u> John L. Auerbach	Director	May 22, 2023
<u>/s/ Lindsay N. Hyde*</u> Lindsay N. Hyde	Director	May 22, 2023
<u>/s/ Leah C. Johnson*</u> Leah C. Johnson	Director	May 22, 2023
<u>/s/ Stephen C. McCluski*</u> Stephen C. McCluski	Director	May 22, 2023
<u>/s/ Peter J. Solomon*</u> Peter J. Solomon	Director	May 22, 2023
<u>/s/ Hope B. Woodhouse*</u> Hope B. Woodhouse	Director	May 22, 2023

* By: /s/ Michael T. Broderick
Michael T. Broderick, as Attorney-in-Fact

**MONRO, INC.
PENSION PLAN**

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FOREWORD

Monro, Inc. maintains the Monro, Inc. Pension Plan (the “Plan”) in order to provide retirement benefits for its eligible employees, Monro, Inc. The Plan was adopted February 1, 1972 and was formerly known as the Monro Muffler Brake, Inc. Retirement Plan. Effective December 31, 1999, the Plan was frozen, and no further benefits have accrued under the Plan following that date.

The Plan is intended to comply with the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, and Sections 401(a) and 501(a) of the Internal Revenue Code of 1986.

This amendment and restatement of the Plan is effective January 1, 2022, except to the extent otherwise specifically provided herein.

SECTION 1 DEFINITIONS

The following words and phrases shall have the meanings set forth below unless a different meaning is plainly required by the context. Wherever any words are used in the singular, they shall be construed as though they were used in the plural in all appropriate cases.

“Accrued Benefit”

means the retirement benefit a Participant would receive at his or her Normal Retirement Date as determined under Section 3.1(b), multiplied by a fraction, not greater than 1, the numerator of which is the Participant’s total number of Years of Service as of the date of determination and the denominator of which is the aggregate number of Years of Service the Participant would have accumulated if he or she had continued his or her employment until the earlier of his or her (a) Special Early Retirement Date or (b) Normal Retirement Date.

“Actuarial Equivalent”

with respect to a benefit means a benefit of equivalent value when computed on the basis of the actuarial assumptions indicated in the applicable Exhibit to the Plan.

“Annuity Starting Date”

means the first day of the first period for which an amount is paid as an annuity or any other form.

“Appropriate Form”

means the written form provided or prescribed by the Committee for the particular purpose.

“Average Monthly Compensation”

means the Compensation paid by the Company to a Participant during those last ten consecutive Plan Years prior to the Plan Year in which the Participant’s retirement occurs, divided by the number of Plan Years times 12. If a Participant has less than 10 full consecutive Plan Years from his or her date of employment to his or her date of termination, his or her Average Monthly Compensation will be the Compensation paid by the Company to a participant during the most recently completed full Plan Years, but no more than ten, divided by the number of Plan Years times 12.

Compensation subsequent to termination of participation pursuant to Section 2.7 shall not be recognized.

“Beneficiary”

means the person(s), estate or trust designated by a Participant pursuant to Section 5.4.

“Board of Directors” or “Board”

means the Board of Directors of Monro, Inc.

“Code”

means the Internal Revenue Code of 1986 as amended from time to time. Reference to a specific provision of the Code shall include such provision, any valid regulation or ruling

promulgated thereunder and any comparable provision of future law that amends, supplements or supersedes such provision.

“Committee”

means the administrative committee appointed by the Board to manage and administer the Plan in accordance with the provisions of Section 7 hereof.

“Company”

means Monro, Inc. and any successor to such corporation by merger, purchase, reorganization or otherwise.

“Compensation”

means the total wages, salaries or other cash payments paid by the Employer, during the Plan Year, including the amount of any payments directly made by the Company to an Employee for non-work related sickness or disability for up to the first 90 days of such sickness or disability, and the amount of any reductions in the Participant’s otherwise payable compensation attributable to any “cafeteria plan” maintained by an Employer under Code Section 125, and excluding the following:

- (a) the amount of any payment (including any amount paid by an employer for insurance or annuities, or into a fund, to provide for any such payment) made to, or on behalf of, an employee or any of his or her dependents under a plan or system established by an employer which makes provision for his or her employees generally (or for his or her employees generally and their dependents) or for a class or classes of his or her employees (or for a class or classes of his or her employees and their dependents), on account of (i) sickness or accident disability which are received under a workers’ compensation law, or (ii) medical or hospitalization expenses in connection with sickness or accident disability, or (iii) death, except that this paragraph does not apply to a payment for group term life insurance to the extent that such payment is includible in the gross income of the employee,
 - (b) any payment on account of sickness or accident disability, or medical or hospitalization expenses in connection with sickness or accident disability, made by an employer to, or on behalf of, an employee after the expiration of 6 calendar months following the last calendar month in which the employee worked for such employer,
 - (c) the payment by an employer (without deduction from the remuneration of the employee) (i) of the tax imposed upon an employee under Code Section 3101, or (ii) of any payment required from an employee under a State unemployment compensation law,
 - (d) imputed income,
 - (e) reimbursed expenses,
 - (f) any contributions or benefits arising in connection with this Plan or in connection with any other employee benefit or welfare plan of the Company (except as otherwise noted elsewhere in this Section 1.11).
 - (g) any payment made by an Employer to an Employee, if at the time such payment is made such Employee is entitled to disability insurance benefits under Section 223(a) of the Social Security Act and such entitlement commenced prior to the calendar year in which such payment is made, and if such employee did not perform any services for such employer during the period for which such payment is made; and
 - (h) such other payments as determined by the Committee under uniform rules applicable to all Employees similarly situated.
-

The Compensation of a Participant for a Plan Year shall not exceed the lesser of \$100,000, or the dollar limit set forth in Section 401(a)(17) of the Code, as adjusted for increases in the cost-of-living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

“Direct Rollover”

means a payment by the Plan to the Eligible Retirement Plan specified by the Employee, former Employee, Spouse or Surviving Spouse.

“Early Retirement”

means retirement of a Participant after age 55 but before age 65 provided that the Participant has at least 10 Years of Vesting Service at the time of retirement.

“Early Retirement Date”

means the date prior to Normal Retirement Date on which a Participant’s retirement benefit payments commence, which date shall be the first day of the month coincident with or next following the date on which a Participant commences Early Retirement, or such later date (prior to Normal Retirement Date) as the Participant shall select.

“Effective Date”

means February 1, 1972. The Effective Date for this restatement can be found in the Foreword of the Plan. For any Employer (as defined in Section 1.19) added subsequent to the date of this restatement, Effective Date means the date on which such addition took place.

“Eligible Employee”

means an Employee who has attained age 21 and who has completed his or her “Eligibility Service” (as defined below). An Eligible Employee shall participate in the Plan as set forth in Section 2.1.

The term “Eligible Employee” shall not include (a) an Employee who is represented by any collective bargaining agent, or included in any collective bargaining unit, recognized by the Company unless and until such Company and the collective bargaining agent agree that the Plan shall apply to such unit (provided that employee benefits have been the subject of good faith bargaining); (b) a leased employee as defined in Code Section 414(n)(2); or (c) any person engaged by the Employer as an “independent contractor,” even if it should later be determined by a governmental agency for some other purpose that such person is or was an “employee.”

An Employee shall have completed his or her “Eligibility Service” upon the first anniversary of his or her date of hire if he or she completed 1,000 or more Hours of Service during the 12-month period ending on such anniversary date. Subsequent Eligibility Service shall be measured by the completion of 1,000 or more Hours of Service during a Plan Year beginning with the Plan Year that commences during such period or in any subsequent Plan Year.

Service with a Group member shall be treated as employment with the Employer solely for purposes of determining eligibility for participation in the Plan.

“Eligible Retirement Plan”

means a Plan described in Section 5.9(b)(ii) of the Plan.

“Employee”

means any person employed by the Employer or a member of the Group but does not include any person whose relationship to the Employer under common law is that of an independent contractor. To the extent provided by Section 1.26, the term Employee also shall include a Leased Employee.

“Employer”

means the Company and any subsidiary or affiliated entity which, with the approval of the Board and subject to such conditions as the Board may impose, adopts this Plan, and any

successor or successors of any of them. If a subsidiary of the Company or a Group member adopts the Plan pursuant to Section 13.1, it shall be deemed the Employer with respect to its employees.

“Entry Date”

means either April 1st or October 1st of any Plan Year.

“ERISA”

means the Employee Retirement Income Security Act of 1974, as amended from time-to-time. Reference to a specific provision of ERISA shall include such provision, any valid regulation or ruling promulgated thereunder and any comparable provision of future law that amends, supplements or supersedes such provision.

“Group”

means the Employer and any other company which is related to the Employer as a member of a controlled group of corporations (as defined in Code Section 414(b)); as a trade or business under common control (as defined in Code Section 404(c)); any organization which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Code Section 414(o). In determining the period of employment of an Employee, each such other employer shall be treated as a member of the Group only for such period or periods during which it is actually a Group member.

“Hour of Service”

means:

- (a) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, for the performance of duties as an Employee by an Employer or by a Group member;
- (b) Each hour for which an Employee is directly or indirectly paid, or entitled to payment by an Employer or by a Group member for reasons (such as vacation, sickness or disability) other than for the performance of duties, but counting as Hours of Service no more than 501 of such hours during any single continuous period during which no duties are performed; and
- (c) In the case of a family and medical leave of absence, a Participant shall be credited, to the extent required by the Family and Medical Leave Act of 1993, for purposes of eligibility for participation and vesting, with the total number of Hours of Service he or she would have worked had he or she not been on a family and medical leave of absence; and
- (d) Each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed to by an Employer or by a Group member.
- (e) In the event that an Employee is compensated on other than an hourly basis, the Employee shall be deemed to have completed 40 Hours of Service for each full week of employment, prorated on a daily basis. A Participant shall be deemed to have completed 40 Hours of Service for each full week of leave of absence approved for military service.

The same Hours of Service shall not be credited both under paragraphs (a) and (b) above, as the case may be, and paragraph (c) above, and each hour credited to an Employee under paragraphs (a), (b), or (c) above shall be credited in accordance with the U.S. Department of Labor's Regulations Section 2530.200b-2(b) and (c), which hereby are incorporated by reference.

“Late Retirement”

means the continued employment of an Active Participant after his or her Normal Retirement Date.

“Late Retirement Date”

means the first day of the month coincident with or next following the actual retirement of a Participant who has been on Late Retirement.

“Leased Employee”

means a person (other than an Employee of the Employer or an affiliate) who pursuant to an agreement between the Employer or an affiliate and any other person (“leasing organization”) has performed services for the Employer, its affiliates or related persons (determined in accordance with Section 414(n)(6) of the Code) on a substantially full-time basis (as defined for purposes of Section 414(n) of the Code) for a period of at least one year, and such services are performed under primary direction or control by the Employer or an affiliate. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer or an affiliate shall be treated as provided by the Employer or an affiliate.

A Leased Employee shall not be considered an Employee of the Employer or an affiliate if: (a) such employee is covered by a money purchase pension plan providing: (i) a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee’s gross income under Section 125, Section 132(f)(4), Section 402(e)(3), Section 402(g)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (ii) immediate participation, and (iii) full and immediate vesting; and (b) Leased Employees do not constitute more than twenty percent (20%) of the Employer or an affiliate’s non-highly compensated workforce.

“Normal Retirement Date”

means the first day of the month coincident with or next following the Participant’s 65th birthday.

“One-Year Break in Service”

means a Plan Year during which an Employee completes no more than 500 Hours of Service. Hours of Service shall be recognized for a “permitted leave of absence” or a “maternity or paternity leave of absence” solely for purposes of determining whether a Participant has incurred a One-Year Break in Service.

Any period during which an Employee is absent from work on a family and medical leave of absence shall not constitute a period of severance to the extent required by the Family and Medical Leave Act of 1993.

To the extent required by the Family and Medical Leave Act of 1993, Years of Service credited for a family and medical leave of absence shall be that which would normally have been credited but for such absence and shall be credited solely for purposes of eligibility to participate, vesting and changes in the provisions of the Plan.

A “permitted leave of absence” means an unpaid, temporary cessation from active employment with the Employer or a Group member pursuant to a nondiscriminatory policy established by the Committee.

A “maternity or paternity leave of absence” means an absence from work for any period by reason of the Employee’s pregnancy, birth of the Employee’s child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Service shall be credited for the Plan Year in which the absence from work begins, only if such credit is necessary to prevent the Employee from incurring a One-Year Break in Service, or, in any other case, in the immediately following Plan Year. The Hours of Service credited for a “maternity or paternity leave of absence” shall be those which would normally have been credited but for such absence, or, in any case which the Committee is unable to determine such

hours normally credited, eight Hours of Service per day. No more than 501 Hours of Service shall be credited for any maternity or paternity leave of absence.

“Participant”

means any person participating in the Plan in accordance with the provisions of Section 2. “Active Participant” means a Participant who is working for an Employer and who completes at least 1,000 Hours of Service for his or her Employer(s) during a given Plan Year.

“Plan”

means the Monro, Inc. Pension Plan as herein set forth, or as it may be amended from time to time.

“Plan Year”

means each 12 consecutive month period beginning on April 1 and ending on March 31.

“Predecessor Employer”

means a firm absorbed by the Company through a change of name, merger, acquisition or a change of corporate status, or a firm of which the company was once a part.

“Pre-Retirement Survivor Annuity”

means the annuity described in Section 3.3.

“Qualified Joint & One-Half Survivor Annuity”

means an annuity payable for the life of a Participant (which is the Actuarial Equivalent of the Standard Form of Benefit for an unmarried Participant) with an annuity payable for life continuing, after the Participant’s death, to his or her Spouse. The amount continued to the Spouse shall be one-half of the amount payable to the Participant.

“Service”

means employment with an Employer or Group member.

“Social Security Benefit”

means the monthly amount available at age 65 to a Participant, as his or her Old-Age Insurance Benefit (excluding any benefit available on behalf of a spouse or other dependent) under the provisions of Title 11 of the Federal Social Security Act in effect on the earlier of age 65 or the date of his or her termination of employment with his or her Employer, whether or not such amount is actually paid without regard to any increases in the wage base or benefit levels that take effect after the date of termination of employment provided that if the Participant retires prior to his or her Social Security Retirement Age, his or her Social Security Benefit shall be estimated assuming the last full calendar years Compensation continues until he or she attains the Social Security Retirement Age. If a Participant terminates employment prior to age 55 and is eligible for a deferred vested benefit, the Social Security Benefit shall be estimated assuming the last full calendar years Compensation continues until his or her Social Security Retirement Age. Such amount shall be determined in accordance with uniform rules adopted by the Committee, and the fact that a Participant does not actually receive such amounts because of a failure to apply or continuance of employment or for any other reasons shall be disregarded.

“Special Early Retirement”

means retirement of a Participant after age 60 but before age 65, provided that the Participant has at least 20 Years of Vesting Service at the time of retirement.

“Special Early Retirement Date”

means the date prior to Normal Retirement Date on which a Participant’s retirement benefit payments commence, which date shall be the first day of the month coincident with or next following the date on which a Participant commences Special Early Retirement, or such later date (prior to Normal Retirement Date) as the Participant shall select.

“Spousal Consent”

means written consent by the Participant’s Spouse to an election, designation of Beneficiary, or similar action by the Participant, which consent acknowledges the effect of such election, designation or action and is witnessed by a notary public; or “deemed consent” in

which the Committee is satisfied that such consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of other circumstances which may be provided by applicable law.

Any consent or deemed consent with respect to a Spouse which satisfies these requirements shall be effective only with respect to such Spouse and may not be revoked by such Spouse with respect to the election, designation or other action to which such consent pertains.

Any consent of the Spouse to a waiver of the Qualified Joint & One-Half Survivor Annuity also must consent to the election of the Participant to the form of payment selected, and any waiver of the Qualified Joint & One-Half Survivor Annuity also must provide for the consent of the Spouse to the designation of Beneficiary if the primary Beneficiary is anyone other than the Spouse.

“Spouse” or “Surviving Spouse”

means a person to whom a Participant is married under applicable law. Effective June 26, 2013, the term “Spouse” or “Surviving Spouse” includes an individual married to a person of the same sex if the individuals are lawfully married under state law. A marriage of same-sex individuals that was validly entered into in a state whose laws authorize the marriage of two individuals of the same sex will be recognized even if the married couple is domiciled in a state that does not recognize the validity of same-sex marriages. The term “spouse” or “surviving spouse” does not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state, and the term “marriage” does not include such formal relationships. For purposes of this Section, the term “state” means any domestic or foreign jurisdiction having the legal authority to sanction marriages. To the extent provided under a qualified domestic relations order as defined in Code Section 414(p), the term shall include a former spouse.

“Standard Form of Benefit”

means the form of retirement benefit specified in Section 5.1.

“Trust” or “Trust Fund”

means the trust fund created by the provisions of the Plan which set forth the terms under which the Trustees shall hold and administer the assets of the Plan.

“Trust Agreement”

means the agreement entered into between the Company and the Trustee as provided for in Section 8, as the same is amended from time to time.

“Trustee” or “Trustees”

means the person or persons who are selected by the Board of Directors who may at any time be acting as a Trustee or Trustees under the Plan.

“Year of Service”

means any Plan Year, whether before or after the Effective Date, during which an Employee completes at least 1,000 Hours of Service.

Service with a Group member shall be treated as employment with the Employer solely for purposes of determining Years of Service under this Plan.

A Participant who is on a leave of absence with the Armed Forces of the United States, shall accrue Years of Service while on such leave of absence, and if such Participant does not return to active employment with an Employer within the time limit required to retain his or her reemployment rights under the applicable Federal laws, the Participant shall be considered to have terminated employment as of the beginning of the period in which he or she incurs a One-Year Break in Service.

For purposes of Section 3.1(b)(ii), Years of Service with a Predecessor Employer shall be included as Service with the Employer. Such predecessor service shall be includible as Years of Service only if the service was continued without interruption with the Employer. Predecessor

service performed as a sole-proprietor or partner shall be excluded. This service shall be included only to the extent that such inclusion does not result in a duplication of benefits by reason of being covered under any other separate non-governmental pension or profit sharing plan to which the Employer contributes.

“Year of Vesting Service”

means any Plan Year during which an Employee completes at least 1,000 Hours of Service.

Service with a Group member shall be treated as employment with the Employer solely for purposes of determining Years of Service under this Plan.

A Participant who is on a leave of absence with the Armed Forces of the United States, shall accrue Years of Vesting Service while on such leave of absence, and if such Participant does not return to active employment with an Employer within the time limit required to retain his or her reemployment rights under the applicable Federal laws, the Participant shall be considered to have terminated employment as of the beginning of the period in which he or she incurs a One-Year Break in Service.

In the case of a Participant who does not have any vested right to an Accrued Benefit, any Years of Service completed before he or she incurs a One-Year Break in Service shall not be taken into account if the number of consecutive One-Year Breaks in Service equals or exceeds five (5). Years of Service completed before a given One-Year Break in Service shall not include any Year of Service that need not be taken into account because of a prior One-Year Break in Service.

In the case of a Participant who incurs a One-Year Break in Service, Years of Service before the Break in Service shall not be required to be taken into account until he or she has completed a Year of Service after his or her return to employment.

SECTION 2 PARTICIPATION

2.1 Age and Service Requirements

An Employee shall become a Participant on the Entry Date coincident with or next following the date on which he or she becomes an Eligible Employee.

For the purpose of this Section 2.1, an Employee's Service shall commence on the date on which the Employee first performs an Hour of Service.

Notwithstanding any other provision in the Plan, no Participant shall accrue any additional benefit under the Plan for services rendered or compensation earned on or after September 30, 1999, and no Employee shall become a Participant in the Plan on or after such date.

2.2 Information at Participation

Upon becoming a Participant, an Employee shall provide any information necessary for purposes of administering the Plan that may be requested by the Committee.

2.3 Change of Classification

In the event that an Employee becomes an Eligible Employee, such Eligible Employee will become a Participant of this Plan, subject to the provisions of Section 2.1. Upon becoming a Participant, he or she will be granted Years of Vesting Service under the Plan from the date on which he or she became an Employee of the Employer.

If a Participant ceases to be an Eligible Employee but continues as an Employee of the Employer or a Group member, he or she will continue to earn Years of Service.

2.4 Reinstatement and Reemployment

A Participant who incurs a One-Year Break in Service and then is reinstated or reemployed shall reenter this Plan upon completion of a Year of Service after his or her reinstatement or reemployment, retroactive to the date of reinstatement or reemployment. However, such Participant shall not be granted Years of Service for the period of employment prior to the break if (a) such Participant had previously acquired no vested rights under this Plan and (b) the number of the Participant's consecutive One-Year Breaks in Service equals or exceeds the greater of (i) 5 or (ii) his or her Years of Service prior to the break in Service.

Any (non-Participant) Employee who terminates employment and is reemployed prior to incurring a One-Year Break in Service shall be treated, for purposes of this Plan, as though he or she never terminated employment. Such an Employee shall become a Participant as of the Entry Date coincident with or next following his or her reemployment date.

Any person who was a Participant in the Plan at the time of his or her termination, and who did not incur a One-Year Break in Service, shall immediately re-enter the Plan and shall continue to vest (starting at the same point in the vesting schedule at which he or she left off) in both his or her pre-termination and post-termination Accrued Benefit.

2.5 Transferred Employees

In the event that an Active Participant transfers to the employment of another Employer participating in this Plan, he or she shall not be deemed to have terminated his or her participation in this Plan, but shall continue to accrue Years of Service.

2.6 Joint Employment

Any Employee employed by more than one Employer shall be considered to be an Employee of each such Employer for purposes of eligibility for participation in the Plan and benefit accrual under the Plan. However, if an Employee is employed by 2 or more Employers at the same time, his or her periods of joint employment shall not create more than one period of time for the purposes of determining Years of Service or Years of Vesting Service under this Plan. His or her Compensation from all Employers shall be aggregated for purposes of determining his or her benefit, and the cost of such benefit shall be shared ratably by his or her Employers.

2.7 Termination of Participation

Participation in the Plan shall cease (a) when a Participant dies, or (b) if a Participant incurs a One-Year Break in Service before he or she has acquired any vested interest in his or her Accrued Benefit, or (c) if a Participant receives a lump sum distribution of the Actuarial Equivalent of his or her vested benefit, provided he or she is not then accruing benefits hereunder or (d) if a Participant receives a distribution of the Actuarial Equivalent of his or her vested benefit in the form of an annuity contract purchased on his or her behalf by the Trustees provided he or she is not then accruing benefits hereunder.

SECTION 3 BENEFITS

3.1 Retirement Benefits

- (a) Right to Benefit. A Participant who reaches his or her Normal Retirement Date while in the employ of the Employer or a Group member shall have a nonforfeitable right to 100% of his or her Accrued Benefit.
- (b) Amount of Retirement Benefit. Subject to the limits set forth herein, including the limits of Section 3.6, the monthly normal retirement benefit payable to an Employee eligible therefore and commencing on his or her Normal Retirement Date shall be equal to the product of (i) and (ii) below:
 - (i) an amount equal to 45% of his or her Average Monthly Compensation, reduced by 45% of his or her Social Security Benefit; and
 - (ii) a fraction, not greater than 1, the numerator of which is the Participant's total number of Years of Service commencing with his or her date of hire and continues as if he or she remains an Employee until his or her Normal Retirement Date and the denominator of which is 10.
- (c) Early Retirement. The amount in the Standard Form of Benefit payable for Early Retirement will be the Accrued Benefit determined at the date on which the Participant's Service ceases, reduced, however, for early commencement in accordance with Section 5.2(g).
- (d) Special Early Retirement. The amount in the Standard Form of Benefit payable for Special Early Retirement will be the Accrued Benefit determined at the date on which the Participant's Service ceases, unreduced for early commencement.
- (e) Late Retirement. A Participant may continue working after his or her Normal Retirement Date, but no retirement benefit shall be paid until the earlier of (i) the date the Participant elects to commence retirement benefits following his or her Normal Retirement Date, (ii) the date the Participant actually retires, or (iii) the April 1 following the calendar year in which the Participant attains age 72 (age 70½, if the Participant was born before July 1, 1949). The amount in the Standard Form of Benefit payable to a Participant who retires on his or her Late Retirement Date shall be equal to the amount determined under Section 3.1(b) as of the date on which the Participant's Service ceases, adjusted for late commencement in accordance with Section 5.2(h).
- (f) Termination of Employment. If a Participant's employment with an Employer terminates for any reason other than retirement or death, the Participant shall be entitled to receive a benefit equal to his or her vested Accrued Benefit. Except as provided in Sections 5.2(b), (g) or (j), this benefit shall become payable at the Participant's Normal Retirement Date.

3.2 Vesting

A Participant who has completed at least 5 Years of Vesting Service shall be 100% vested in his or her Accrued Benefit.

Any Participant who reaches age 65 or satisfies the requirements for Early Retirement, whichever is earlier, while in the employ of the Employer shall be 100% vested in his or her Accrued Benefit.

If a Participant's employment with the Employer terminates for any reason other than retirement, the Participant shall be entitled to receive a benefit equal to his or her vested Accrued Benefit. Except as provided in Sections 5.2(b), (g) or (j), this benefit shall become payable at the Participant's Normal Retirement Date.

Any Participant who has completed fewer than 5 Years of Vesting Service and has incurred a One-Year Break in Service shall not be vested in his or her Accrued Benefit and such Participant's Accrued Benefit shall be forfeited when such Participant has incurred the 5th consecutive One-Year Break in Service.

3.3 Pre-Retirement Survivor Annuity

(a) In General

Subject to the conditions set forth in this Section 3.3, if a married Participant with a vested right to an Accrued Benefit under Section 3 should die before his or her Annuity Starting Date, a Pre-Retirement Survivor Annuity, determined in accordance with paragraph (c) below, shall be payable to the Participant's Spouse, except to the extent otherwise provided in Section 1.40 with respect to Qualified Domestic Relations Orders.

There shall be no pre-retirement survivor benefit payable on behalf of a Participant who is either (i) unmarried or (ii) not vested in his or her Accrued Benefit, should he or she die before his or her Annuity Starting Date.

(b) Amount of Pre-Retirement Survivor Annuity

- (i) If the Participant's death occurs after he or she would have been eligible for Early Retirement, Pre-Retirement Survivor Annuity benefits shall be payable to the Participant's Spouse, commencing with the month following the month of the Participant's death and continuing for the then remaining lifetime of the Spouse, in an amount equal to 50% of the amount of benefit which would have been payable to the Participant if he or she had retired on the day before his or her death and retirement benefit payments had then commenced (reduced under Section 5.2(g) to reflect early commencement), in the form of a Qualified Joint & One-Half Survivor Annuity.
 - (ii) If the Participant's death occurs on or before the date he or she was eligible for Early Retirement, Pre-Retirement Survivor Annuity benefits shall be payable to the Participant's Spouse, commencing with the month in which the Participant would have first been eligible for Early Retirement had the Participant survived, and continuing for the then remaining lifetime of the Spouse, in an amount equal to 50% of the amount of retirement benefit which would have been payable to the Participant if he or she had separated from Service on the date of his or her death (or date of separation from Service, if earlier), survived to the date the Participant would have been eligible for Early Retirement, retired and had retirement benefit payments commence (reduced under Section 5.2(g) to reflect early commencement) in the form of a Qualified Joint & One-Half Survivor Annuity, and died on the day after the date the Participant would have been first eligible for Early Retirement.
 - (iii) Notwithstanding the foregoing, the Participant's Spouse may delay commencement of the Pre-Retirement Survivor Annuity benefits until December 31 of the calendar year in which the Participant would have attained age 70½. A Spouse that has not requested the benefit on the date specified in clause (i) or (ii), as applicable, shall be deemed to have elected to defer commencement of the Pre-Retirement Survivor Annuity by no later than the earlier of (A) the December 31 of the calendar year in which the Participant would have attained age 70½ or (B) April 1, 2023.
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(c) Claim for Benefits

Subject to subsection (d), the Spouse may elect to defer commencement of the Pre-Retirement Survivor Annuity to no later than the date the Participant would have been eligible for Normal Retirement.

The Spouse must file a claim for benefits before payment of benefits will commence. The claim for benefits shall be in writing, in such form as the Committee shall designate, and shall include certifications as to the death of the Participant, the dates of birth of the Participant and of the Spouse, the date of marriage, and such other information as the Committee deems necessary.

(d) Lump Sum Payment

If the Actuarial Equivalent value of a Pre-Retirement Survivor Annuity is \$5,000 (or such greater amount as is permissible under Code Section 411(a)(11)) or less, payment to the Spouse shall be made in a lump sum as soon as practicable following the Participant's death.

3.4 Limitation on Benefits

- (a) Notwithstanding any provision in the Plan to the contrary, the Plan shall comply with the requirements of Code Section 415, and the Plan hereby incorporates by reference the rules and limitations of Code Section 415. The maximum annual benefit (i.e., the benefit computed under Section 6) payable under this Plan and all other defined benefit plans of the Employer shall be limited to the maximum amounts permitted under Code Section 415. In general, Section 415 limits a Participant's annual benefit to the lesser of \$160,000 or the Participant's average annual compensation during the three consecutive Years of Service affording the highest such average, or during all years if less than three; provided that if the Participant has not completed ten years of participation, such maximum annual benefit shall be reduced in the ratio which the number of years of participation bears to ten. The maximum dollar limitation shall be adjusted in accordance with cost of living increases in the amount determined by the Commissioner of Internal Revenue.
- (b) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (a) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a five percent interest rate and the applicable mortality table under Section 1.2, and (ii) the defined benefit dollar limitation multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of Code section 415. No adjustment shall be made to the defined benefit dollar limitation to reflect the probability of a Participant's death between the age at which benefits commence and age 62.
- (c) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65
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(adjusted under (a) above, if required). The Actuarial Equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a five percent interest rate and the applicable mortality table under Section 1.2, and (ii) the defined benefit dollar limitation multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of Code Section 415. No adjustment shall be made to the defined benefit dollar limitation to reflect the probability of a Participant's death between age 65 and the age at which benefits commence.

- (d) Notwithstanding the foregoing, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the limitations under this Section if:
 - (i) the Participant's annual benefit does not exceed \$10,000 multiplied by a fraction, (A) the numerator of which is the number of years (or part thereof) of participation in the Plan and (B) the denominator of which is 10; and
 - (ii) the Participant had not at any time participated in a defined contribution plan maintained by the Employer.
 - (e) For purposes of this Section, a Participant's compensation means the total remuneration paid to the Participant by the Employer during the Plan Year for personal services actually rendered including pre-tax salary reduction contributions to any Code Section 401(k), 125 or 132(f)(4) plan or arrangement, but excluding Employer contributions to this Plan or any other plan of deferred compensation, amounts realized upon the exercise of stock options or the lifting of restrictions on restricted stock. Compensation also includes payments made within 2½ months after severance from employment or if later, the end of the limitation year during which the severance occurred, if they are payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer, such as overtime, commissions, bonuses, and other similar compensation. Any payments not described above are not considered compensation if paid after severance from employment, even if they are paid within 2½ months following severance from employment or within the appropriate limitation year; except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. Compensation does not include amounts that exceed the Code Section 401(a)(17) limit.
 - (f) For purposes of adjusting the annual benefit to a straight life annuity, the following provisions shall apply:
 - (i) In the case of forms of benefit which are subject to Code Section 417(e)(3), with respect to Plan Years beginning in 2004 and 2005, for purposes of adjusting the annual benefit to a straight life annuity, if the annual benefit is paid in any form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a pre-retirement survivor annuity, the life of the Surviving Spouse, then the equivalent annual benefit shall be the greater of: (A) the equivalent annual benefit computed using the interest rate and mortality
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table specified in Section 1.2, and (B) the equivalent annual benefit computed using 5.5% and the mortality table specified in Section 1.2.

For Plan Years beginning January 1, 2006 and later, notwithstanding any provision in the Plan to the contrary with respect to the Code section 415 limit, the actuarially equivalent straight life annuity benefit is the greatest of (A), (B) or (C) below:

- (A) the annual amount of the straight life annuity, commencing at the annuity starting date computed using a 5.5% interest rate and the applicable mortality table under Code Section 417(e),
 - (B) the annual amount of the straight life annuity, commencing at the annuity starting date computed using the applicable interest rate and applicable mortality table under Code Section 417(e), divided by 1.05, or
 - (C) the annual amount of the straight life annuity, commencing at the annuity starting date computed using the interest rate and mortality table specified in Section 1.2 of the Plan.
- (ii) In the case of forms of benefit which are not subject to Code Section 417(e)(3), the equivalent annual benefit is equal to the greater of (A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (B) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent interest rate assumption and the applicable mortality table specified in Section 1.2 of the Plan for that annuity starting date.

Purchase of Annuities

. The Committee may from time to time direct the Trustee to provide the benefits due to a particular Participant or Beneficiary through the purchase of annuity contracts or otherwise.

Cessation of Benefit Accruals

. Notwithstanding any other provision in the Plan, no Participant shall accrue any additional benefit under the Plan for services rendered or compensation earned on or after September 30, 1999 and no Employee shall become a Participant in the Plan on or after such date.

SECTION 4 CONTRIBUTIONS

Employer's Contributions

. The Contributions of each Employer shall be payable at such intervals and in such amounts as may be directed by the Employer.

Irrevocability of Employer's Contributions

. Contributions made by an Employer shall be irrevocable and shall be held by the Trustees in accordance with the provisions of Section 8, except as specifically provided in this Section 4.2. In the case of a contribution made by an Employer which is made by a mistake of fact, the contribution shall be returned to the Employer within 1 year of the date on which it was made. Any earnings attributable to a contribution made by a mistake of fact shall remain in the Trust Fund; any losses shall be deducted from the amount to be returned to the Employer.

In the case of a contribution conditioned upon deductibility by the Employer under Code Section 404, the contribution shall be returned to the Employer, to the extent that the contribution is disallowed, within 1 year of the disallowance. All contributions hereunder are conditioned upon their deductibility.

If an Employer contribution is conditioned upon initial qualification of the Plan under Code Section 401(a), and if the Plan does not so qualify (and provided that the application for determination relating to initial qualification is filed by the due date of the Employer's return for the taxable year in which the Plan was adopted), then this Section shall not prohibit the return of such contribution to the Employer within one year after the date of denial of qualification of the Plan.

Adjustment for Gains

. Actuarial gains, including forfeitures and dividends, to the extent that they exceed actuarial losses, will be used to reduce future contributions to the Plan by the Employers and shall not be applied to increase the benefits any Employee would otherwise receive under the Plan.

No Employee Contributions

. Employees shall not be permitted to contribute to the Plan.

SECTION 5 DISTRIBUTIONS

5.1 Standard Form of Benefit

- (a) The Standard Form of Benefit for an unmarried Participant (or a married Participant who has waived the Qualified Joint & One-Half Survivor Annuity pursuant to Section 6) is a life annuity.
- (b) In the event that a Participant has a Spouse on the date on which his or her retirement benefit payments are to commence, the Standard Form of Benefit shall be a Qualified Joint & One-Half Survivor Annuity that is the Actuarial Equivalent of the Standard Form of Benefit under (a) above, unless the Participant has elected, in accordance with Section 6, prior to the Annuity Starting Date, not to receive his or her retirement benefit in the form of a Qualified Joint & One-Half Survivor Annuity.

5.2 Time of Distribution

- (a) In General. Retirement benefit payments shall commence on a Participant's Normal Retirement Date, or on a Participant's Early Retirement Date, Special Early Retirement or Late Retirement Date, whichever is applicable.
 - (b) Cashouts. Notwithstanding any other provision of the Plan, if a Participant has terminated employment and the present value of his Accrued Benefit under this Plan is \$5,000 or less, this present value shall be distributed under the terms of this Section 5.2(b) in lieu of all benefits to which the Participant is otherwise entitled under this Plan. If the present value of a Participant's nonforfeitable Accrued Benefit is more than \$1,000 but \$5,000 or less, and he fails to elect to have his benefit paid in cash or transferred to an IRA of his own designation, his entire nonforfeitable Accrued Benefit shall be paid automatically to a rollover IRA of the Company's designation. If a Participant terminates participation in the Plan at a time when the present value of his nonforfeitable Accrued Benefit attributable to Company contributions is \$1,000 or less, the present value of his entire nonforfeitable Accrued Benefit shall be paid to him automatically in cash.
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- (c) Rollover Distributions. Notwithstanding any provisions to the contrary, an Employee, former Employee, Spouse or Surviving Spouse who is entitled to benefits under the Plan may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Employee, former Employee, Spouse or Surviving Spouse in a Direct Rollover.
- (d) Required Annuity Starting Date. In no event shall a Participant's Annuity Starting Date be later than the earlier of (i) or (ii) below:
- (i) except as provided in Section 5.2(j), the 60th day after the close of the Plan Year in which the latest occurs:
 - (A) the Participant reaches Normal Retirement Date;
 - (B) the Participant's Service terminates; or
 - (C) the Participant's 10th anniversary of Plan participation.
 - (ii) the later of April 1 of the calendar year following the calendar year in which the Participant attains age 72 (70½ if the Participant was born before July 1, 1949) or retires, except that for a 5-percent owner the date shall be the April 1 of the calendar year following the calendar year in which the Participant attains age 72 (70½ if the Participant was born before July 1, 1949).
- (e) Payments While in Service. Any benefits payable under the provisions of this Section prior to the Participant's termination of Service shall be based on the Actuarial Equivalent of the Participant's vested Accrued Benefit as of the end of the Plan Year preceding the date of payment, and shall be redetermined as of the first day of each subsequent Plan Year, taking into account any additional accruals.
- (f) Frequency of Payments. Retirement benefit payments shall be made monthly, in installments of 1/12 the annual amount.
- (g) Early or Special Early Retirement
- (i) The amount of benefit (as specified in Section 3.1(c)) payable for Early Retirement shall be either:
 - (A) The Accrued Benefit, commencing at age 65, based on the Participant's Average Monthly Compensation and Years of Service at the Participant's termination of employment and the Plan provisions in effect at such date, or
 - (B) The Accrued Benefit, commencing at the optional Early Retirement Date, based on the Participant's Average Monthly Compensation and Years of Service up to his or her actual termination of employment and the Plan provisions in effect at such date, but reduced as follows:
 - (1) For Participants electing to commence early retirement before age 65 but at or after age 60, the normal retirement benefit shall be reduced by 1/15 for each year by which the Participant's actual retirement precedes his or her Normal Retirement Date, and
 - (2) For Participant's electing to commence early retirement before age 60, the normal retirement benefit shall be further reduced by 1/30 for each year by which the Participant's actual retirement date precedes the date of his or her 60th birthday.
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The reductions shown above shall be prorated for a partial year.

- (ii) The amount of benefit (as specified in Section 3.1(d)) payable for Special Early Retirement shall be retirement benefit payments commencing at either age 65 or the optional Special Early Retirement Date, based on the Participant's Average Monthly Compensation and Years of Service at the Participant's termination of employment and the Plan provisions in effect at such date unreduced for early commencement.

If a Participant satisfies the service requirement for Early Retirement or Special Early Retirement at the time his or her employment terminates, and if the Participant subsequently attains the age at which he or she would have been eligible for Early Retirement or Special Early Retirement if his or her employment had not terminated, the Participant may elect to receive benefit payments commencing on the first day of any month after he or she attains such age. The benefit payable shall be determined as set forth in the preceding paragraph.

- (h) Late Retirement. The amount of benefit (as specified in Section 3.1(e)) payable for Late Retirement shall be the normal retirement benefit payments commencing at age 65 based on the Participant's Average Monthly Compensation and Years of Service at his or her Normal Retirement Date and the Plan provisions in effect at such date multiplied by the factor set forth in the table below for late commencement.

<u>NUMBER OF YEARS LATE RETIREMENT DATE FOLLOWS NORMAL RETIREMENT DATE</u>	<u>FACTOR</u>
1	1.06
2	1.12
3	1.19
4	1.26
5	1.34
6	1.42
7	1.50
8	1.58
9	1.67
10	1.76

The above factors shall be prorated for a partial year (counting a partial month as a complete month).

- (i) Reemployment. A Participant who has commenced receiving Plan benefits and is subsequently reemployed by the Employer shall continue receiving benefits from this Plan during his or her period of employment with the Employer.
 - (j) Deferred Payment Commencement. Notwithstanding any other provision of the Plan, effective before April 1, 2023, a Participant who terminates employment with a vested Accrued Benefit and attained his or her Normal Retirement Age before April 1, 2023 may elect to commence his or her retirement benefit after his or her Normal or Late Retirement Date (as applicable) but no later than the earlier of (i) his or her Required Beginning Date specified in Section 5.2(d)(ii), or (ii) April 1, 2023. A Participant described in the preceding sentence who upon his termination of employment has not made any election to commence his or her benefit, is deemed to have elected to defer commencement of the retirement benefit to a later date. The amount of the benefit
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payable after Normal Retirement Date in accordance with this Section 5.2(j) shall be determined in accordance with Section 5.2(h).

5.3 Optional Forms of Benefit Payment

- (a) Elections. Subject to the provisions of Section 6, each Participant may elect to receive his or her retirement benefit in one of the optional forms specified in Section 5.3(b).

Such election shall be made on the Appropriate Form within the 180-day period ending on the Annuity Starting Date and shall require Spousal Consent, where applicable under Section 1.39. The Committee shall provide each Participant, no less than 30 days and no more than 180 days before the Participant's Annuity Starting Date, a retirement application form describing the normal and optional forms of benefit payments, including their relative financial effects in terms of dollars per annuity payment on the Participant.

However, if the Actuarial Equivalent value of a Participant's retirement benefit before his or her Annuity Starting Date is \$5,000 (or such greater amount as is permissible under Code Section 411(a)(11)) or less, payment shall be made in a single sum without the consent of the Participant or the Participant's Spouse.

A Participant may change his or her election of an optional form of benefit payment at any time prior to the Annuity Starting Date. A Participant may revoke his or her option election at any time prior to his or her Annuity Starting Date and receive the Standard Form of Benefit. No change may be made after the Annuity Starting Date. However, if a Participant retires on Early Retirement or Special Early Retirement and then is reemployed and again becomes an Active Participant in the Plan, he or she shall be entitled to elect an optional form of benefit payment, or to change such an election, as if he or she had never been retired.

- (b) Optional Forms

The optional forms of benefit payment which a Participant may elect are as follows:

- (i) Joint & Survivor Option. An annuity that is the Actuarial Equivalent of the Standard Form of Benefit and is payable for the life of a Participant, with the provision that after the Participant's death his or her Beneficiary shall receive, for life, 100%, 75%, 66-2/3%, or 50% of the amount payable to the Participant.
- (ii) Life & Period Certain Annuity Option. An annuity that is the Actuarial Equivalent of the Standard Form of Benefit and is payable for the life of a Participant or for a stated minimum period of years, whichever is longer, with the provision that after the Participant's death his or her Beneficiary shall receive the balance of payments (if any) due during the stated minimum period of years. The Participant shall select a minimum period of 5, 10 or 15 years, provided that such minimum shall not exceed the life expectancy of the Participant.

If both the Participant and his or her designated Beneficiary die before the stated minimum period of years has expired, the balance of the payments due shall be paid to the estate of the Participant, or the party or parties entitled by law to receive such payment.

If a Participant who has elected this option dies before his or her Annuity Starting Date or before his or her first benefit payment is due, his or her election shall be considered null and void.

If a Participant's designated Beneficiary predeceases him or her, the Participant may designate another Beneficiary. A Participant may change his or her designated Beneficiary at any time by filing a written notice of the change with the Committee, subject to Spousal Consent.

- (iii) Life Annuity Option. An annuity that is payable for the life of a Participant. If a Participant who has elected this option dies before his or her Annuity Starting Date and before his or her first benefit payment is due, his or her election shall be considered null and void.

5.4 Beneficiaries

Each Participant may designate on the Appropriate Form a Beneficiary or Beneficiaries to receive any payment(s) due under the Plan in the event of his or her death. The designation of a Beneficiary other than a Participant's Spouse must be made with Spousal Consent. If a Participant fails to designate a Beneficiary, or if for any reason his or her designation is legally ineffective, or if no designated Beneficiaries survive to the date that a payment is due, payment shall be made to the Participant's Spouse, if the Participant is married; otherwise, to the Participant's estate.

A Participant may change his or her designated Beneficiary by filing written notice of the change with the Committee. Such a change must be made with Spousal Consent, and may be made at any time prior to the Annuity Starting Date or, with respect to optional forms of payment, at the times specified in 5.3(a) and/or 5.3(b)(ii).

5.5 Indirect Payment of Benefits

If any Participant or designated Beneficiary is, in the judgment of the Committee, legally, physically, or mentally incapable of personally receiving and receipting for any payment due under this Plan, the Committee may direct that payment be made to the guardian or other legal representative of that Participant or Beneficiary, or, if there is none, to the person or institution then maintaining or having custody of that Participant or Beneficiary. Such payments shall constitute a full discharge with respect hereto.

5.6 Unclaimed Payments

If all or any portion of the distribution payable to a Participant or Beneficiary shall remain unpaid because the Plan Administrator has been unable to ascertain the whereabouts of the Participant or Beneficiary after taking reasonable steps to determine the whereabouts of the Participant or Beneficiary (as established in DOL Field Assistance Bulletin 2014-01), the amount so distributable may be forfeited and used to reduce the cost of the Plan. Notwithstanding the foregoing, if a claim is subsequently made by the Participant or Beneficiary for the forfeited benefit, such benefit shall be reinstated without any Actuarial Adjustment. Alternatively, the Plan Administrator may take other steps, including, but not limited to, establish an individual retirement account described in Code section 408(a) or an individual retirement annuity described in Code section 408(b) and direct rollover of the amount so distributable into such eligible retirement plans.

5.7 Restrictions on Distributions

Any option which is available shall provide that the period over which payments are to be made to the Participant and his or her designated Beneficiary may not exceed the joint life and last survivor expectancy at actual retirement of the Participant and his or her Beneficiary; provided, however, that if the designated Beneficiary is other than the Spouse, the Participant must

anticipate receiving more than 50% of the Actuarial Equivalent of his or her benefit calculated as of the date of his or her retirement.

Distributions made after the death of the Participant must be made at least as rapidly as under the method of distribution in effect prior to the Participant's death.

Distributions will be made in accordance with Code Section 401(a)(9) and the regulations issued thereunder and such provisions shall override any distribution options in the Plan inconsistent with Code Section 401(a)(9).

5.8 Rehire After Termination of Employment

If a Former Participant again becomes a Participant, such renewed participation shall not result in duplication of benefits. Accordingly, if he or she has received a distribution of a vested Accrued Benefit under the Plan by reason of prior participation (and such distribution has not been repaid to the Plan with interest at the rate determined under Code Section 411(c)(2)(C), compounded annually from the date of distribution to the date of repayment, before the earlier of 5 years after the first date on which he or she is subsequently re-employed or the fifth consecutive One-Year Break in Service after the distribution), his or her Normal Retirement Benefit and Accrued Benefit shall be reduced by the Actuarial Equivalent (at the date of distribution) of the present value of the Accrued Benefit as of the date of distribution.

5.9 Eligible Rollover Distributions

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
 - (b) For purposes of this Section, the following terms have the meanings indicated below:
 - (i) An "Eligible Rollover Distribution" is any distribution of all or any portion of the vested balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; any hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - (ii) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) or 408A of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a plan described in Section 401(a) or Section 403(b) which accepts the Distributee's eligible rollover distribution, or Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, which agrees to separately account for amounts transferred into such plan from this Plan. In the case of an eligible rollover distribution to a non-spouse Beneficiary, an eligible
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retirement plan is an individual retirement account or individual retirement annuity.

- (iii) A “Distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s Surviving Spouse and the Employee’s or former Employee’s spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the Spouse or former Spouse.
- (iv) A “Direct Rollover” is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee. Furthermore, the Employee’s non-spouse Beneficiary is a Distributee with regard to the interest of the non-spouse Beneficiary.

5.10 Minimum Required Distributions

The requirements of this Section 5.10 will take precedence over any inconsistent provisions elsewhere in the Plan; provided, however, that such provisions shall override the other distribution provisions of the Plan only to the extent that such other Plan provisions provide for distribution that is less rapid than, or is not made or does not begin to be made by the date, required under Code Section 401(a)(9) and the Treasury Regulations issued thereunder, and shall not be construed as providing any optional form of payment that is not available under the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, other than the preceding paragraph, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

(a) Time and Manner of Distributions.

- (i) Required Beginning Date. A Participant’s entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant’s Required Beginning Date.
 - (ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant’s entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) If the Participant’s Surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ if the Participant was born before July 1, 1949), if later.
 - (B) If the Participant’s Surviving Spouse is not the Participant’s sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant’s death, the Participant’s entire
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interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (D) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this Section 5.10(a)(ii), other than Section 5.10(a)(ii)(A), will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 5.10(a)(ii) and subsection (d), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 5.10(a)(ii)(D) applies, the date distributions are required to begin to the Surviving Spouse under Section 5.10(a)(ii)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under Section 5.10(a)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (iii) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (b), (c) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(b) Determination of Amount to Be Distributed Each Year.

- (i) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - (A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (c) or (d);
 - (C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
 - (D) payments will either be non-increasing or increase only as follows:
 - (1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only

if the Beneficiary whose life was being used to determine the distribution period described in subsection (d) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);

- (3) to provide cash refunds of employee contributions upon the Participant's death; or
 - (4) to pay increased benefits that result from a Plan amendment.
 - (ii) Amount Required to Be Distributed by the Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 5.10(a)(ii)(A) or (B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
 - (iii) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (c) Requirements for Annuity Distributions That Commence During Participant's Lifetime.
- (i) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations (or its successor section). If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.
 - (ii) Period Certain Annuities. Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 72, the applicable distribution period for the Participant is the
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distribution period for age 72 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 72 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 5.10(c)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

(d) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 5.10(a)(ii)(A) or (B), over the life of the Designated Beneficiary or over a period certain not exceeding:
 - (1) unless the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (2) if the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.
- (ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this subsection (d) will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 5.10(a)(ii)(A)).

(e) Definitions. The following definitions will apply for purposes of this Section 5.10:

- (i) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4 of the Treasury regulations.
 - (ii) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first
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distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subsection 5.10(a)(ii).

(iii) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Required Beginning Date. The date specified in Section 5.2(d) of the Plan.

5.11 HEART Act Provisions.

- (a) Death Benefits. In the case of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the participant resumed and then terminated employment on account of death.
- (b) Differential Wage Payments. An individual receiving a differential wage payment, as defined in Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, the differential wage payment shall be treated as Earnings, and the Plan shall not be treated as failing to meet the requirements of any provisions described in Section 414(u)(1)(C) of the Code by reason of any contribution to the Plan or benefit that is based on the differential wage payment.

5.12 Single Lump Sum Option.

- (a) The following individuals shall be eligible for payment under this Section 5.12 subject to the terms and conditions of this Section (and to all other terms and conditions of the Plan not to the contrary, including but not limited to the notice and the spousal consent requirements of Section 5.3(a)):
- (i) Participants who as of April 1, 2016:
- (A) are entitled to a vested Accrued Benefit under the Plan,
 - (B) the lump sum Actuarial Equivalent value of which is greater than \$5,000 and not greater than \$10,000,
 - (C) have terminated employment before, and not completed an Hour of Service on or after, April 1, 2016, and
 - (D) have not commenced or were required under the Plan to commence payment of benefits.
- (ii) Alternate payees who as of April 1, 2016:
- (A) are the subject of a qualified domestic relations order entitling them to a benefit under the Plan, which does not include any provision prohibiting payment under this Section,
 - (B) have not commenced or been required to commence payment under the Plan, and
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- (C) are entitled to a benefit under the Plan, the lump sum Actuarial Equivalent value of which is greater than \$5,000 and not greater than \$10,000.
- (iii) Surviving Spouses who as of April 1, 2016:
 - (A) are entitled to a benefit under Section 3.3 of the Plan, the lump sum Actuarial Equivalent value of which is greater than \$5,000 and not greater than \$10,000, and
 - (B) have not commenced or been required to commence benefits under this Plan.
- (b) Those individuals identified in Section 5.12(a) shall be eligible to receive a lump sum payment of their benefit under the Plan if such individual can be located after a diligent search. If a Participant is otherwise eligible to receive a distribution of his benefit, he shall also be eligible to commence an immediate distribution of his Accrued Benefit in any of the forms of payment in Section 5.3(b). If a Participant is not otherwise eligible to receive a distribution of his benefit, he shall also be eligible to commence an immediate distribution of his Accrued Benefit as (i) a single life annuity, in the case of an unmarried Participant, or (ii) either a joint and 50% survivor annuity or a joint and 75% survivor annuity, in the case of a married Participant. In order to receive payment under this Section, an eligible Participant must elect in a manner prescribed by the Committee or its designee during the window period of not less than 30 days, as determined by the Committee or its designee, with the consent of his or her Spouse, if applicable, in accordance with Section 5.3(a), to take his or her benefit under the Plan in the form of a lump sum. If an eligible Participant makes a valid election in accordance with this Section and dies or is rehired as an Employee before the last day of the window period, the election shall be null and void and the Participant's benefit shall be paid pursuant to the Plan's provisions without regarding to this Section 5.12.
- (c) In the case of a deferred vested Participant, the lump sum payment shall be equal to the Actuarial Equivalent of the Participant's Accrued Benefit determined as of March 1, 2017. In the case of an alternate payee, the lump sum payment shall be equal to the Actuarial Equivalent of the benefit payable to the alternate payee in accordance with the qualified domestic relations order governing the terms of the benefit payable to the alternate payee, determined as of March 1, 2017. In the case of a Surviving Spouse, the lump sum payment shall be equal to the Actuarial Equivalent of the benefit payable under Section 3 determined as of March 1, 2017.
- (d) Committee Procedures. The Committee shall establish such other procedures it deems necessary to carry out this Section and shall apply such procedures in a consistent and nondiscriminatory manner.

SECTION 6

NOTICE AND WAIVER PROCEDURES

6.1 Qualified Joint & One-Half Survivor Annuity

At least 30 days but not more than 180 days before the Participant's Annuity Starting Date, the Committee will supply the Participant with the Appropriate Form to describe the Qualified Joint & One-Half Survivor Annuity and provide a general explanation of the financial effect on the Participant's benefit if he or she decides to accept the Qualified Joint & One-Half Survivor Annuity. The explanation will also explain the effect of an election option under Section 5.3. A

Participant may waive this benefit and confirm any election of option within the 180-day period prior to his or her Annuity Starting Date, subject to Spousal Consent. For purposes of this paragraph, the Qualified Joint & One-Half Survivor Annuity payable with respect to a Participant who is unmarried shall be the Standard Form of Benefit payable under Section 5.1. Notwithstanding the above, a Participant may elect (with any applicable spousal consent) to waive any requirement that the written explanation be provided at least 30 days before the annuity starting date if the distribution commences more than 7 days after such explanation is provided.

6.2 Explanation of Rights

Any description under Section 6.1 above shall explain:

- (a) the terms and conditions of the Qualified Joint & One-Half Survivor Annuity;
- (b) the Participant's right to waive, and the effect of a waiver of the Qualified Joint & One-Half Survivor Annuity;
- (c) the need for Spousal Consent;
- (d) the right to revoke, and the effect of a revocation, of a waiver of the Qualified Joint & One-Half Survivor Annuity; and
- (e) a description of the right of the Participant, if any, to defer receipt of a distribution and the consequences of failure to defer such receipt, in accordance with Treasury guidance under Code Section 411(a)(11).

SECTION 7 ADMINISTRATION OF THE PLAN

7.1 Plan Administrator

The Committee shall be the "plan administrator" of the Plan within the meaning of Section 3(16) of ERISA, and the Plan's "named fiduciary" for the purposes of Section 402(a) of ERISA. Administration of the Plan shall be the responsibility of the Committee except to the extent that authority to act for the Company has otherwise been reserved to the Board of Directors.

7.2 Appointment of the Committee

The Board may appoint one or more individuals to serve as the Committee who shall, on behalf of the Company, perform the duties of plan administrator. Any individuals, including but not limited to Employees and Participants, may be appointed to serve as members of the Committee. Such individuals shall file a written consent to serve as a Committee member. Each Committee member shall serve until his or her resignation or dismissal by the Board. Vacancies shall be filled in the same manner as the original appointment. To resign, a Committee member shall give written notice which shall be effective on the earlier of the appointment of his or her successor or the passing of 60 days after such notice is mailed or personally delivered to the Board.

The Committee shall elect a Chairperson from their number and a Secretary who may, but need not, be a member of the Committee; may appoint from their number such committees with such powers as they shall determine; may authorize one or more of their number as agent to execute or deliver any instrument or make any payment on behalf of the Committee; and may retain counsel, employ agents and obtain clerical, consulting and accounting services as the Committee may require or deem advisable from time to time. The Committee shall hold meetings upon notice, at such place or places, and at such time or times and in such manner (by telephone or by use of a facsimile machine) as it may from time to time determine.

A majority of the Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Committee. The vote of a majority of the members present at the time of the vote, if a quorum is present at such time, shall be the act of the Committee. Any action required or permitted to be taken at any meeting of the Committee may be taken without a meeting, if all the Committee members consent or have consented thereto in writing.

7.3 Responsibility of Committee

Subject to Section 7.1, the Committee shall be responsible for the administration, operation and interpretation of the Plan. The Committee shall establish rules from time to time for the transaction of its business. It shall have the exclusive right to interpret the Plan and to decide any and all matters arising thereunder or in connection with the administration of the Plan, and it shall endeavor to act, whether by general rules or by particular decisions, so as not to discriminate in favor of any person or class of person. Such decisions, actions and records of the Committee shall be conclusive and binding upon an Employer and all persons having or claiming to have any right or interest in or under the Plan.

The Committee shall maintain accounts to the extent it deems necessary or appropriate showing the fiscal transactions of the Plan.

7.4 Claims Procedure

Requests for information or claims concerning eligibility, participation, contributions, or other aspects of the operation of the Plan should be in writing and directed to the Committee. The Committee will generally notify the claimant of its decision within 90 days after it receives the claim. However, if the Committee determines that special circumstances require an extension of time to decide the claim, the Committee may obtain an additional 90 days to decide the claim. Before obtaining this extension, the Committee will notify the claimant, in writing and before the end of the initial 90-day period, of the special circumstances requiring the extension and the date by which the Committee expects to render a decision.

If the claimant's claim is denied in whole or in part, the Committee will provide the claimant with a written or electronic notice which explains the reason or reasons for the decision, includes specific references to Plan provisions upon which the decision is based, provides a description of any additional material or information which might be helpful to decide the claim (including an explanation of why that information may be necessary), and describes the appeals procedures and applicable filing deadlines.

If a claimant disagrees with the decision reached by the Committee, the claimant may submit a written appeal to the Committee requesting a review of the decision. The claimant's written appeal must be submitted within 60 days of receiving the Committee's decision. The claimant's written appeal should clearly state the reason or reasons why the claimant disagrees with the Committee's decision. The claimant may submit written comments, documents, records and other information relating to the claim even if such information was not submitted in connection with the initial claim for benefits. Additionally, the claimant, upon request and free of charge, may have reasonable access and copies of all documents, records and other information relevant to the claim.

The Committee will generally decide a claimant's appeal within 60 days after it is received. However, if the Committee determines that special circumstances require an extension of time to decide the claim, the Committee may obtain an additional 60 days to decide the claim. Before obtaining this extension, the Committee will notify the claimant, in writing and before the end of the initial 60-day period, of the special circumstances requiring the extension and the date by which the Committee.

The Committee will provide the claimant with written or electronic notice of its decision. In the case of an adverse decision, the notice will explain the reason or reasons for the decision, include specific references to Plan provisions upon which the decision is based, and indicate that the claimant is entitled to, upon request and free of charge, reasonable access to and copies of documents, records, and other information relevant to the claim.

A claimant that seeks to commence a lawsuit or legal action against any person, including the Plan, a Plan fiduciary, the Committee, the Company, or any other person or committee, in connection with the Plan must do so in the United States District Court for the Western District of New York. The United States District Court for the Western District of New York is the sole forum for a claimant bringing a lawsuit.

A claimant may not commence a judicial proceeding against any person, including the Plan, a Plan fiduciary, the Committee, the Company, or any other person or committee, with respect to a claim for benefits without first exhausting the claims procedures set forth in the preceding paragraph. No suit or legal action contesting in whole or in part any denial of benefits under this Section 7.4 shall be commenced later than the earlier of (i) the first anniversary of (A) the date of the notice of the final decision on appeals, or (B) if the claimant fails to request any level of administrative review within the timeframe permitted under the claims review procedure, the deadline for requesting the next level of administrative review, and (ii) the last date on which such legal action could be commenced under the applicable statute of limitations under ERISA (including, for this purpose, any applicable state statute of limitations that applies under ERISA to such legal action).

7.5 Engagement of Accountant

The Company shall engage a “qualified public accountant” to prepare such audited financial statements of the operation of the Plan as shall be required by ERISA.

7.6 Limitation on Liability

The Committee shall not be liable for any act or omission on its part, excepting only its own willful misconduct or gross negligence or except as otherwise expressly provided by ERISA. To the extent permitted by applicable law, the Company shall indemnify and save harmless the Committee against any and all claims, demands, suits or proceedings in connection with the Plan and Trust Fund that may be brought by Participants or their beneficiaries, Employees of participating Employers, or by any other person, corporation, entity, government or agency thereof; provided, however that such indemnification shall not apply with respect to acts or omissions of willful misconduct or gross negligence. The Board at the expense of the Company, may settle such claim or demand asserted, or suit or proceedings brought, against the Committee when such settlement appears to be in the best interest of the Company.

7.7 Agent for Service of Process

The Committee or such other person as may from time to time be designated by the Committee shall be the agent for service of process under the Plan.

7.8 Delivery of Elections to Committee

All elections, designation, requests, notices, instructions and other communications required or permitted under the Plan from the Employer, a Participant, Beneficiary or other person to the Committee shall be on the Appropriate Form, shall be mailed by first-class mail or delivered to such location as shall be specified by the Committee, and shall be deemed to have been given or delivered only upon actual receipt thereof by the Committee at such location.

7.9 Delivery of Notice to Participants

All notices, statements, reports and other communications required or permitted under the Plan from the Employer or the Committee to any Employee, Participant, Beneficiary or other person, shall be deemed to have been duly given when delivered to, or when mailed by first class mail, postage prepaid, and addressed to such person at this address last appearing on the records of the Committee.

7.10 Recovery of Benefit Overpayments

The Plan Administrator may or, if required by law, shall, whenever it determines that a person has received benefit payments under this Plan in excess of the amount to which the person is entitled under the terms of the Plan, make reasonable attempts to collect such overpayment from the person. If the person to whom such overpayments were made does not, within a reasonable time, make the requested repayment to the Trustee, the overpayment shall be considered as an advance payment of benefits and the Plan Administrator shall direct the Trustee to reduce all future benefits payable to that person by the Actuarial Equivalent value of the overpayment. This right of recovery does not limit the Plan's right to recover an erroneous payment in any other manner or to otherwise correct the erroneous payment under a method described under the Employee Plans Compliance Resolution System ("EPCRS") as described in Rev. Proc. 2021-30 or any successor program to EPCRS.

**SECTION 8
MANAGEMENT OF THE TRUST FUND**

8.1 Trust Agreement

All assets of the Plan shall be held as a Trust Fund under a Trust Agreement with the Trustee for the exclusive benefit of Participants and their beneficiaries under the Plan, and paying the expenses of the Plan not paid directly by the Employer, and prior to the satisfaction of all liabilities with respect to such persons, no part of the corpus or income of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of such persons. No such person, nor any other person, shall have any interest in or right to any part of the earnings of the Trust Fund, or any rights in, to or under the Trust Fund or any part of its assets, except to the extent expressly provided in the Plan.

8.2 Appointment of the Trustee

All contributions to the Trust Fund shall be delivered to the Trustee, who shall be appointed by the Committee, with such powers in the Trustee as to control and disbursement of the Trust Fund as shall be in accordance with the Plan and Trust Agreement. The Committee may remove the Trustee at any time, upon reasonable notice, and upon such removal or upon the resignation of the Trustee, the Committee shall designate a successor Trustee.

8.3 Investment Authority

Subject to the provisions of the Trust Agreement, the Committee may appoint, and shall retain the power to discharge or replace, an investment manager or managers to manage any assets of the Plan. Such investment manager or managers shall: (a) be registered as an investment advisor under the Investment Advisers Act of 1940; (b) be a bank, as defined in the Investment Advisers Act of 1940; or (c) be an insurance company qualified to manage, acquire or dispose of qualified plan assets under the laws of more than one State; and shall acknowledge in writing to the Trustee and the Committee that it is a fiduciary with respect to the Plan. Notwithstanding anything in the Plan to the contrary, the Trustee shall be relieved of the authority and discretion to manage and

solely control the assets of the Plan to the extent that authority to acquire, dispose of, or otherwise manage the assets of the Plan is delegated to one or more investment managers in accordance with this Section.

8.4 Form of Disbursements

The Trustees shall determine the manner in which the Trust Fund shall be disbursed in accordance with the Plan and the provisions of the Trust Agreement, including the form of voucher or warrant to be used in authorizing disbursements and the qualifications of persons authorized to approve and sign the same and any other matters incident to the disbursement of the Trust Fund.

8.5 Expenses of the Plan

Unless paid by the Employer, the expenses of the administration of the Plan shall be deemed to be expenses of the Trust Fund.

**SECTION 9
CERTAIN RIGHTS AND OBLIGATIONS OF EMPLOYERS**

9.1 Disclaimer of Employer Liability

- (a) It is the intention of the Employer to continue this Plan and to make contributions regularly each year, but nothing in the Plan shall be deemed to require an Employer to make contributions under this Plan, and no Employer shall be under any legal obligation to contribute to this Plan, except to the extent provided by law.
- (b) No liability shall attach to any Employer for payment of any benefit or claim under the Plan, and Participants and their Beneficiaries, and all persons claiming with respect to them, shall have recourse only to the Trust Fund for payment of any benefit or claim.
- (c) The rights of the Participants of the Plan, their Beneficiaries, and other persons are hereby expressly limited and shall be only the rights accorded them under the provisions of the Plan.

9.2 Employer-Employee Relationship

The establishment of this Plan shall not be construed as conferring any legal or other rights upon any Employee or any person for a continuation of employment, nor shall it interfere with the rights of an Employer to discharge any Employee or otherwise act with relation to such person.

9.3 Nondiscriminatory Action

Any discretionary acts to be taken under the provisions of this Plan by an Employer or by the Committee with respect to the classification of employees, contributions, or distribution of benefits, shall be uniform and applicable to all Participants or Beneficiaries or other persons similarly situated.

**SECTION 10
NON-ALIENATION OF BENEFITS**

10.1 Provision with Respect to Assignment and Levy

No benefit under this Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, or charge, and any attempt to do so shall be void; nor

shall any benefit under this Plan be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit.

Notwithstanding any provision in the Plan to the contrary, the Committee shall take such steps as are necessary under the Plan to comply with the terms of any applicable "Qualified Domestic Relations Order" (as defined by Code Section 414(p)). The accrued benefits of any Participants subject to such an order shall be adjusted to reflect any payments made pursuant to such Order.

The Committee shall adopt such procedures as it deems necessary and appropriate to carry out the provisions of this Section.

10.2 Alternate Application

If any Participant or Beneficiary under this Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge any benefit under this Plan, except as may be specifically provided in the Plan, or if any benefit is levied upon, garnished, or attached, then payment of such benefit shall, at the discretion of the Committee, cease and terminate, and in that event the Committee may hold or apply such benefit or any part thereof for the benefit of the Participant or Beneficiary or his or her Spouse, children, or other dependents in such manner and in such proportion as the Committee may deem proper.

10.3 Payments to Minors, etc.

In the event any portion of the Trust Fund becomes distributable under the Plan to a minor or other person under legal disability, the Committee, in its sole discretion, may make such distribution in one or more of the following methods:

- (a) Directly to the minor or other person;
- (b) To the legal guardian or conservator of the minor or other person; or
- (c) To the Spouse, parent, sibling, child, or other relative of the minor or other person for the use of the minor or other person.

The Committee shall not be required to see to the application of any distributions so made to any of such persons, but the receipts thereof shall be a full discharge of the liability of the Committee and the Trust Fund to such minor or other person.

SECTION 11 AMENDMENT AND TERMINATION OF THE PLAN

11.1 Right to Amend

The Company reserves the right to modify or amend any or all of the provisions of this Plan, in whole or in part, at any time and from time to time, by action of the Board; provided however, that the Committee may adopt amendments which do not materially affect the cost of the Plan or which may be necessary or appropriate to facilitate the administration, management or interpretation of the Plan or to conform the Plan thereto, or to qualify or to maintain the Plan and Trust as a plan and trust meeting the requirements of Code Sections 401(a) and 501(a), or any other applicable provisions of the law (including ERISA) and the regulations and provided further that the Chief Financial Officer may adopt amendments that are required to maintain the Plan's compliance with the qualification requirements of Code Sections 401(a) and 501(a) or any other applicable provisions of the law and the regulations. Each participating Employer by its adoption of the Plan shall be deemed to have delegated authority to the Board and the Committee.

Anything in this Plan to the contrary notwithstanding, but consistent with applicable law, the Board in its sole discretion may make any modifications or amendments, additions or deletions in this Plan, as to benefits or otherwise, and retroactively if necessary, and regardless of the effect on the rights of any particular Participants, which it deems appropriate in order to bring this Plan into conformity with or to satisfy the conditions of any applicable laws or regulations, and in order that the Plan and the Trust may qualify and continue to qualify under Code Sections 401(a) and 501(a).

11.2 Right to Terminate

The Company reserves the right to terminate the Plan in full or in part at any time. Each Employer reserves the right to terminate this Plan with respect to its participating Employees. Upon the termination or partial termination of the Plan (if the Participant is affected by such partial termination), either with respect to the entire Plan or with respect to any Employer participating in the Plan, every affected Participant shall be 100% vested in his or her Accrued Benefit.

11.3 Allocation of Assets on Termination

If the Plan is terminated, the assets of the Plan available to provide benefits shall be allocated among the Participants and Beneficiaries receiving or entitled to receive benefits in accordance with the priority classes established by ERISA. The respective amounts allocated to such priority classes shall be distributed to or set aside for the benefit of the persons entitled thereto in such manner as is determined by the Committee.

After the Plan has been terminated, the allocated assets shall be distributed to Participants and their Beneficiaries in the form of annuities, or, if the Actuarial Equivalent value of any benefit is \$5,000 (or such greater amount as is permissible under Code Section 411(a)(11)) or less, in cash. Any residual assets shall be distributed to the Employer if all of the Plan's liabilities to Participants and their Beneficiaries have been satisfied, and if the distribution does not contravene any provision of law.

11.4 Merger

Neither the merger of any Employer with any other company nor the merger or consolidation of this Plan with any other retirement plan whereby assets or liabilities are transferred shall result in the termination of this Plan, or be deemed a termination of employment with respects to any Employee.

The Plan may not merge, consolidate with or transfer assets or liabilities to another plan unless if the Plan then terminated, each Participant would be entitled to receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer, if the Plan had then terminated.

11.5 Appendix to the Plan

Notwithstanding any provision in the Plan to the contrary, the Board of Directors may elect to have special provisions apply with respect to a member of the Group and the employees of such Group member. Such special provisions, which may differ from the provisions of the Plan applicable to other employees, will be stated in an Appendix to the Plan which shall be applicable to such Group member and its employees.

11.6 Prohibition Against Diversion

No part of the corpus or income of the Trust Fund shall, by reason of any modification of or amendment to the Plan, or otherwise, be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries under the Plan and for the payment of administrative expenses of the Plan, except as provided in Section 11.3.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1 Construction

The provisions of this Plan shall be construed, regulated, and administered according to the laws of the State of New York and ERISA.

12.2 Exhibits

Any Exhibits attached hereto, are hereby incorporated by reference and made a part of this Plan.

12.3 Execution

This Plan has been established by the Employer in accordance with the resolutions adopted by its Board and may be executed in any number of counterparts, each of which shall be deemed to be an original. All the counterparts shall constitute one instrument, which may be sufficiently evidenced by any one counterpart.

12.4 Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

SECTION 13 PARTICIPATION IN THE PLAN BY SUBSIDIARIES OR GROUP MEMBERS

13.1 Participation by Subsidiaries or Group Members

Any subsidiary of the Company or Group member may, with the consent of the Board of Directors, become a party to this Plan by adopting the Plan for some or all of its Employees and by executing the Trust Agreement if required under such Trust Agreement. Upon the filing with the Committee of a certified copy of the resolutions or other documents evidencing the adoption of this Plan and a written instrument showing the consent of the Board to participation by such subsidiary or Group member and upon the execution of the Trust Agreement by such subsidiary or Group member, if required under such Trust Agreement, it shall be bound by all the terms thereof as they relate to its employees. Any contributions provided for in the Plan and made by such Employer shall become a part of the Trust Fund and shall be held by the Trustee subject to the terms and provisions of the Trust Agreement.

With the approval of the Company, a participating Employer may elect to have special provisions apply with respect to its Eligible Employees. Such special provisions, which may differ from the provisions of the Plan applicable to Employees of other Employers, shall be stated in an Appendix to the Plan which is applicable to such Employer.

13.2 Withdrawal of Participating Employers

In the event that an organization which has become a participating Employer pursuant to the provisions of Section 13.1, should cease to be a Group member or subsidiary of the Company, such organization shall forthwith be deemed to have withdrawn from the Plan and the Trust Agreement. Any one or more of the employers may voluntarily withdraw from the Plan by giving 6 months' notice in writing of such intention to withdraw to the Board of Directors and to the Trustee (unless a shorter notice shall be agreed to by the Board of Directors and by the Trustee).

Upon any such withdrawal by any such Employer the Trustee shall determine that portion of the Trust Fund allocable to the Participants and their beneficiaries thereby affected, consistent with the provisions of ERISA and the regulations thereunder. Subject to the provisions of ERISA and regulations thereunder the Trustee shall then set aside from the trust assets then held by them, such securities and other property as they shall deem to be equal in value to the portion of the Trust Fund so allocable to the withdrawing Employer. At the discretion of the Trustee and subject to the provisions of ERISA and regulations thereunder the Trustee shall either (a) hold such assets so set aside and to apply the same for the exclusive benefit of the Participants and beneficiaries so affected on the same basis as if the Trust had been terminated pursuant to Section 13.2 upon the date of such withdrawal, or (b) deliver such assets to a Trustee to be selected by such withdrawing Employer.

SECTION 14 IN EVENT PLAN BECOMES TOP-HEAVY

14.1 Special Top-Heavy Definitions

For purposes of this Section 14, the following terms shall have the following meanings:

- (a) "Determination Date" means, with respect to any Plan Year, the last Valuation Date of the preceding Plan Year.
 - (b) "Key Employee" means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Company having annual compensation greater than \$130,000, a five-percent owner of the Company, or a one-percent owner of the Company having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.
 - (c) "Permissive Aggregation Group" means, with respect to a given Plan Year, this Plan and all other plans of the Employer and Group members (other than those included in the Required Aggregation Group) which, when aggregated with the Plans in the Required Aggregation Group, continue to meet the requirement of Code Sections 401(a)(4) and 410.
 - (d) "Present Value of Accrued Benefit" means, in determining the value of any individual's account or the present value of his or her accrued benefit under this Plan or any other plan in the Aggregation Group:
 - (i) the value of such account or the present value of such Accrued Benefit shall be increased by the aggregate distributions made with respect to such individual under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the one-year period ending on the Determination Date
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and distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period.";

- (ii) rollover contributions and transfers from other plans shall not be taken into account to the extent provided under Code Section 416 and the regulations thereunder;
 - (iii) if any person had not performed any services for the Employer or any Group member at any time during the one-year period ending on the Determination Date, then the Participant's Present Value of Accrued Benefit and account balances shall not be taken into account; and
 - (iv) the present value of such Accrued Benefit for a defined benefit plan shall be determined by using actuarial assumptions set forth in the applicable Exhibit to the Plan.
- (e) "Required Aggregation Group" means with respect to a given Plan Year, (i) this Plan, (ii) each other plan of the Employer and a Group member in which a Key Employee is a participant, and (iii) each other plan of the Employer and a Group member which enables a plan described in (i) or (ii) to meet the requirements of Code Section 401(a)(4) or Code Section 410, regardless of whether the plan has terminated.
- (f) "Top-Heavy" means, with respect to the Plan for a Plan Year that the Present Value of Accrued Benefit of Key Employees exceeds 60% of the Present Value of Accrued Benefit of all Participants. For the purpose of making a determination as to the top-heaviness of this Plan under Code Section 416(g), this Plan will be aggregated with any other plan maintained by the Employer and/or a Group member in the Aggregation Group. Pursuant to Code Section 416(g), the Top-Heavy Ratio for Key Employees for any Plan Year shall be determined as of the Determination Date based on the actuarial assumptions set forth in the applicable Exhibit to the Plan and the Present Value of Accrued Benefit determined by such assumptions as of the "Valuation Date." For purposes of this Exhibit, the Valuation Date is any day within the Plan Year in which such Determination Date occurs on which the plan is valued for determining Plan costs.

The Present Value of Accrued Benefit under any defined benefit plan used in testing whether the plan is top heavy shall be determined as if pensions accrue ratably unless the same accrual rate is used for all plans maintained by the Employer.

- (g) "Top-Heavy Group" means, with respect to a given Plan Year, a group of plans of the Employer which, in the aggregate, meet the requirements of the definition contained in Code Section 416(g)(2)(b).

14.2 Special Top-Heavy Provisions

Notwithstanding any other provisions of the Plan to the contrary, the following provisions of this Section 14.2 shall automatically become operative and shall supersede any conflicting provisions of the Plan if, in any Plan Year, the Plan is Top-Heavy.

- (a) The Minimum Pension shall be payable to any Employee who is not a Key Employee equal to 2% of annual compensation, averaged over the consecutive Top-Heavy Plan Years (not in excess of five) that produce the highest average, for each Year of Service as a Participant completed after December 31, 1983 during which any Top-Heavy Plan Year
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ended, to a maximum of 20%. In determining a Participant's Years of Service for this purpose, service which occurs during a Plan Year when the Plan benefits no Key Employee or former Key Employee shall be disregarded. Such Minimum Pension shall commence to a single Participant in the form of a single life annuity only (with no ancillary benefits) at Normal Retirement Date; provided, however, that if payments commence other than at Normal Retirement Date, the Minimum Pension must be at least the Actuarial Equivalent of the Minimum Pension payable at Normal Retirement Date.

This provision shall not apply to the extent minimum pension or contributions required under Code Section 416 are provided under another qualified plan maintained by the Employer.

- (b) The following vesting schedule shall be substituted for the provision appearing in Section 3 of the Plan:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
At least 2	20%
At least 3	40%
At least 4	60%
5 or more	100%

In the event that a Plan Year which follows a Top-Heavy Plan Year is not in itself a Top-Heavy Plan Year, then the vested percentage of each Participant who completed less than 3 Years of Service at the end of the last Top-Heavy Plan Year shall be determined without regard to this Article 14 but in no event shall his or her vested percentage of his or her Accrued Benefit at the date the Plan ceases to be Top-Heavy be reduced. A Participant who has 3 or more Years of Service at the end of a Top-Heavy Plan Year shall always be vested under either Section 3 of the Plan or this Section 14, whichever provision provides the more favorable vesting for such Participant.

- (c) In the event that Congress should provide by statute, or the Treasury Department should provide by regulation or ruling, that the limitations provided in this Section 14 are no longer necessary for the Plan to meet the requirements of Code Section 401 or other applicable law then in effect, such limitations shall become void and shall no longer apply, without the necessity of further amendment to the Plan.

SECTION 15

FUNDING-BASED RESTRICTIONS

Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 80 Percent, But Not Less Than 60 Percent

. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 80 percent (or would be less than 80 percent to the extent described in Section 15.1(b) below) but is not less than 60 percent, then the limitations set forth in this Section 15.1 apply.

- (a) 50 Percent Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments. A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:
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- (i) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or
- (ii) 100 percent of the Pension Benefit Guaranty Corporation maximum benefit guarantee amount (as defined in section 1.436-1(d)(3)(iii)(C) of the Treasury regulations).

The limitation set forth in this Section 15.1(a) does not apply to any payment of a benefit which under Code section 411(a)(11) may be immediately distributed without the consent of the Participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a Participant or Beneficiary as of the annuity starting date because of the application of the requirements of this Section 15.1(a), the Participant or Beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in section 1.436-1(d)(3)(iii)(D) of the Treasury regulations). The Participant or Beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50 percent/Pension Benefit Guaranty Corporation maximum benefit guarantee amount limitation described in this Section 15.1(a), or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

- (b) Plan Amendments Increasing Liability for Benefits. No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:
 - (i) Less than 80 percent; or
 - (ii) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

The limitation set forth in this Section 15.1(b) does not apply to any amendment to the Plan that provides a benefit increase under a Plan formula that is not based on compensation, provided that the rate of such increase does not exceed the contemporaneous rate of increase in the average wages of Participants covered by the amendment.

Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 60 Percent

. Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent (or would be less than 60 percent to the extent described in Section 15.1(b) below), then the limitations in this Section 15.2 apply.

- (a) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted. A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable Section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this Section 15.2(a) does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.
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- (b) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid. An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:
 - (i) Less than 60 percent; or
 - (ii) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.
- (c) Benefit Accruals Frozen. Benefit accruals under the Plan shall cease as of the applicable Section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this Section 15.2(c), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

Limitations Applicable If the Plan Sponsor Is in Bankruptcy

. Notwithstanding any other provisions of the Plan, a Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the Plan sponsor is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. In addition, during such period in which the Plan sponsor is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this Section 15.3 does not apply to any payment of a benefit which under Code Section 411(a)(11) may be immediately distributed without the consent of the Participant.

Provisions Applicable After Limitations Cease to Apply

- (a) Resumption of Prohibited Payments. If a limitation on prohibited payments under Section 15.1(a), Section 15.2(a), or Section 15.3 applied to the Plan as of a Section 436 measurement date, but that limit no longer applies to the Plan as of a later Section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later Section 436 measurement date.
 - (b) Resumption of Benefit Accruals. If a limitation on benefit accruals under Section 15.2(c) applied to the Plan as of a Section 436 measurement date, but that limitation no longer applies to the Plan as of a later Section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later Section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulation 29 CFR § 2530.204-2(c) and (d).
 - (c) Shutdown and Other Unpredictable Contingent Event Benefits. If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because
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of the limitation of Section 15.2(b) but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of section 1.436-1(g)(5)(ii)(B) of the Treasury regulations), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to Section 15.2(b)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit.

- (d) Treatment of Plan Amendments That Do Not Take Effect. If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section 15.1(b) or Section 15.2(c), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of section 1.436-1(g)(5)(ii)(C) of the Treasury regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.

Notice Requirement

- . See section 101(j) of ERISA for rules requiring the plan administrator of a single employer defined benefit pension plan to provide a written notice to Participants and Beneficiaries within 30 days after certain specified dates if the Plan has become subject to a limitation described in Section 15.1(a), Section 15.2, or Section 15.3.

Methods to Avoid or Terminate Benefit Limitations

- . See Code Section 436(b)(2), (c)(2), (e)(2), and (f) and section 1.436-1(f) of the Treasury regulations for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Sections 15.1, 15.2 and 15.3 for a Plan Year. In general, the methods a Plan sponsor may use to avoid or terminate one or more of the benefit limitations under Sections 15.1, 15.2 and 15.3 for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

Special Rules

- (a) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.
- (i) In General. Code Section 436(h) and section 1.436-1(h) of the Treasury regulations set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to section 1.436-1(h)(4)(ii) of the Treasury regulations but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Code Section 436(h) and section 1.436-1(h) of the Treasury regulations applies to the Plan, the limitations under Sections 15.1, 15.2
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and 15.3 are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Code Section 436(h) and section 1.436-1(h)(1), (2), or (3) of the Treasury regulations. These presumptions are set forth in Sections 15.7(a)(ii) through (iv).

- (ii) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under Section 15.1, 15.2 and 15.3 applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 15.7(a)(iii) or Section 15.7(a)(iv) applies to the Plan:
 - (A) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and
 - (B) The first day of the current Plan Year is a Section 436 measurement date.
 - (iii) Presumption of Underfunding Beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than 90 percent, or is described in Treas. Reg. § 1.436-1(h)(2)(ii), then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 15.7(a)(iv) applies to the Plan:
 - (A) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and
 - (B) The first day of the 4th month of the current Plan Year is a Section 436 measurement date.
 - (iv) Presumption of Underfunding On and After First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to section 1.436-1(h)(4)(ii) of the Treasury regulations but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:
 - (A) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and
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(B) The first day of the 10th month of the current Plan Year is a Section 436 measurement date.

(b) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.

- (i) First 5 Plan Years. The limitations in Section 15.1(b), Section 15.2(b), and Section 15.2(c) do not apply to a new Plan for the first 5 Plan Years of the Plan, determined under the rules of Code Section 436(i) and section 1.436-1(a)(3)(i) of the Treasury regulations.
- (ii) Plan Termination. The limitations on prohibited payments in Section 15.1(a), Section 15.2(a), and Section 15.3 do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this Section of the Plan do not cease to apply as a result of termination of the Plan.
- (iii) Exception to Limitations on Prohibited Payments Under Certain Frozen Plans. The limitations on prohibited payments set forth in Sections 15.1(a), 15.2(a), and 15.3 do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any Participants. This Section 15.7(b)(iii) shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.
- (iv) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Section 15.7(a) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Section 15.1(b) and Section 15.2(b) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of section 1.436-1(g)(2)(iii) of the Treasury regulations.

(c) Special Rules Under PRA 2010.

- (i) Payments Under Social Security Leveling Options. For purposes of determining whether the limitations under Section 15.1(a) or 15.2(a) apply to payments under a social security leveling option, within the meaning of Code Section 436(j)(3)(C)(i), the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) and any Treasury regulations or other published guidance thereunder issued by the Internal Revenue Service.
 - (ii) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under Section 15.2(c) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) (except as provided under section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).
 - (d) Interpretation of Provisions. The limitations imposed by this Section of the Plan shall be interpreted and administered in accordance with Code Section 436 and section 1.436-1 of the Treasury regulations.
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Definitions

. The definitions in the following Treasury regulations apply for purposes of this Section 15: section 1.436-1(j)(1) defining adjusted funding target attainment percentage; section 1.436-1(j)(2) defining annuity starting date; section 1.436-1(j)(6) defining prohibited payment; section 1.436-1(j)(8) defining Section 436 measurement date; and section 1.436-1(j)(9) defining an unpredictable contingent event and an unpredictable contingent event benefit.

Effective Date

. The rules in this Section 15 are effective for Plan Years beginning after December 31, 2007.

Scrivener's Error

. If due to errors in drafting, any Plan provision does not accurately reflect its intended meaning, as demonstrated by prior interpretations or other evidence of intent, or as determined by the Plan Administrator in its sole and exclusive judgment, the provision shall be considered ambiguous and shall be interpreted by the Plan Administrator in a fashion consistent with its intent, as determined by the Plan Administrator. The Plan may be amended retroactively to cure any such ambiguity, notwithstanding anything in the Plan to the contrary.

IN WITNESS WHEREOF, and as evidence of the adoption of the amended and restated Plan Retirement Plan by the Company, it has caused the same to be signed by its officer duly authorized, and its corporate seal, if applicable, to be affixed this 21st day of December, 2022.

MONRO, INC.

/s/ Matt Henson

Matt Henson

Chief Human Resources Officer

**EXHIBIT A
CALCULATION OF OPTIONAL FORMS OF BENEFIT**

**DETERMINATION OF ACTUARIAL EQUIVALENCE -
OTHERWISE PAYABLE BENEFIT MULTIPLIED
BY APPROPRIATE ADJUSTMENT FACTOR
(MONTHLY RETIREMENT ANNUITY PER \$1 PER MONTH)**

[FOR PURPOSES OF THESE TABLES AGE MEANS AGE AT NEAREST BIRTHDAY]

The amount of a benefit to be paid in an optional form shall be equal to the product of (a) the Employee's Accrued Benefit and (b) the Straight Life Adjustment Factor divided by the applicable optional form adjustment factor.

LIFE ANNUITY

<u>AGE</u>	<u>STRAIGHT LIFE ADJUSTMENT FACTORS</u>
50	129.16
51	127.74
52	126.25
53	124.71
54	123.11
55	121.45
56	119.71
57	117.91
58	116.02
59	114.05
60	112.02
61	109.91
62	107.75
63	105.52
64	103.21
65	100.85
66	98.45
67	96.03
68	93.60
69	91.18
70	88.76
71	86.36
72	83.99
73	81.62
74	79.23
75	76.79

CERTAIN AND LIFE ANNUITY

<u>AGE</u>	<u>CERTAIN PERIOD ADJUSTMENT FACTORS</u>		
	<u>60 MONTHS</u>	<u>120 MONTHS</u>	<u>180 MONTHS</u>
50	129.76	131.38	133.68
51	128.40	130.17	132.68
52	126.98	128.91	131.65
53	125.51	127.61	130.60
54	123.98	126.28	129.53
55	122.40	124.90	123.45
56	120.75	123.47	127.36
57	119.03	122.01	126.26
58	117.25	120.51	125.16
59	115.41	118.98	124.07
60	113.51	117.43	122.98
61	111.55	115.86	121.90
62	109.55	114.29	120.83
63	107.50	112.72	119.79
64	105.41	111.14	118.77
65	103.29	109.58	117.78
66	101.16	108.02	116.82
67	99.03	106.50	115.91
68	96.92	105.00	115.05
69	94.83	103.53	114.24
70	92.75	102.10	113.48
71.	90.69	100.73	112.78
72	88.66	99.40	112.13
73	86.64	98.13	111.53
74	84.61	96.91	110.98
75	82.60	95.74	110.48

50% JOINT & SURVIVOR ANNUITY ADJUSTMENT FACTORS

Age of Contingent Annuitant	50	55	60	65	70	75
50	135.17	130.22	124.45	117.83	110.78	104.19
51	134.93	129.92	124.07	117.36	110.23	103.59
52	134.72	129.62	123.69	116.89	109.67	102.97
53	134.49	129.33	123.31	116.41	109.09	102.34
54	134.29	129.03	122.92	115.91	108.50	101.68
55	134.07	128.74	122.54	115.41	107.89	101.01
56	133.87	128.44	122.14	114.90	107.26	100.32
57	133.66	128.15	121.74	114.37	106.62	99.60
58	133.44	127.85	121.33	113.83	105.96	98.86
59	133.23	127.55	120.91	113.27	105.28	98.10
60	133.02	127.25	120.49	112.70	104.59	97.31
61	132.81	126.95	120.06	112.13	103.88	96.51
62	132.61	126.65	119.62	111.55	103.18	95.70
63	132.41	126.34	119.18	110.95	102.46	94.88
64	132.20	126.03	118.74	110.36	101.74	94.03
65	131.99	125.71	118.29	109.75	101.02	93.18
66	131.77	125.39	117.64	109.16	100.31	92.33
67	131.56	125.08	117.40	108.59	99.62	91.49
68	131.36	124.78	116.98	108.04	98.96	90.67
69	131.17	124.50	116.58	107.54	98.33	89.87
70	130.98	124.23	116.22	107.07	97.72	89.09
71	130.82	124.00	115.89	106.65	97.16	88.34
72	130.68	123.80	115.62	106.27	96.62	87.62
73	130.57	123.63	115.38	105.92	96.11	86.92
74	130.47	123.49	115.15	105.57	95.59	86.23
75	130.38	123.34	114.92	105.21	95.07	85.53

66 & 2/3% JOINT & SURVIVOR ANNUITY ADJUSTMENT FACTORS

Age of Contingent Annuitant	50	55	60	65	70	75
50	137.17	133.14	128.59	123.49	118.12	113.32
51	136.86	132.74	128.08	122.87	117.37	112.52
52	136.57	132.34	127.58	122.24	116.64	111.70
53	136.27	131.95	127.07	121.39	115.87	110.86
54	135.99	131.56	126.56	120.94	115.08	109.98
55	135.71	131.17	126.04	120.26	114.27	109.09
56	135.43	130.77	125.52	119.58	113.43	108.16
57	135.16	130.39	124.99	118.88	112.58	107.21
58	134.87	129.98	124.44	118.15	111.69	106.22
59	134.58	129.59	123.88	117.41	110.79	105.20
60	134.31	129.19	123.31	116.65	109.86	104.15
61	134.03	128.79	122.74	115.89	108.93	103.09
62	133.76	128.38	122.16	115.11	107.98	102.01
63	133.50	127.98	121.57	114.32	107.03	100.91
64	133.22	127.56	120.98	113.52	106.07	99.78
65	132.93	127.13	120.38	112.72	105.11	98.65
66	132.64	126.71	119.78	111.93	104.16	97.51
67	132.36	126.30	119.19	111.17	103.24	96.39
68	132.09	125.90	118.63	110.44	102.36	95.29
69	131.84	125.52	118.10	109.77	101.52	94.23
70	131.59	125.16	117.62	109.14	100.71	93.18
71	131.37	124.85	117.19	108.58	99.96	92.18
72	131.19	124.58	116.82	108.07	99.24	91.23
73	131.04	124.36	116.50	107.61	98.56	90.30
74	130.90	124.17	116.20	107.14	97.87	89.37
75	130.78	123.97	115.89	106.67	97.17	88.44

100% JOINT & SURVIVOR ANNUITY ADJUSTMENT FACTORS

Age of Contingent Annuitant	50	55	60	65	70	75
50	141.17	138.99	136.88	134.81	132.80	131.59
51	140.71	138.39	136.12	133.88	131.70	130.39
52	140.27	137.79	135.36	132.93	130.58	129.16
53	139.83	137.21	134.60	131.96	129.42	127.89
54	139.41	136.61	133.83	130.98	128.24	126.58
55	138.99	136.03	133.06	129.97	127.02	125.23
56	138.57	135.44	132.27	128.94	125.77	123.85
57	138.15	134.85	131.47	127.89	124.49	122.42
58	137.72	134.25	130.65	126.80	123.16	120.94
59	137.30	133.66	129.81	125.69	121.80	119.40
60	136.88	133.06	128.96	124.56	120.42	117.83
61	136.46	132.46	128.10	123.40	119.01	116.24
62	136.06	131.85	127.23	122.24	117.59	114.61
63	135.66	131.24	126.35	121.06	116.17	112.97
64	135.24	130.61	125.46	119.86	114.73	111.28
65	134.81	129.97	124.56	118.65	113.28	109.57
66	134.38	129.33	123.66	117.47	111.87	107.88
67	133.95	128.72	122.78	116.32	110.49	106.20
68	133.55	128.12	121.93	115.23	109.16	104.54
69	133.17	127.56	121.15	114.23	107.90	102.95
70	132.80	127.02	120.42	113.28	106.69	101.38
71	132.47	126.55	119.77	112.44	105.55	99.88
72	132.20	126.15	119.22	111.68	104.48	98.46
73	131.97	125.82	118.74	110.98	103.46	97.05
74	131.78	125.53	118.29	110.29	102.42	95.67
75	131.59	125.23	117.83	109.57	101.38	94.26

EXHIBIT B

CALCULATION OF LUMP SUMS

Mortality:

The “applicable mortality table” prescribed in Internal Revenue Code section 417(e)(3).

Interest:

The “applicable interest rate” prescribed in Code section 417(e)(3)(A), as amended, for the month of February preceding the Plan Year of the distribution. For purposes of these assumptions, February shall be the “lookback month” and the Plan Year shall be the “stability period” as defined under Treasury Regulations Section 1.417(e)-1.

Notwithstanding anything in the Plan to the contrary, with respect to the Code section 415 limit, for purposes of adjusting the annual benefit to a straight life annuity, the equivalent annual benefit shall be the greater of the equivalent annual benefit computed using the Plan’s interest rate and Plan mortality table (or other tabular factor) and the equivalent annual benefit computed using five percent (5%) interest rate assumption and the “applicable mortality table.” However, for purposes of adjusting the annual benefit to a straight life annuity, if the annual benefit is paid in any form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the Surviving Spouse, then the equivalent annual benefit shall be the greater of the equivalent annual benefit computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual benefit computed using the “applicable interest rate” and the “applicable mortality table.” With respect to Plan Years beginning in 2004 and 2005, for purposes of adjusting the annual benefit to a straight life annuity, if the annual benefit is paid in any form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the Surviving Spouse, then the equivalent annual benefit shall be the greater of the equivalent annual benefit computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent annual benefit computed using five and one-half percent (5.5%) and the “applicable mortality table.”

Effective January 1, 2006, notwithstanding any provision in the Plan to the contrary, with respect to the Code section 415 limit, for purposes of adjusting a lump sum payment or any other form of payment subject to Code section 417(e) to a straight life annuity, the interest rate to be used shall be the interest rate set for in (a), (b) or (c) below which produces the highest benefit:

- (a) 5.5%,
- (b) the rate that produces a benefit of not more than 105% of the benefit that would be produced using the Code section 417(e) applicable interest rate, or
- (c) the rate specified in the Plan.

For purposes of determining the current value of a lump sum benefit, Actuarial Equivalence shall be calculated in accordance with Code Section 417(e)(3), Revenue Ruling 2007-67 and such other guidance as may be issued by the Commissioner of Internal Revenue; provided that the “applicable interest rate” shall be determined based on the look back month and stability period set forth above.

EXHIBIT C

LIMITATION ON CERTAIN BENEFITS

Anything in the Plan to the contrary notwithstanding, the following limitations shall apply to the payment of certain benefits:

- (a) The benefits provided by Employer contributions for Highly Compensated Employees and Highly Compensated Former Employees (as described in Code Section 414(q)) shall be limited upon the Plan's termination to a benefit that is nondiscriminatory under Code Section 401(a)(4); and
- (b) Subject to the provisions of Section (b) of this Exhibit B, the annual I payment of benefits provided by Employer contributions for the 25 highest-paid Highly Compensated Employees and Highly Compensated Former Employees (as described in Code Section 414(q)) shall not exceed the annual payments that would be made under a single life annuity that is the actuarial equivalent of the Member's accrued benefit and other benefits under the Plan.

The restrictions contained in sub-Section (b) above do not apply if:

- (i) after payment of benefits to a Member described in sub-Section (b) above the value of the Plan's assets equals or exceeds 110% of its current liabilities (as defined in Code Section 412(1)(7) as in effect before January 1, 2008 or in accordance with the IRS guidance); or
 - (ii) the value of the benefits payable to a Member described in sub-Section (b) above is \$5,000 or less; or
 - (iii) the value of the benefits payable to a Member described in sub-Section (b) is less than 1% of its current liabilities (as defined in Code Section 412(1)(7) as in effect before January 1, 2008 or in accordance with the IRS guidance); or
 - (iv) prior to receipt of a distribution the Member agrees that upon distribution he or she will promptly deposit in escrow with an acceptable depository property, having a fair market value equal to at least 125% of the Restricted Amount (as defined below). Alternatively, the repayment agreement may be secured by a bank letter of credit or by posting a bond equal to at least 100% of the Restricted Amount. For this purpose, the bond must be furnished by an insurance company, bonding company or other surety approved by the U.S. Treasury Department as an acceptable surety for federal bonds, and
 - (v) the Member agrees with the following provisions of this subsection (b)(v):
 - (A) amounts in the escrow account in excess of 125% of the Restricted Amount may be paid to the Member. Where the repayment obligation has been secured by a bank letter of credit or a bond, any liability in excess of 100% of the Restricted Amount may be released; and
 - (B) the Member has the right to receive any income from the property placed in escrow, provided however, that if the market value of the property in the escrow account falls below 110% of the Restricted Amount, the Member must deposit additional property to bring the value of the property held by the depository up to 125% of the Restricted Amount; and
-

- (C) A depository may not redeliver to a Member any property held under a repayment agreement, other than amounts in excess of 125% of the Restricted Amount, and a surety or bank may not release any liability on a bond or letter of credit unless the Committee certifies to the depository, surety or bank that the Member (or the Member's estate) is no longer obligated to repay any amount under the repayment agreement. The Committee will make such a certification if any time after the distribution commences either (I) the value of Plan assets equals or exceeds 110% of the value of current liabilities; or (II) the value of the Member's future Nonrestricted Limit (as defined below) constitutes less than 1% of the value of current liabilities; or (III) the value of the Member's future Nonrestricted Limit does not exceed \$5,000; or (IV) the Plan has terminated and the benefit received by the Member is nondiscriminatory.

For purposes of the above, the following definitions shall apply:

"Restricted Amount" is the excess of the Accumulated Amount (as defined below) of distributions made to the Member over the Accumulated Amount of the Member's Nonrestricted Limit (as defined below).

"Nonrestricted Limit" is equal to the payments that could have been distributed to the Member, commencing when the distribution commenced to the Member, had the Member received payments in the form described in Section (7)(b) of this Exhibit B.

"Accumulated Amount" is the amount of a payment increased by a reasonable amount of interest from the date the payment was made (or would have been made) until the date for the determination of the Restricted Amount.

In the event that Congress should provide by statute, or the Treasury Department should provide by regulation or ruling, that the limitations provided in this Exhibit C are no longer necessary for the Plan to meet the requirements of Section 401 or other applicable law then in effect, such limitations shall become void and shall no longer apply, without the necessity, of further amendment to the Plan.

EXHIBIT D

PROVISIONS APPLICABLE TO KIMMEL AUTOMOTIVE PARTICIPANTS

The provisions set forth in this Appendix pertain only to those Participants who have a frozen Accrued Benefit which was accrued under the Kimmel Automotive Pension Plan, which was subsequently merged into this Plan. The sections referenced below will supersede the parallel provision in the body of the Plan document with respect to those Participants.

Retirement Benefit Provisions

Definitions

“Accrued Benefit” means the retirement benefit a Participant is entitled to receive and is equal to his Accrued Benefit calculated pursuant to the provisions of the Kimmel Automotive Pension Plan, frozen as of May 15, 2001, and computed to the nearest cent. Such Participant’s Accrued Benefit shall not consider any additional Years of Service beyond May 15, 2001, or any additional Compensation beyond May 15, 2001.

Under the frozen Kimmel Automotive Pension Plan, a Participant’s Accrued Benefit is a monthly pension, commencing on his Normal Retirement Age and continuing for life, equal to 30% of his Final Average Compensation less 15% of his Adjusted Average Compensation not in excess of Covered Compensation; provided, however, that the monthly pension of any Participant who shall, at his Retirement date, or date of termination, if earlier, have rendered fewer than 30 Years of Service at such date, shall be reduced by 1/30th for each year that his full Years of Service are less than 30.

However for Code Section 401(a)(17) Employees (Employees with Compensation in excess of \$150,000 in any year prior to 1994), the Normal Retirement Benefit shall equal the greater of the preceding paragraph benefit, using all years of Service and the 401(a)(17) Compensation limit in effect in the year of separation of service, or if greater, the sum of (a) and (b) below:

(a) The frozen accrued benefit as of December 31, 1993 determined as if the employee terminated on that date and using the 401(a)(17) limit(s) in effect on that date, plus

(b) The Employee’s accrued benefit determined under the formula applicable to benefit accrual in years after December 31, 1993, using Years of Service after December 31, 1993 and 401(a)(17) compensation limit(s) after December 31, 1993.

Any monthly pension benefit shall be reduced by an amount paid or payable to or on account of any Participant under any other qualified pension plan of the Employer to the extent that such amount paid or payable under such other qualified pension plan is attributable to contributions paid by the Employer with respect thereto, if such benefit under such other plan would result in a duplication of pension benefits. The foregoing shall not apply, however, to benefits payable under the Federal Social Security Act.

“Adjusted Average Compensation” has the same meaning as “Final Average Compensation” except that Compensation for any year in excess of the Social Security Taxable Wage Base in effect at the beginning of such year shall not be taken into account.

“Covered Compensation” means the average of the maximum Taxable Wage Bases for the 35-year period ending with the year in which the individual attains Social Security retirement age. For

purposes of calculating pension benefits for Participants who terminate employment before normal retirement age, it shall be assumed that the wage base in effect in the year of the Participant's termination shall remain the same until he reaches Social Security retirement age.

"Final Average Compensation" shall mean 1/12th of the average of the Participant's annual Compensation over the three consecutive full calendar years during the ten Plan Years as an Employee, ending on or prior to the date as of which benefits are calculated, which give the highest average. For purposes of this paragraph, a "full calendar year" means a calendar year in which the Employee was credited with at least 1,000 Hours of Service; provided, further, that where the Employee is credited with at least 1,000 Hours during a calendar year, his actual compensation for that year shall not be annualized. Adjusted Average Compensation shall have the same meaning as Final Average Compensation, except that compensation for any year in excess of the Social Security Taxable Wage Base in effect at the beginning of such year shall not be taken into account.

"Normal Retirement Date" means:

(a) for Participants who first became Participants prior to January 1, 1995, the first day of the month coincident with or next following the Participant's 65th birthday;

(c) for Participants who first became Participants after December 31, 1994, the first day of the month coinciding with or next following the Participant's 65th birthday, or the Participant's 5th anniversary of joining the Plan, if later.

"Taxable Wage Base" means the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.

"Year of Service" means a Plan Year in which an Employee has at least 1,000 Hours of Service, and all Plan Years from his date of hire, including years prior to the adoption of the Plan, which are not otherwise excluded either due to a Break in Service or as detailed below shall be used to determine Year of Service under this paragraph. However, for years prior to January 1, 1977, "Year of Service" shall be determined by the Employer employment records as of that date, giving credit for a "Year of Service" for each calendar year in which an Employee was employed for the full year.

If a Participant incurs five or more consecutive one-year Breaks in Service, he shall lose credit for all Years of Service prior to the initial one-year Break in Service unless:

(a) the Participant had a vested interest in his Accrued Benefit immediately prior to his initial one-year Break in Service, or

(d) the number of his Years of Service prior to his initial one-year Break in Service exceeds the number of his one-year Breaks in Service.

Amount of Retirement Benefit. Subject to the limits set forth herein, the monthly normal retirement benefit payable to an Employee is equal to his frozen Accrued Benefit as of May 15, 2001.

Early Retirement Benefit Provisions

"Early Retirement Date" means the date (prior to Normal Retirement Date) which is the later of (1) the date on which a Participant or former Participant attains the later of age 55 and (2) the date he completes ten Years of Service with the Employer. Effective January 1, 1995, for any new Participant or for any Participant who has not completed five Years of Service by December 31, 1994, "Early Retirement Date" means the date (prior to Normal Retirement Date) which is the later of (1) the date on

which a Participant or former Participant attains the later of age 62 and (2) the date he completes 20 Years of Service with the Employer. A Participant shall become fully vested upon reaching his Early Retirement Date if still employed.

A former Participant who separates from service after satisfying the service requirement for Early Retirement and who thereafter reaches the age requirement contained herein shall be entitled to receive benefits under this Plan.

In the event that a Participant elects to begin receiving his benefit prior to his Normal Retirement Date, his benefit shall equal his Accrued Benefit reduced by 1/15th for each of the first five years and 1/30th for each of the next five years that the date on which benefits commence precedes the Participant's Normal Retirement Date.

Late Retirement Provisions

At the request of a Participant, the Participant may be continued in employment beyond Normal Retirement Date. In such event, no retirement benefit will be paid to the Participant until the earlier of (1) the date the Participant elects to commence retirement benefits following his or her Normal Retirement Date, (2) the date the Participant actually retires, or (3) the April 1 following the calendar year in which the Participant attains age 72 (age 70 ½, if the Participant was born before July 1, 1949). At the close of each Plan Year prior to the Participant's actual Retirement Date, a Participant shall be entitled to a retirement benefit equal to the greater of (a) the Actuarial Equivalent of the monthly retirement benefit such Participant was entitled to at the close of the prior Plan Year, or (b) the Participant's Accrued Benefit determined at the close of the Plan Year. The monthly retirement benefit calculated pursuant to this paragraph shall be offset by the actuarial value of the total benefit distributions (pursuant to Section 5.10) made by the close of the Plan Year.

Optional Forms of Benefit Payments

Optional Forms of Benefits. In the event a married Participant duly elects pursuant to paragraph (a)(2) above not to receive benefits in the form of a joint and survivor annuity, or if such Participant is not married, in the form of a life annuity, the Administrator, pursuant to the election of the Participant, shall direct the Trustee to distribute to a Participant or such Participant's Beneficiary an amount which is the Actuarial Equivalent of the monthly retirement benefit provided in Section 5.1(c) in one or more of the following methods:

- (a) Monthly pension payable over the life of the Participant.
- (e) Reduced monthly pension payable over the life of the Participant and the life of the Participant's designated Beneficiary (50% joint and survivor annuity).
- (f) Reduced monthly pension payable over the life of the Participant and the life of the Participant's designated Beneficiary (66 2/3% joint and survivor annuity).
- (g) Reduced monthly pension payable over the life of the Participant and the life of the Participant's designated Beneficiary (75% joint and survivor annuity).
- (h) Reduced monthly pension payable over the life of the Participant and the life of the Participant's designated Beneficiary (100% joint and survivor annuity).

However, any such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and the Participant's

designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and the Participant's designated Beneficiary).

"Actuarial Equivalent". For purposes of determining a lump sum, the Actuarial Equivalent as of any determination date on or after April 1, 2008 shall be determined as follows:

(a) for determination dates prior April 1, 2009, the greater of the value determined under (i) or (ii):

(i) Actuarial Equivalence as calculated in accordance with Code Section 417(e)(3), Revenue Ruling 2007-67 and such other guidance as may be issued by the Commissioner of Internal Revenue; provided that the "applicable interest rate" shall be determined as of the month immediately preceding the first day of the Plan Year;

(ii) Actuarial Equivalence as calculated in accordance with Code Section 417(e)(3), Revenue Ruling 2007-67 and such other guidance as may be issued by the Commissioner of Internal Revenue; provided that the "applicable interest rate" shall be determined for the month of February immediately preceding the first day of the Plan Year.

(i) for determination dates on or after April 1, 2009, the Actuarial Equivalent basis as described in (a)(ii) above.

For purposes of determining optional forms of benefit payments not subject to Code Section 417(e)(3), "Actuarial Equivalent" shall mean the dollar value of a benefit computed on the basis of the Group Annuity Table for 1971 using 100% male rates and an interest rate of seven percent (7%).

Involuntary Cashouts

The involuntary cashout provisions in Section 5.2(b) of the Plan shall apply.

SUBSIDIARIES OF THE COMPANY

Monro Service Corporation	Delaware
Car-X, LLC	Delaware
MNRO Holdings, LLC	Delaware
MNRO Service Holdings, LLC	Delaware*

*MNRO Service Holdings, LLC is a subsidiary of Monro Service Corporation

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-34290, 333-151196, 333-63880, 333-173129 and 333-196783) of Monro, Inc. of our report dated May 22, 2023 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Fairport, New York
May 22, 2023

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned directors of Monro, Inc., a New York corporation (the "Corporation"), do constitute and appoint MICHAEL T. BRODERICK to be their true and lawful attorney-in-fact and agent, with full powers of substitution, for and in the name, place and stead of the undersigned, in any and all capacities in connection with the filing of the Annual Report on Form 10-K of the Corporation for the fiscal year ended March 25, 2023 (the "Form 10-K") with the Securities and Exchange Commission, to sign the Form 10-K and any and all amendments related thereto and to file the same, with any exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, or his substitutes, full power and authority to do and perform each and every act and thing requisite and necessary to be done for all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this power of attorney has been signed by the following directors on May 22, 2023.

/s/ John L. Auerbach
John L. Auerbach

/s/ Lindsay N. Hyde
Lindsay N. Hyde

/s/ Leah C. Johnson
Leah C. Johnson

/s/ Stephen C. McCluski
Stephen C. McCluski

/s/ Robert E. Mellor
Robert E. Mellor

/s/ Peter J. Solomon
Peter J. Solomon

/s/ Hope B. Woodhouse
Hope B. Woodhouse

CERTIFICATION

I, Michael T. Broderick, certify that:

1. I have reviewed this annual report on Form 10-K of Monro, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 22, 2023

/s/ Michael T. Broderick

Michael T. Broderick

President and Chief Executive Officer

CERTIFICATION

I, Brian J. D'Ambrosia, certify that:

1. I have reviewed this annual report on Form 10-K of Monro, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 22, 2023

/s/ Brian J. D'Ambrosia

Brian J. D'Ambrosia

Executive Vice President – Finance,

Chief Financial Officer and Treasurer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
(SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002)**

Pursuant to, and solely for purposes of, 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002), each of the undersigned hereby certifies in the capacity and on the date indicated below that:

1. The Annual Report of Monro, Inc. ("Monro") on Form 10-K for the period ended March 25, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Monro.

/s/ Michael T. Broderick

Michael T. Broderick
President and Chief Executive Officer

Dated: May 22, 2023

/s/ Brian J. D'Ambrosia

Brian J. D'Ambrosia
Executive Vice President – Finance,
Chief Financial Officer and Treasurer

Dated: May 22, 2023
