

Roman Catholic Archdiocese of Boston
403(b) Plan

As Amended and Restated

Effective January 1, 2009

**Roman Catholic Archdiocese of Boston
403(b) Plan**

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ARTICLE I -- ESTABLISHMENT OF PLAN

1.1 Establishment of Plan.

The Roman Catholic Archdiocese of Boston Board of Directors (the "Board") established the Roman Catholic Archdiocese of Boston 403(b) Plan (the "Plan") as of May 1, 1996. This plan document sets forth the provisions of this Code Section 403(b)(7) Defined Contribution Retirement Plan. Plan Contributions are invested, at the discretion of the Participants, in one or more of the Investment Funds available to the Participant under the Plan. The Plan was amended and restated effective as of January 1, 2009 unless otherwise stated and is intended to comply with final regulations issued by the Internal Revenue Service under Code Section 403(b). The Plan is intended to qualify as a tax deferred annuity within the meaning of Section 403(b) of the Code and shall be interpreted in a manner consistent with such Code section.

Investment Funds may have issued custodial agreements or annuity contracts that contain provisions that are inconsistent with the terms of the Plan. In this case, the terms of the custodial agreement or annuity contract will control except to the extent that they are inconsistent with Code Section 403(b), other applicable sections of the Code and the regulations thereunder. In no event, however, will the Plan:

- Accept rollover or transfer contributions to the Plan from another plan;
- Permit participant loans;
- Permit Roth 403(b) deferrals; or
- Transfer funds to another 403(b) plan other than as a direct rollover following a distribution event described in Code Section 403(b).

ARTICLE II -- ELIGIBILITY FOR PARTICIPATION

2.1 Participation

An Eligible Employee may begin participation in the Plan on the first day of the month following the completion of the enrollment form, provided that the Eligible Employee completes and submits the enrollment form to the Plan Administrator at least fifteen (15) days prior to such first day of the month.

2.2 Notification

The Employer will notify an Eligible Employee when he or she has completed the requirements necessary to become a Participant. An Eligible Employee who complies with the requirements of §2.3 and becomes a Participant is entitled to the benefits and is bound by all of the terms, provisions, and conditions of this Plan, including any and all amendments which from time to time may be adopted, and including the terms, provisions and conditions of any Investment Fund(s) to which Plan Contributions for the Participant have been applied.

2.3 Enrollment in Plan

To participate in this Plan, an Eligible Employee must complete the necessary enrollment forms and return them to the Employer. An employee who has been notified that he or she is eligible to participate but fails to return the enrollment forms will be deemed to have waived all of his or her rights under the Plan except the right to enroll at a future date.

2.4 Reemployment

An Eligible Employee who satisfied the participation requirements set forth in §2.1 will be immediately eligible to participate in the Plan upon reemployment.

2.5 Termination of Participation

A Participant will continue to participate in the Plan until he or she ceases to be an Eligible Employee, the Plan is terminated, or his or her contributions terminate, whichever occurs first.

2.6 Hours of Service

"Hours of Service". An Employee shall receive credit for Hours of Service for purposes of the Plan as follows:

- (a) One (1) hour for each hour for which he is paid, or entitled to payment, by the Employer or a nonparticipating affiliate for the performance of duties during the applicable computation period for which his Hours of Service are being

determined under the Plan.

- (b) One (1) hour for each hour, in addition to the hours in Subsection (a) above, for which he is directly or indirectly paid, or entitled to payment, by an Employer or nonparticipating affiliate, on account of a period of time during which no duties are performed due to vacation, personal day, holiday, illness, Disability, layoff, jury duty, military duty or leave of absence. Not more than five hundred and one (501) hours shall be credited under this Subsection (b) on account of any single continuous period during which he performs no duties.
- (c) One (1) hour for each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer or nonparticipating affiliate, with no duplication of credit for hours.
- (d) Hours of Service shall be credited in accordance with the rules of Department of Labor regulations 2530.200(b)-2(b) and (c), which are incorporated herein by reference.
- (e) Each non-hourly Employee shall receive credit for eighty (80) Hours of Service for each bi-weekly payroll period for which he would be required to be credited with at least one (1) Hour of Service. In the case of a payment to such an Employee that is calculated on the basis of a unit of time longer than a biweekly payroll period, the Employee shall be credited with the number of biweekly payroll periods which, in the course of his regular work schedule, would be included in the unit of time on the basis of which the payment is calculated. All Hours of Service credited with respect to a bi-weekly payroll that extend into two (2) Plan Years shall be credited to the second Plan Year.
- (f) For purposes of determining whether an Employee has had a Break in Service, an Employee who is absent from work for reasons of authorized maternity or paternity leave shall be credited with the number of Hours of Service (not in excess of five hundred and one (501) equal to--
 - (1) the number of Hours of Service which otherwise would normally have been credited to such Employee but for such absence, or
 - (2) in any case in which the number of Hours of Service described in paragraph (1) cannot be determined, eight (8) Hours of Service per day of such absence.

An absence for maternity or paternity reasons means an absence by reason of pregnancy of the Employee, by reason of birth of a child of the Employee, by reason of placement of a child with the Employee in connection with the adoption

of such child by the Employee, or for purposes of caring for such child for a period immediately following such birth or placement. The Hours of Service described in this Subsection shall be credited only in the Plan Year in which the absence from work begins if the Employee would be prevented from incurring a Break in Service in such Year solely because of this Subsection or, in any other case, in the immediately following Plan Year.

ARTICLE III -- PLAN CONTRIBUTIONS

3.1 *Participant Plan Contributions*

- (a) An Eligible Employee who is eligible to make Participant Plan Contributions may elect payroll reductions of more than two hundred dollars (\$200) per year (1) in whole percentages from one percent (1 %) to twenty-five percent (25%) of Compensation or (2) in whole dollar amounts to be contributed as Elective Deferral Contributions to the Plan. Such contributions shall be on a pre-tax basis.. A Participant's election shall remain in effect until changed as of the next January 1, or revoked as of the first day of the following month.
- (b) If a Participant revokes his/her election to make Participant Plan Contributions, such Participant may reinstate Participant Plan Contributions as of the next January 1. If a Participant terminates employment, such Participant may reinstate Participant Plan Contributions as of the first day of the month following reemployment.
- (c) Participant Plan Contributions will be remitted not later than the fifteenth business day of the month following the month in which they were withheld from the Participant's paycheck.
- (d) An Eligible Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on a leave of absence for qualified military service under Section 414(u) of the Code may elect to make additional Elective Deferral Contributions upon resumption of employment with the Employer equal to the maximum Elective Deferral Contribution that the Eligible Employee could have elected during that period if the Eligible Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferral Contributions, if any, actually made for the Eligible Employee during the period of the interruption or leave. Except to the extent provided under Section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

3.2 *Limitations on Plan Contributions*

A. *Code Section 415 Limitations*

- (1) Notwithstanding anything contained in this Plan to the contrary, the total Annual Additions made for any Participant for any year will not exceed the amount permitted under Section 415(c) of the Code. The limitations of

Code Section 415 are hereby incorporated by reference. For 2009, Annual Additions may not exceed the lesser of (a) 100% of the Participant's compensation for the Limitation Year; or (b) \$49,000 (as increased by the Internal Revenue Service for cost-of-living adjustments). Catch-up contributions permitted under Section 414(v) of the Code are not applied toward this limit.

- (2) For the purpose of calculating the limits of Code Section 415, compensation means a Participant's earned income, wages, salaries, and fees for professional services and other amounts received for personal services actually rendered in the course of employment with the employer maintaining the plan and excluding the following: (a) employer contributions to a plan of deferred compensation that are not includible in the employee's gross income for the taxable year in which contributed, or employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the employee, or any distributions from a plan of deferred compensation; and (b) other amounts that received special tax benefits, or contributions made by the employer (whether or not under a salary reduction agreement towards the purchase of an annuity described in Code Section 403(b) (whether or not the amounts are actually excludable from the gross income of the employee). For years beginning after December 31, 1997, compensation shall include any elective deferral (as defined in Code Section 402(g)(3)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code Section 125, 132(f)(4) or 457 (the inclusion of salary reductions under Code Section 132(f)(4) is effective as of January 1, 2001).
- (3) Effective January 1, 2008, compensation, for purposes of this Section 3.2, paid to a Participant after severance of employment (within the meaning of Code Section 401(k)(2)(B)(i)(I)) with the Employer shall be included for a Limitation Year if (i) the amounts are paid within 2 ½ months after the later of such Participant's severance of employment or the end of the Limitation Year that includes the date of severance of employment, (ii) with respect to regular compensation, the payments would have been paid to the Participant prior to a severance of employment had the Participant continued in employment, (iii) with respect to payments for unused accrued sick, vacation or other leaves, the Employee would have been able to use the leave if the employment had continued, (iv) with respect to payments from a nonqualified deferred compensation, the payments would have been paid to the Participant at the same time if the Participant continued in employment and the payments are includible in the Participant's gross income, or (v) with respect to 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)), the payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

- (4) For purposes of this Section 3.2 a Limitation Year means a Plan Year.
- (5) To the extent permitted by Code Section 415 and the regulations promulgated thereunder, if the Annual Additions exceed the Section 415 limitations, the excess amounts will be disposed of as follows: (a) any Participant Plan Contributions (plus any gain attributable to the excess), to the extent they would reduce the excess amount, will be returned to the Participant; and, to the extent necessary, (b) if, after the application of (a) an excess still exists, the excess will be held unallocated in a suspense account and will be applied to reduce Employer Matching Contributions in succeeding Limitation Years.

If the limitations are exceeded because the Participant is also participating in another Plan required to be aggregated with this Plan for Code Section 415, then the extent to which annual contributions under this Plan will be reduced, as compared with the extent to which annual benefits or contributions under any other plans will be reduced, will be determined by the Employer in a manner as to maximize the aggregate benefits payable to the Participant from all plans. If the reduction is under this Plan, the Employer will advise affected Participants of any additional limitation on their annual contributions required by this paragraph.

- (6) Effective January 1, 2008, any operational corrections necessary due to excess Annual Additions shall be corrected as set forth in Section 14.10 or as prescribed under a correction program promulgated by the IRS, such as the Employee Plans Compliance Resolution System. The amount of Plan Contributions will also be subject to the limitations of Code Section 403(b). The limitations of Code Section 403(b) are hereby incorporated by reference.

B. *Limitations on Elective Deferrals*

- (1) *General Limit.* The amount of Elective Deferrals for any taxable year under this Plan and all other plans, contracts or arrangements of the Employer shall not exceed the dollar limit in effect under Code §402(g), at the beginning of such taxable year.
- (2) *Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.* If the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the

applicable dollar amount under Section 3.1(a) for any “qualified employee” is increased (to the extent provided in the Individual Agreements) by the least of:

- (i) \$3,000;
 - (ii) The excess of:
 - (A) \$15,000, over
 - (B) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
 - (iii) The excess of:
 - (A) \$5,000 multiplied by the number of years of service of the Participant with the qualified organization, over
 - (B) The total Elective Deferrals made for the Participant by the qualified organization for prior years. For purposes of this Section 3.2, a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.
- (3) *Age 50 Catch-up Deferral Contributions.* A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Deferral Contributions, up to the maximum Age 50 Catch-up Deferral Contribution for the year. The maximum dollar amount of the Age 50 Catch-up Deferral Contribution for a year is \$5,500 for 2009, and is adjusted for cost-of-living increases after 2009 to the extent provided under the Code.
- (4) *Coordination.* Amounts in excess of the limitation set forth in Section 3.1(a) shall be allocated first to the special 403(b) catch-up under subparagraph (d) and next as an age 50 catch-up contribution under subparagraph (e). However, in no event can the amount of the Elective Deferrals for a year be more than the Participant’s Compensation for the year.
- (5) *Correction of Excess Elective Deferrals.* In the event that a Participant has Excess Elective Deferrals, he or she may designate Elective Deferrals made during a taxable year to this Plan as Excess Elective Deferrals by notifying the Plan Administrator on or before March 1 of the amount of the Excess Elective Deferrals. Notwithstanding any other provision of the Plan, Excess Elective Deferrals, adjusted to reflect any credited

investment experience up to the date of distribution, will be distributed no later than April 15 to any Participant who designates Elective Deferrals as Excess Elective Deferrals for such taxable year.

3.3 *When Contributions Are Made*

Participant Plan Contributions will begin each year when the Employer has determined that the Participant has met or will meet the eligibility requirements.

3.4 *Contributions Made by Salary Reduction*

Participant Plan Contributions shall be made on a tax-deferred basis in accordance with Code §403(b). Plan Contributions shall be invested in the Investment Funds in accordance with the procedures established by the Employer.

3.5 *Leave of Absence*

During a paid leave of absence, Participant Plan Contributions will continue to be made for a Participant on the basis of Compensation then being paid by the Employer unless the Participant terminates Participant Plan Contributions.

3.6 *Allocation of Contributions*

A Participant may allocate Participant Plan Contributions made on his or her behalf to one or more of the Investment Funds in 5% percentage increments that equal 100%.

3.7 *No Reversion*

Under no circumstances or conditions will any Plan Contributions of the Employer revert to, be paid to, or inure to the benefit of, directly or indirectly the Employer. However, in the event that Plan Contributions are made by the Employer by mistake of fact, these amounts may be returned to the Employer within one year of the date that they were made.

ARTICLE IV -- INVESTMENT FUNDS

4.1 Investment Funds

Plan Contributions are invested in one or more of the Investment Funds elected by the Employer and made available to Participants under this Plan, provided that Investment Funds shall not include insurance contracts.

The Employer's current selection of Investment Funds is not intended to limit future additions or deletions of Investment Funds.

The Administrator shall maintain a list of all Vendors that the Employer has designated to receive contributions under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy Section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Contribution under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Contributions under the Plan and a Vendor holding assets under the Plan), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

Vendors that the Employer has approved to receive contributions under the Plan are listed in Appendix A.

4.2 Fund Transfers

- (a) A Participant or Beneficiary is permitted to change the investment of his or her Account balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 4.1(c) (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 8.4 are satisfied.
- (b) The Participant or Beneficiary has an Account balance immediately after the exchange that is at least equal to the Account balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account balance of that Participant or Beneficiary under both Section 403(b) contracts or custodial accounts immediately before the exchange).
- (c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

- (d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:
 - (1) Information necessary for the resulting annuity contract or custodial account, or any other annuity contract or custodial accounts to which contributions have been made by the Employer, to satisfy Section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a severance of employment (for purposes of the distribution restrictions in Section 7.1); (ii) the Vendor notifying the Employer of any cash withdrawal under Section 7.3(a); (iii) the Vendor notifying the Employer of any hardship withdrawal under Section 7.3(b) if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Contributions under the Plan; and (iv) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's Section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 7.3(b)); and
 - (2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements.
- (e) If any Vendor ceases to be eligible to receive Elective Deferral Contributions under the Plan, the Employer will enter into an information sharing agreement to the extent the Employer's contract with the Vendor does not provide for the exchange of information required to administer the Plan.

4.3 Direct Rollovers

Notwithstanding any other provision to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Employer, to have any portion of an eligible rollover distribution (subject to §4.4 below) that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the 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 (of 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 often years or more; any distribution to the extent such distribution is required under Code Section 401 (a)(9); the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual annuity described in Code Section 408(b), an annuity plan described in Code Section 403(b), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Distributee. A distributee includes an Employee or former Employee. In addition, 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 Code Section 414(P), are distributees with regard to the interest of the spouse or former spouse.

4.4 Rollovers from Other 403(b) Plans

The Plan Administrator will not accept Employee eligible rollover distributions from §403(b) plans or other retirement plans from other employers.

ARTICLE V -- VESTING

5.1 Participant Plan Contributions

A Participant shall always have a vested and nonforfeitable interest in his/her Participant Plan Contributions Account.

ARTICLE VI -- BENEFITS

6.1 *Distribution Upon Retirement, Death, or Disability*

Upon a Participant's retirement, attaining or working beyond his Normal Retirement Age, or termination of employment because of his/her Disability or death, the Participant, or in the case of death his/her beneficiary, shall receive the full value of his/her Participant Plan Contributions Account determined as of the Valuation Date coincident with or immediately preceding the date of such retirement, death, or Disability.

6.2 *Distribution Upon Termination of Employment for Reasons Other Than Retirement, Death or Disability*

Upon the termination of employment of a Participant for any reason other than his/her retirement, death, or Disability, the Participant shall receive a distribution of the full value of his/her Participant Plan Contributions Account determined as of the Valuation Date coincident with or immediately preceding the date of such termination.

6.3 *Commencement of Distributions*

- (a) Distributions pursuant to §§ 6.1 and 6.2 shall be made or commence to the Participant as soon as practicable following his termination of employment; provided, however, that his/her Account exceeds or ever exceeded one thousand dollars (\$1,000)(or such higher amount as may be permitted by applicable law or regulation), then such distribution shall not be made at any time before his sixty-fifth (65th) birthday without the consent of the Participant.
- (b) If distribution of the nonforfeitable portion of a Participant's Account is delayed because the Participant does not give his consent pursuant to the preceding sentence, distribution shall be made as soon as practicable after the later of the Participant's termination of employment or age sixty-five (65).
- (c) Except as otherwise provided in §6.6, distribution of a Participant's Account will be made not later than the sixtieth (60th) day after the close of the Plan Year in which the Participant attains age sixty-five (65).
- (d) If a Participant dies after his termination of employment but prior to receiving the full distribution of his Account to which he is entitled under this Article VI, any unpaid balance thereof at the time of his death shall be distributed to the Participant's Beneficiary, as soon as practicable following the Participant's death.

6.5 *Method of Distribution*

The distribution of a Participant's benefit shall be made as a single sum cash

settlement.

6.6 Required Distribution

Notwithstanding any of the preceding provisions of this Article--

- (a) In no event may the distribution of a Participant's benefits commence later than the April 1 of the calendar year following the calendar year in which the Participant reaches age seventy and one-half (70-1/2) years.
- (b) If a Participant dies prior to the commencement of the payment of benefits, the Participant's benefits will be distributed within five (5) years after the death of such Participant except as permitted under Subsection (d).
- (c) If any portion of the Participant's benefits are payable to a designated Beneficiary, such distribution shall begin no later than one (1) year after the date of the Participant's death, or such later date as the Secretary of the Treasury may by regulations prescribe.
- (d) If the designated Beneficiary referred to in Subsection (c) is the surviving spouse of the Participant, the date on which distributions are required to begin shall not be earlier than the December 31 following the date on which the Participant would have attained age seventy and one-half (70-1/2), and if the surviving spouse dies before the distributions to such spouse begin, this Subsection shall be applied as if the surviving spouse were the Participant.
- (e) Any payment provided for in this Article VI may not extend beyond the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and designated Beneficiary.
- (f) All distributions required under this §6.6 shall be determined and made in accordance with § 1.401(a)(9) of the proposed regulations, including the minimum distribution incidental benefit requirement of §1.401(a)(9)-2.

6.7 Withholding Taxes

An Employer may withhold from a Participant's Compensation and the Plan Administrator may withhold from any payment under this Plan any taxes required to be withheld with respect to contributions or benefits under this Plan and such sum as the Employer or Plan Administrator may reasonably estimate as necessary to cover any taxes for which they may be liable and which may be assessed with respect to contributions or benefits under this Plan.

**ARTICLE VII -- NON-ALIENATION OF RETIREMENT RIGHTS OR
BENEFITS**

To the fullest extent permitted by law, no benefit under the plan may at any time be subject in any manner to alienation, encumbrance, the claims of creditors, or legal process. No person will have the power in any manner to transfer, assign, alienate, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so will be void and of no effect. However, this Plan will comply with any judgment, decree, or order which establishes the rights of another person to all or a portion of a Participant's benefit under this Plan to the extent that it is a "qualified domestic relations order" under ERISA §206(d)(3).

ARTICLE VIII -- ACCOUNTS AND RECORDS OF THE PLAN

8.1 *Accounts and Records*

- (a) The Accounts and records of the Plan shall be maintained by the Plan Administrator and shall accurately disclose the status of the Accounts of each Participant or his/her Beneficiary in the Plan.
- (b) Each Participant shall be advised on a quarterly basis during each Plan Year, as to the status of his/her Account.

8.2 *Investment Funds*

Each Participant shall have an undivided proportionate interest in the Investment Funds which shall be measured by the proportion that the market value of his Account bears to the total market value of all Accounts as of the date that such interest is being determined. Each Participant shall receive a statement at least quarterly which separately details the Participant Plan Contribution Account, as well as any other Account activity.

8.3 *Allocation and Valuation of Investment Funds*

- (a) As of each Valuation Date, the Plan Administrator shall determine the fair market value of the Investment Funds.
- (b) Unless paid by the Employers and subject to such limitations as may be imposed by the ERISA or other applicable law, all costs and expenses incurred in connection with the general administration of the Plan and the Trust shall be chargeable to the Employees on a calendar year basis.

ARTICLE IX -- WITHDRAWALS

9.1 *Withdrawals from Participant Plan Contributions Account*

Upon making written application to the Plan Administrator within a reasonable period of time, a Participant may make withdrawals from his Participant Plan Contributions Account without terminating his participation in the Plan, but only in such amounts and under such conditions as specified in this §9.1.

- (a) A Participant may withdraw all or a portion of his Participant Plan Contributions Account balance, provided that the Participant demonstrates immediate and heavy financial need, which need meets any one (1) of the seven (7) following safe harbors indicated in (1), (2), (3), or (4) below, and the Participant complies with the remaining provisions of this §9.1.
 - (1) incurrence of medical expenses (or amount necessary to pre-pay medical expenses) by the Participant, the Participant's spouse, or the Participant's qualified dependents;
 - (2) purchase of the principal residence for the Participant (excluding mortgage payments);
 - (3) payment of tuition for up to the next twelve months of post-secondary education for the Participant, the Participant's spouse, or the Participant's qualified dependents; or
 - (4) prevention of eviction from or foreclosure on the mortgage of the Participant's principal residence.
 - (5) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents;
 - (6) expenses for the repair of damage to the Participant's principal residence that would qualify for a casualty deduction under Code Section 165 (without regard to whether the loss exceeds 10% of the Participant's adjusted gross income); or
 - (7) such other circumstances as may be specified in Regulation Section 1.401(k)-1(d)(2)(iii)(B) or subsequent promulgations. (For purposes of the preceding sentence, a dependent is as defined in Code Section 152, but without regard to the income limitation set forth in Code Section 151(d)(1)(B).)
- (b) The amount of the Participant's withdrawal shall not exceed the amount necessary

to satisfy the Participant's financial hardship, but in no event less than \$500.00.

- (c) Individual agreements between the Participant or Employer and Vendors shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the individual agreements with Vendors, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need, the vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Deferral Contributions under the Plan.

ARTICLE X – ADMINISTRATION

10.1 Plan Administrator

The Employer is the Administrator of this Plan, and is responsible for enrolling Participants, sending Plan Contributions for each Participant to the Investment Fund provider, and for performing other duties required for the operation of the Plan.

10.2 Authority of the Employer

The Employer has all the powers and authority expressly conferred upon it herein and further has the sole discretion to interpret and construe the Plan, and to determine any disputes arising under it. In exercising these powers and authority, the Employer will at all times exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Employer may employ attorneys, consultants, agents, and accountants as it finds necessary or advisable to assist it in carrying out its duties. The Employer shall establish a claim procedure providing for full and fair review of denied claims for benefits under the Plan. The Employer, by action of its Board, may designate a person or persons other than the Employer to carry out any of its powers, authority, or responsibilities. Any delegation shall be set forth in writing.

10.3 Action of the Employer

Any act authorized, permitted, or required to be taken by the Employer under the Plan, which has not been delegated in accordance with § 10.2, may be taken by a majority of the members of the Board, either by vote at a meeting or in writing without a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Employer under the Plan will be in writing and signed by either (a) a majority of the members of the Board, or by any member or members as may be designated by an instrument in writing, signed by all members, as having authority to execute the documents on its behalf, or (b) a person who becomes authorized to act for the Employer in accordance with the provisions of § 10.2. Any action taken by the Employer which is authorized, permitted, or required under the Plan is final and binding upon the Employer, and all persons who have or who claim an interest under the Plan, and all third parties dealing with the Employer, subject to § 10.2.

ARTICLE XI -- AMENDMENT AND TERMINATION

11.1 Amendment and Termination

While it is expected that this Plan will continue indefinitely, the Employer reserves the right at any time to amend, otherwise modify, or terminate the Plan, or to discontinue any further Plan Contributions or payments under the Plan, by resolution of its Board. In the event of termination of the Plan or discontinuance of contributions, the Employer will notify all Participants of the termination or discontinuance.

11.2 Limitation

Notwithstanding the provisions of § 11.1, the following conditions and limitations apply:

- (a) No amendment shall be made which will operate to recapture for the Employer any contributions previously made under this Plan, provided that Plan Contributions which were made based on a mistake of fact may be returned to the Employer within one year of the date on which the contribution was made; and
- (b) No amendment shall deprive, take away, or alter any then accrued right of any Participant insofar as Plan Contributions previously made under the Plan are concerned.

11.3 Distribution Upon Termination of Plan.

The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the individual agreements with Vendors, all Accounts will be distributed, provided that the Employer and any member of the controlled group of corporations as the Employer on the date of termination do not make contributions to an alternative Section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the income tax regulations.

ARTICLE XII -- MISCELLANEOUS

12.1 Plan Non-Contractual

Nothing contained in this Plan shall be construed as a commitment or agreement on the part of any person to continue his or her employment with the Employer, and nothing contained in this Plan shall be construed as a commitment on the part of the Employer to continue the employment or the rate of Compensation of any person for any period, and all employees of the Employer shall remain subject to discharge to the same extent as if the Plan had never been put into effect.

12.2 Claims of Other Persons

The provisions of the Plan shall in no event be construed as giving any Participant or any other person, firm, or corporation any legal or equitable right as against the Employer, its officers, employees, or directors, except the rights specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

12.3 Merger, Consolidation, or Transfer of Plan Assets

The Plan shall not be merged or consolidated with any other plan, unless, immediately after a merger or consolidation, each Participant would receive a benefit under the Plan which is at least equal to the benefit he or she would have received immediately prior to a merger or consolidation (assuming in each instance that the Plan had then terminated).

12.4 Applicable Law

The Plan and all rights hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts to the extent such laws have not been preempted to applicable Federal law.

12.5 Severability

If a provision of this Plan shall be held illegal or invalid, the illegality or invalidity shall not affect the remaining parts of the Plan and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included in this Plan.

ARTICLE XIII – DEFINITIONS

13.1 “Account” means the separate account(s) established each year for each Participant of Participant Plan Contributions.

13.2 “Annual Additions” means the sum of the following amounts credited to a Participant's Account for the taxable year: (1) Participant Plan Contributions.

13.3 “Beneficiary” means the individual designated by the Participant to receive the Participant's benefits at his or her death.

13.4 “Board” means the Roman Catholic Archdiocese of Boston Board of Directors.

13.5 “Code” means the Internal Revenue Code of 1986, as amended.

13.6 “Compensation” means the amount paid by the Employer to a Participant which is required to be reported as wages on the Participant's Form W-2, and shall also include Compensation which is not currently includible in the Participant's gross income by reason of the application of Code §§ 125, 132(f)(4) or 403(b) through a salary reduction agreement. In no event shall the Compensation taken into account under the Plan exceed the limits of Code §401(a)(17), as in effect for the Plan Year..

13.7 “Date of Employment or Reemployment” means the first day upon which an employee completes an Hour of Service for performance of duties during the employee's most recent period of service with the Employer.

13.8 “Disability” means a physical or mental condition arising after the original date of employment of the Participant which is expected to totally and permanently prevent him from engaging in any occupation or employment for remuneration or profit, except for the purpose of rehabilitation not incompatible with a finding of total and permanent disability. The determination as to whether a Participant is totally and permanently disabled shall be made on evidence that the Participant is eligible for disability benefits under the Social Security Act in effect at the date of disability.

13.9 “Effective Date” means May 1, 1996. The effective date of this amendment and restatement is January 1, 2009.

13.10 “Elective Deferrals” means any employer contribution made to the Plan at the election of the Participant, instead of cash compensation. This includes any employer contributions made on behalf of a Participant under Code §403(b) pursuant to a salary reduction agreement and any contributions made on behalf of a Participant pursuant to an election to defer compensation under any §401(k), SEP, §457, or §403(b) plan.

13.11 “Eligible Employee” means any Employee who is eligible to participate in the Plan.

13.12 “Employee” means any person who is employed by the Employer who normally completes twenty (20) or more Hours of Service per week, excluding any employee who has made an irrevocable election not to participate in the Plan.

13.13 “Employer” means Roman Catholic Archdiocese of Boston.

13.14 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

13.15 “Excess Elective Deferrals” means those Elective Deferrals that are includible in a Participant's gross income under Code §402(g) to the extent the Participant's Elective Deferrals for a taxable year exceed the dollar limitation thereunder.

13.16 “Highly Compensated Employee” means an employee described in Code §414(q).

13.17 “Investment Funds” means the funds offered in the Plan by which Participants may invest their Participant Plan Contributions. As listed in Appendix A.

13.18 “Normal Retirement Age” means age 65.

13.19 “Participant” means any Eligible Employee of the Company participating in this Plan.

13.20 “Participant Plan Contributions” means contributions made by a Participant under this Plan.

13.21 “Plan” means the Roman Catholic Archdiocese of Boston 403(b) Plan.

13.22 “Plan Administrator” means the Employer.

13.23 “Plan Year” means January 1 through December 31, or the short plan year from May 1 to December 31, 1996.

13.24 “Valuation Date” means any business day, or such other date as determined by the Plan Administrator.

13.25 “Vendor” means any insurance company or investment company that provides any Investment Fund to a Participant under the Plan.

IN WITNESS WHEREOF, Roman Catholic Archdiocese of Boston has caused this instrument to be executed by its duly authorized officer on this _____ day of _____, 2008.

ATTEST:

ROMAN CATHOLIC ARCHDIOCESE
OF BOSTON

By: _____

By: _____

APPENDIX A

IDENTIFICATION OF APPROVED VENDORS

MetLife

Prudential

Fidelity

Mutual of America

TIAA-CREF

First Amendment
to the
Roman Catholic Archdiocese of Boston 403(b) Plan

WHEREAS, the Roman Catholic Archdiocese of Boston (the “Employer”) maintains the Roman Catholic Archdiocese of Boston 403(b) Plan, as amended and restated effective January 1, 2009, (the “Plan”); and

WHEREAS, Section 11.1 of the Plan reserves with the Employer the right to amend the Plan; and

WHEREAS, the Employer desires to amend the Plan to allow a Participant to make an in-service withdrawals upon attainment of age 59 ½.

NOW, THEREFORE, the Plan is hereby amended effective October 1, 2011.

1. Article IX (WITHDRAWALS) is amended by adding the following new Section 9.2 to the end thereof:

“9.1 *Withdrawals after Age 59 ½*

A Participant who has attained age 59½ may make a withdrawal of all or part of his or her Account unless otherwise restricted under the annuity contract or custodial account under which such Account is invested. The Plan Administrator or its designee shall prescribe the form and manner in which a request for such a withdrawal shall be made, as well as the frequency with which such requests may be made.”