Roman Catholic Archdiocese of Boston
Section 125 Premium Payment Plan (as amended October 1, 2010)

INTRODUCTION

This Archdiocese of Boston Premium Payment Plan (the "Plan") was established by the Roman Catholic Archbishop of Boston (the "employer") to enable participants to pay for their share of health and dental insurance premiums on a pre-tax basis.

ELIGIBILITY

A. All Employees of the Roman Catholic Archdiocese of Boston whose Payroll is administered through an Archdiocesan location and who are eligible under the terms of the health and dental plans sponsored by the Archdiocese of Boston are eligible to participate in this Plan. Eligible Employees become Participants by completing a required election form.

B. Non-Excluded Massachusetts Employees are eligible to participate in this Plan. A Non-Excluded Massachusetts Employee shall be eligible to enroll in the plan as of the date two (2) months following the date the Employee becomes a Non-Excluded Massachusetts Employee. A Non-Excluded Massachusetts Employee who does not enroll by September 1, 2007 or if later, within two (2) months following the date the Employee becomes a Non-Excluded Massachusetts Employee, must wait until the Plan's regular enrollment period in order to make Plan elections, except for a change in status event recognized under Section 125 of the Code and the Plan. Any election in accordance with a recognized change in status event shall be made in accordance with the Plan's procedures for allowing mid-year election changes. For purposes of this Section, the following terms shall apply:

"Non-Excluded Massachusetts Employee" shall mean any person who is employed by the Employer at a Massachusetts location, whether or not the individual is a Massachusetts resident, and who is not an Excluded Employee. Employee shall not include an Independent Contractor or an individual who is self-employed in accordance with Code section 401(c).

"Excluded Employee" shall mean any Employee who is: not working at a Massachusetts location of the Employer; eligible for another Section 125 Cafeteria Plan offered by the Employer; less than 18 years of age; a temporary employee; a part time employee who works on average fewer than 64 hours per month; wait staff, service employee or service bartender earning less than $400 in monthly payroll wages; a student employee employed as an intern or a cooperative education student worker; or a seasonal employee who is an international worker with either a U.S. J-1 student visa, or a U.S. H2B visa and for whom travel health insurance has been obtained. Solely for purposes of this definition of Excluded Employee: "Seasonal Employee" means an Employee who is a seasonal employee that works for an Employer that is a seasonal employer, as such terms

are defined in M.G.L. c. 151A, section l. "Temporary Employee" means an individual that works for an employer on either a full or part time basis; whose employment is explicitly temporary in nature and does not exceed 12 consecutive weeks during the period from October 1 through September 30. "Connector" means The Commonwealth Health Insurance Connector established under M.G.L. c. 176Q. "Independent Contractor" means an individual that provides services not deemed to be employment under M.G.L. c. 151A Section 2.

This Section shall be interpreted and applied to give an Employee only those rights as are prescribed under the Massachusetts Health Reform Act and rulings and regulations issued thereunder.

BENEFITS

For Employees, Heath Care Assistance consists of payment of the employee portion of the insurance premiums under the Employer's health or dental plan. If you elect this Health Care Assistance benefit, your cash earnings will be reduced per pay period by an amount equal to your share of the insurance premiums. Unlike typical payroll deductions, the amount of the reduction will **not** be reported as taxable income.

For Non-Excluded Massachusetts Employees, Health Care Assistance consists of the choice of 1) receiving their regular compensation, or 2) foregoing all or part of their regular compensation solely to make before-tax contributions to the Connector for medical insurance that the employee has elected to purchase and which has been granted the seal of approval by the Connector. All terms of the Plan shall control with respect to the administration of the Plan, except where Plan provisions do not adequately address the administration of the terms of this Section, in which case the Plan will be administered in accordance with the provisions of the Health Reform Act; provided however, that in no event shall the Plan operate in a way that conflicts with the requirements of Section 125 of the Code.

ELECTIONS

You may elect to receive either Health Care Assistance or cash earnings. Your cash earnings will remain the same if you do not elect to receive Health Care Assistance. In order to participate, you must elect before the beginning of the Plan Year to reduce your cash earnings. Your election will remain in force until you file a new election, either for a new Plan Year or due to a Change in Family Status, discussed below. The Plan Year is from October 1 through September 30 of the following year. The benefits are paid from the general funds of the Employer, just like your wages or salary.

An election for a Plan Year may not be revoked or changed during such year. There are only a few exceptions to this rule. First, a new employee may, within 31 days following date of hire, elect to be covered under the Plan. Second, elections may be revoked or changed if your Family Status changes, as defined by the Internal Revenue Service. A Change in Family Status includes your marriage or divorce; the death of your spouse or dependent; birth or adoption of a child; the termination or commencement of employment of your spouse; the taking of an unpaid leave of absence by you or your spouse; and the significant change in your spouse's health coverage attributable to your spouse's employment. In addition, if the cost of your health or dental coverage significantly increases or coverage is significantly cut back or ends during the Plan Year, you may revoke your election for the rest of the Plan Year and elect coverage under another Plan before the next Plan Year.

It is important to remember that once you elect salary reduction, those salary reductions must by law continue to be made for the rest of the Plan Year unless there is a Change in Family Status. If you do not want your election to continue for the next Plan Year, you must file another election before the next Plan Year.

TERMINATION AND EMPLOYMENT

If you terminate for any reason, if you should die, or if you cease to be eligible for your health or dental plan, you will cease to participate in the Plan.

TAX BENEFITS

The Plan is intended to qualify as a "cafeteria plan" under Section 125 and a health care assistance plan under section 105 of the Internal Revenue Code of 1986, as amended (the "Code"). The Employer intends, but cannot guarantee, that the Plan will so qualify under the Code for favorable tax treatment.

Your overtime pay, retirement plan benefits and all other salary-based benefits will be calculated upon your compensation **before** salary reductions under this Plan.

PLAN ADMINISTRATOR

The Plan Administrator has general authority to control and manage the Plan. The Plan Administrator is the person so designated by the Trustees of the Roman Catholic Archdiocese of Boston Health Benefit Trust.

PLAN AMENDMENT OR TERMINATION

The Employer intends to continue the Plan in the future. It reserves, however, the right to amend or terminate the Plan at any time. In addition, the tax rules regarding benefits may change. Neither the Plan nor this Summary constitutes a contract of employment. They do not interfere with your right to leave the Employer, nor with the Employer's right to terminate your service.

CLAIM FOR BENEFITS

If you are not satisfied with a decision as to your benefits under this Plan, you can file a claim for benefits, in writing, with the Plan Administrator at the following address:

Benefits Administration Department, 66 Brooks Drive, Braintree, MA 02184

Generally, if your claim is denied, you will receive a letter from the Plan Administrator giving you the reasons and making reference to the Plan provisions which apply to your case. It will also tell you how to appeal the decision and what information is necessary to prove your claim and why. However, if you do not hear from the Plan Administrator within 30 days after filing your claim, your claim has been denied. The appeal process is as follows:

1.) Within 60 days after receiving the denial, you may send a written request for further review to the Plan Administrator. The Plan Administrator may, but need not, appoint other persons to review your claim. You may state your reasons for appeal. You have a right to review documents which may affect your case.
2.) Within 60 days of receiving your request the Plan Administrator will notify you of the Plan Administrator's final decision with reasons. In special cases (for example, if a hearing is necessary) the Plan Administrator has 120 days to notify you of his/her decision.