

**Third Amendment  
to the  
Roman Catholic Archdiocese of Boston 401(k) Retirement Savings Plan  
(As Amended and Restated Effective November 1, 2017)**

WHEREAS, the Roman Catholic Archbishop of Boston, a Corporation Sole (the “Employer”) amended and restated the Roman Catholic Archdiocese of Boston 401(k) Retirement Savings Plan (the “Plan”) effective as of November 1, 2017, as further amended by the First Amendment made June 20, 2018 and the Second Amendment made December 5, 2018; and

WHEREAS, Section 13.2 of the Plan reserves the right of the Employer to amend the Plan at any time through the written action or vote of the Retirement Committee; and

WHEREAS, the Employer desires to amend the Plan to adopt CARES Act distribution and loan provisions in good faith, and to make certain other changes.

NOW, THEREFORE, the Plan is hereby amended as follows generally effective April 8, 2020 except as otherwise set forth herein:

1. New Sections 1.4A and 1.4B are added to the Plan to read in their entirety as follows:

“1.4A “CARES Act” shall mean the Coronavirus Aid, Relief, and Economic Security Act enacted on March 27, 2020.

“1.4B “CARES Act Qualified Individual” means a Participant who has certified in the form provided by the recordkeeper that:

(a) The Participant, the Participant’s spouse or Participant’s dependent is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(b) The Participant experiences adverse financial consequences as a result of the Participant, the Participant’s spouse or member of the Participant’s household being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19;

(c) The Participant experiences adverse financial consequences as a result of the Participant, the Participant’s spouse or member of the Participant’s household being unable to work due to lack of child care due to COVID-19;

(d) The Participant experiences adverse financial consequences as a result of closing or reducing hours of a business that the Participant, the Participant’s spouse or member of the Participant’s household owns or operates due to COVID-19;

(e) The Participant experiences adverse financial consequences as a result of the Participant, the Participant's spouse or member of the Participant's household having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or state date for a job delayed due to COVID-19; or

(f) The Participant is treated as eligible under guidance issued by the IRS "

2. Section 10.12 is amended in its entirety to read as follows effective January 1, 2020:

"10.12 Mandatory Cash Out of Small Amounts. Subject to Section 10.9, but notwithstanding Section 10.2, 10.3 and any other provision to the contrary, if a Participant is entitled to a distribution pursuant to Section 10.1 and the value of a Participant's vested Account (including any Rollover Contribution Account) is \$5,000 or less, such Account shall automatically be distributed in one lump sum payment to the Participant (or Beneficiary, in the case of the Participant's death). Any such distribution of \$1,000 or less shall be automatically distributed in one lump sum payment and shall not, unless the Participant or Beneficiary elects otherwise in writing, be transferred to an individual retirement account pursuant to Section 10.9. Any distribution made pursuant to this Section 10.12 shall be made as soon as practicable after the Participant (or Beneficiary of a deceased Participant) becomes entitled to the distribution pursuant to Section 10.1 in accordance with such uniform and nondiscriminatory procedures as adopted by the Plan Administrator."

3. A new Section 9.2A is added to the Plan to read in its entirety as follows:

"9.2A CARES Act Loan Provisions.

(a) The Plan permits COVID-related loans as provided for under the CARES Act. A COVID-related loan is a loan made prior to September 23, 2020, not to exceed \$100,000 or the Participant's Account balance (if less) made to a CARES Act Qualifying Individual who is a current Employee and who makes a certification that the amount of the loan, when combined with all loans required to be aggregated with the Plan COVID-related loan, does not exceed \$100,000.

(b) The Plan permits a CARES Act Qualifying Individual to elect to delay for up to one year loan repayments otherwise due from April 1 through December 31, 2020.

(c) The Plan Administrator may adopt administrative rules and procedures provisions regarding COVID-related loans and repayment delays, including amortization schedules, that are permitted by the CARES Act. The provisions of this Section, including any rules and procedures adopted by the Plan Administrator pursuant to the previous sentence, apply notwithstanding any conflicting requirements of Section 9.1, Section 9.2. or other Plan provision."

4. A new Section 9.7 is added to the Plan to read in its entirety as follows:

"9.7 CARES Act Withdrawal Provisions.

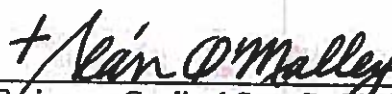
(a) The Plan permits COVID-related withdrawals as provided for under the CARES Act. A COVID-related withdrawal is a distribution (which may be an in-service withdrawal) taken prior to December 31, 2020, not to exceed \$100,000 or the Participant's Account balance (if less) made to a CARES Act Qualifying Individual who makes a certification that the amount of the withdrawal, when combined with all withdrawals required to be aggregated with the Plan COVID-related withdrawal, does not exceed \$100,000. A COVID-related withdrawal is not subject to mandatory 20% withholding and receives other favorable tax treatment as provided in the CARES Act.

(b) The Plan Administrator may adopt administrative rules and procedures provisions regarding COVID-related withdrawals that are permitted by the CARES Act. The provisions of this Section, including any rules and procedures adopted by the Plan Administrator pursuant to the previous sentence, apply notwithstanding any conflicting requirements of Article IX, Article X or other Plan provision."

IN WITNESS WHEREOF, the Employer has caused this Third Amendment to be executed pursuant to Retirement Committee action of June 24, 2020.

THE ROMAN CATHOLIC ARCHBISHOP OF  
BOSTON, A CORPORATION SOLE

By:

  
His Eminence Cardinal Sean P. Malley,  
OFM Cap., Archbishop of Boston