

**PENSION PLAN AND TRUST**

**OF THE**

**ROMAN CATHOLIC ARCHDIOCESE OF BOSTON**

(Restated 2016)

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## **ARTICLE I**

### **INTRODUCTION**

The Pension Plan of the Roman Catholic Archdiocese of Boston (the “Plan”) became effective in 1963. Effective July 1, 1997, the Plan was amended by dividing it into two plans, one of which was restated as the Caritas Christi Retirement Plan and Trust, and one of which was restated in its entirety as provided herein. The Plan was again restated effective January 1, 2002 and was subsequently amended by the First through Eleventh Amendments thereto. The Plan was again restated effective January 1, 2011, and amended by the First through Third Amendments, including the Second Amendment executed June 13, 2012 in connection with a favorable determination letter dated May 14, 2012. Now, in accordance with the provisions of Section 14.1 of the Plan, the Trustees of the Plan hereby agree that the Plan, as previously amended, shall be amended and restated as follows, effective January 1, 2016, unless a different effective date is expressly specified herein, in which case such effective date specified herein shall control. Except as otherwise specifically provided herein, the restatement applies to all persons who are Participants as of January 1, 2016.

The Plan is closed and frozen. No individual who is first employed or reemployed after December 1, 2010 should become or again become a Participant hereunder. Effective December 31, 2011, the Plan was closed to new Participants and the Plan was frozen, with no additional benefit accruals, as provided in Sections 5.3 and 7.9. Notwithstanding the foregoing, as further described in Section 14.6, the Plan effective April 11, 2014 accepted a transfer of assets and liabilities associated with the benefits accrued by certain employees and former employees of St. Mary’s Center for Women and Children under the Caritas Christi Retirement Plan and Trust, and those persons became Participants upon the transfer.

The Plan is maintained as a “church plan” as defined in Section 414(e) of the Code that has not made an election under Code Section 410(d) to be subject to the requirements of ERISA.

## ARTICLE II

### DEFINITIONS

Whenever used in this Plan, the following terms shall have the meanings hereinafter set forth:

2.1. “Accrued Pension” means the amount of pension accrued at any date under Section 7.1.

2.2. “Accumulation,” as of any date prior to its withdrawal, means the aggregate of the Participant’s contributions, plus interest thereon, under the Plan as of December 31, 1975, plus interest on such aggregate amount at the rate of 5% per annum (or at such other rate as may be required from time to time under the Code, as it applies to employee contributions under pension plans, and the regulations thereunder) compounded annually to the first to occur of (a) his Retirement Date, (b) the first day of the month in which his death occurs, and (c) the first day of the month in which he receives a return of his Accumulation in accordance with Section 5.2 or elects a return of his Accumulation as provided in Article X.

2.3. “Actuarial Equivalent,” wherever used in the Plan for determinations as of any annuity starting date that is on or after July 1, 2000, means a benefit calculated to be of equal value to the Normal Pension described in Section 6.1 for a single life computed in accordance with the terms of Section 7.2, and calculated using the following actuarial assumptions:

- (a) For Optional Forms of Pension, as described in Section 8.4, Section 8.6(a), and Section 8.10 of the Plan, Actuarial Equivalents shall be computed using a 6 ½% interest rate and, except for those payments subject to Section 415(b)(2)(E)(v) of the Code, the factors from the 1984 Unisex Pension Table with no setback for the employees and -3 age setback for beneficiaries.
- (b) For the purpose of other forms of payments subject to the adjustments required by Section 415(b)(2)(E)(v) of the Code, to the extent the General Agreement on Tariffs and Trade Legislation (“GATT”) portion of the Uruguay Round Agreements Act is applicable to the Plan, the applicable mortality table shall be used to compute the Actuarial Equivalent of such payments. The “applicable mortality table,” when determining the present value of any distribution subject to the adjustments required by Section 415(b)(2)(E)(v) of the Code, under this Plan for a Plan Year, is the mortality table as prescribed by the Commissioner of the Internal Revenue Service pursuant to applicable Treasury Regulations, and, for Retirement Dates prior to January 1, 2002, is the table set forth in Revenue Ruling 95-6. For Retirement Dates on or after January 1, 2002 but prior to July 1, 2008, the applicable mortality table which, until modified or suspended, is the table set forth in Revenue Ruling 2001-62. For Retirement Dates on or after July 1, 2008, the applicable mortality table is the table set forth in Section 417(e)(3)(B) of the Code.



- (c) For determining the amount of a benefit commencing at a different time, Actuarial Equivalents shall be determined on the basis of Table I attached hereto.
- (d) The Actuarial Equivalent is not in any respect to be deemed a vested right of any Participant and the assumptions used to determine the Actuarial Equivalent are subject to change by Plan amendment adopted by the Trustees.

2.4. “Administrator” means the person designated from time to time in Section 3.2 as the administrator of the Plan.

2.5. “Another Previous Plan” means, with respect to any Employees whose employers became Participating Employers as of October 1, 1974 under the Plan as constituted before the Plan Restatement Date, any plan of the Catholic Charities Association Pension Fund under which such Employees had been covered immediately before such October 1.

2.6. “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the related regulations adopted from time to time thereunder.

2.7. “Compensation.” For purposes of applying the limitations set forth in Section 415 of the Code, for purposes of determining who is a Highly Compensated Employee under Section 414(q) of the Code, for purposes of determining who is a Key Employee under Section 416 of the Code, and for purposes of calculating the minimum top heavy contribution as may be required under Section 416 of the Code, “Compensation” shall mean all wages received by a Participant which are reported in Box 1 on IRS Form W-2 (Wage and Tax Statement) for the calendar year ending in such Plan Year. Compensation shall include elective amounts that are not includible in the gross income of any Participant under Section 125, 402(e)(3), 402(h), 403(b), 457, or, effective January 1, 2001, 132(f)(4) of the Code.

2.8. “Delayed Pension” and “Delayed Retirement Date” are defined in Section 6.3.

2.9. “Early Pension” and “Early Retirement Date” are defined in Section 6.2.

2.10. Earnings-related definitions are set forth in Article VII.

2.11. “Employee” means any person who was prior to December 1, 2010 employed by a Participating Employer and who was during such employment not performing services normally performed by ordained clergy or members of religious orders and who is not a Special Employee. Employee shall also include any Leased Employee to the extent required by Section 414(n)(4) of the Code.

2.12. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

2.13. “Funding Agent” means the legal reserve life insurance company or trustee or any combination thereof, selected by the Trustees to hold and invest part or all of the contributions made under the Plan and pay the benefits provided under the Plan.

2.14. “Highly Compensated Employee.” Effective for Plan Years beginning after June 30, 2010, the term “Highly Compensated Employee” means any employee who was a 5-percent owner at any time during the year or the preceding year or had compensation from the employer in excess of \$110,000, as adjusted.

2.15. “Joinder Date” means the date on which persons theretofore covered by a constituent plan other than the Plan become covered by the Plan.

2.16. “Leased Employee” means any person not covered by the safe harbor exclusion of Section 414(n)(5) of the Code, who is not a common law employee of a Participating Employer, who provides services to a Participating Employer and a leasing organization, who has performed such services for a Participating Employer on a substantially full-time basis for a period of at least one year, and whose services are of a type historically performed under the primary direction or control of the Participating Employer. Contributions or benefits, if any, provided to a Leased Employee by the leasing organization which are attributable to services performed for a Participating Employer shall, for purposes of computing any benefit accrued for such Leased Employee hereunder, be treated as provided by such Participating Employer.

2.17. “Normal Pension” and “Normal Retirement Date” are defined in Section 6.1., except that, solely for purposes of determining a Participant’s eligibility to obtain a distribution under Section 8.10(b) or (e) on or after January 1, 2012 in accordance with distribution periods and procedures established by the Administrator (but not for determining the amount of such distribution or for any other purpose), a Participant’s normal retirement age and normal retirement date shall be the date he attains age 55 with five Years of Service Credit.

2.18. “Participant” means any Employee covered under the Plan in accordance with Article V or Article IX.

2.19. “Participating Employer” means, as of the Plan Restatement Date, each employer listed on Exhibit A and each other employer which has from time to time participated in the Plan with the consent of the Administrator. An employer may have become a Participating Employer only as of a July 1 or as of another date approved by the Trustees.

2.20. “Pension” means any benefit payable in the form of a series of payments in accordance with the Plan, which may be a Normal, Early, Delayed or Vested Pension.

2.21. “Plan” means the Pension Plan and Trust of the Roman Catholic Archdiocese of Boston as described herein and as hereafter amended and/or restated.

2.22. “Plan Restatement Date” means January 1, 2016.

2.23. “Plan Year” means a twelve-month period beginning on July 1.

2.24. “Qualified Domestic Relations Order” means any judgment, decree or order which relates to the provision of child support, alimony payments or marital property rights made pursuant to a state domestic relations law and conforming to the requirements of Section 414(p) of the Code.

2.25. “Retirement Date” means, with respect to any Participant, his Early, Normal or Delayed Retirement Date, whichever is applicable to him.

2.26. Service-related definitions are set forth in Article IV.

2.27. “Special Employee” means any person employed by a Participating Employer as an intern, resident, fellow, student teacher, substitute teacher or a student on a temporary work assignment as part of a cooperative education program.

2.28. “Special Participant” is defined in Section 8.9(d)

2.29. “Survivor Spouse Pension” is defined in Section 6.5.

2.30. Top-heavy definitions are set forth in Article XVI.

2.31. “Trust” means the trust established for the purpose of funding the pension benefits provided by the Plan as stated herein and as amended from time to time.

2.32. “Trustees” means the Trustees at the time qualified and acting hereunder in accordance with Section 18.1 hereof.

2.33. “Vested Pension” is defined in Section 6.4.

## **ARTICLE III**

### **ADMINISTRATION**

3.1. Fiduciaries: The Trustees:

- (a) shall have the authority to control and manage the operation and administration of the Plan,
- (b) may serve in more than one fiduciary capacity under the Plan,
- (c) may employ one or more persons to render advice to the them,
- (d) may appoint an investment manager or managers to manage any assets of the Plan, and
- (e) may delegate ministerial functions to any person or persons.

3.2. Administrator of the Plan: The Administrator of the Plan shall be appointed by the Trustees to hold such office until his successor shall be duly appointed or until his earlier resignation as Administrator.

The Administrator of the Plan:

- (a) shall perform those functions delegated to the Administrator by the Trustees, and
- (b) may appoint one or more persons to carry out the duties assigned to the Administrator and which are delegable by the Administrator.

Subject to the terms of the Plan and any contract or written agreement between the Trustees and the Funding Agent, the Administrator shall make rules and prescribe procedures for the administration of the Plan that are necessary and reasonable and shall decide any question of fact, interpretation, definition or administration under the Plan, but each Employee and/or Participant or persons claiming through them shall be granted the same treatment under similar circumstances.

3.3. Standard of Care: Each Trustee and the Administrator shall act with the care, skill, prudence, and diligence applicable under the laws of the Commonwealth of Massachusetts.

3.4. Limitation of Liability; Indemnity: Except to the extent provided by law, no Trustee or Administrator shall be liable for any losses which may be incurred upon the investments of the Trust unless occasioned by an act or omission to act (a) other than in good faith or (b) constituting gross negligence or (c) constituting willful misconduct. The Participating Employers agree to indemnify each Trustee and Administrator against all liability and expense occasioned by any act or omission to act under the Plan in good faith, without gross negligence and without willful misconduct, to the extent that such liability and expense are not covered by any insurance policy maintained by or on behalf of the Trust or Plan or any Trustee or the Administrator. No

bond or other security shall be required by a Trustee or Administrator for the faithful performance of duties hereunder.

3.5. Power to Engage Advisors: The Trustees shall have the authority to employ Plan advisors, such as actuaries, accountants and legal counsel, to provide advice concerning the execution of their duties and responsibilities under the Plan. Except as otherwise provided by law, the Trustees and the Administrator shall be fully protected with respect to any action taken or omitted in good faith pursuant to the advice of legal counsel, provided that the Trustees and the Administrator act prudently in choosing the legal counsel.

3.6. Distinction Among Trustees: It is intended under this Plan that a Trustee shall be responsible for the proper exercise of his own powers, duties, responsibilities and obligations under the Plan and, to the extent provided by law, a Trustee shall not be responsible for any act or failure to act of any other Trustee.

3.7. Reliance on Records: In determining benefits hereunder, the Trustees and Administrator shall be protected in reliance on the records of the Participating Employers.

3.8. Correction; Errors: The Administrator may adopt procedures relating to self-audit and self-correction, designed to ensure proper operation of the Plan and compliance with applicable law. Additionally, any provisions of the Plan document improperly reflected, as a result of scrivener's error, shall be considered null and void as of the date of the erroneous reflection.

## ARTICLE IV

### SERVICE DEFINITIONS AND RULES

4.1. Hour of Service: Approved Absence; Maternity or Paternity Absence; Qualified Military Service Absence:

- (a) Hour of Service: An “Hour of Service” means, with respect to any Employee, an hour for which he is compensated directly or indirectly by a Participating Employer. Hours of Service also include hours, accrued for normal work periods, during Approved Absences, Maternity or Paternity Absences and, without duplication, for a family or medical leave to the extent required by the Family Medical Leave Act of 1993 or for Qualified Military Service to the extent required by §414(u) of the Code and the Uniformed Services Employment and Reemployment Rights Act of 1994. In addition, Hours of Service shall include each hour for which back pay has been either awarded or agreed to by a Participating Employer. Notwithstanding the Plan’s status as a non-electing church plan exempt from ERISA, Hours of Service credited for periods during which an employee performs no duties for a Participating Employer shall be calculated with reference to Department of Labor Regulations §2530.200b-2(b) and Section 410(a)(5)(E)(iii) and Section 411 (a)(6)(E)(iii) of the Code.
- (b) Approved Absence: An “Approved Absence,” granted by a Participating Employer under rules uniformly applicable to all Employees similarly situated, shall be granted for such purposes as vacation, military service in the Armed Forces, sickness or disability. An “Approved Absence” shall not exceed twenty-four consecutive months or, in the case of an Employee in military service of the Armed Forces, that period during which his reemployment rights are protected by law. If an Employee does not return to employment with a Participating Employer immediately following an “Approved Absence”, he shall be considered terminated on the day following such Absence.
- (c) Maternity or Paternity Absence: A “Maternity or Paternity Absence” is a period during which the Employee performs no duties for a Participating Employer for any one or more of the following reasons: pregnancy, birth of the Employee’s child; placement for adoption of a child with the Employee; caring for a child born to or placed with the Employee beginning immediately after birth or placement.
- (d) Qualified Military Service: Effective December 12, 1994, notwithstanding any provision of the Plan to the contrary, benefits and Service Credit with respect to Qualified Military Service as that term is used in §414(u) of the Code and the Uniformed Services Employment and Reemployment Rights Act of 1994 will be provided in accordance with §414(u) of the Code and

the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

- (e) Service with Caritas Christi. Service prior to November 5, 2010 with a participating employer under the Caritas Christi Retirement Plan shall be counted to the extent provided under the Plan as from time to time in effect prior to the Plan Restatement Date.

4.2. Service Credits: An Employee or Special Employee will receive a “Year of Service Credit” for each year (including those which occurred before he participated in the Plan, but not those which occurred before his employer became a Participating Employer hereunder, unless otherwise provided herein) during which he has completed at least 1,000 Hours of Service or, if such Participant is a School Employee, during which such School Employee has completed at least 24 Hours of Service per week of each week during the school year ending in such year.

In no event, however, will Years of Service Credit determined hereunder for periods of employment with a Participating Employer before January 1, 1978 be less than the Years of Service Credit accrued through December 31, 1977 under the Plan as in effect from time to time. Additionally, any service completed before July 1, 1989 which would not have counted under any break in service rules which may then have applied under the Plan shall not be considered in determining Years of Service Credit hereunder.

If an Employee or Special Employee completes less than 1,000 Hours of Service in a year, he shall not be credited with a Year of Service Credit; but such event shall not, in and of itself, be considered a Break in Service.

Whenever operations of another organization are acquired by a Participating Employer and the persons employed by that organization become Employees or Special Employees of the Participating Employer, Years of Service Credit shall be calculated as though service with that organization had been service with a Participating Employer.

4.3. Break in Service: A “Break in Service” occurs when an Employee fails to complete more than 500 Hours of Service in each of five successive years.

## ARTICLE V

### PLAN PARTICIPATION

#### 5.1. Participation Requirements:

- (a) Certain Persons Covered Under Plan When Restated: Any person on the Plan Restatement Date who was a Participant under the Plan immediately before such date and who, before such date, had either retired or terminated employment with vested rights under the provisions of the Plan as in effect before the Plan Restatement Date, and was entitled to benefits thereunder shall become a Participant hereunder on the Plan Restatement Date.
- (b) Other Employees Covered Under Plan When Restated: Each Employee on the Plan Restatement Date who was covered under the Plan immediately before such date and who is not included in (a) above shall become a Participant hereunder as of such date.
- (c) All Other Employees: Subject to Section 5.3, each Employee not included in (a) or (b) above shall become covered as a Participant hereunder on the first day of the first month next following the earlier of (i) his completion of three Years of Service Credit or (ii) his attainment of age 21 and completion of either (x) 1,000 Hours of Service during the first 12 months following the date the Employee completes his first Hour of Service or (y) one Year of Service Credit; provided that no Employee who first performs an Hour of Service after December 1, 2010 shall become a Participant.

#### 5.2. Effect of Break in Service on Participation Rights and Plan Benefits:

If a Participant incurs a Break in Service after he has fulfilled the vesting requirements for his Accrued Pension in accordance with Section 6.4, he shall remain a Participant hereunder until his death and his Years of Service Credit and his Accrued Pension earned to the date he incurs the Break will remain to his credit. As a Participant, he will be eligible for benefits as described in the Plan.

If a Participant incurs a Break in Service before he has fulfilled the vesting requirements for his Accrued Pension in accordance with Section 6.4, he shall cease to be a Participant hereunder as of the date he incurs such Break, his Years of Service Credit and his Accrued Pension earned to the date he incurs the Break will be forfeited, his Accumulation, if any, will be automatically returned to him, and no benefits will be payable on his behalf under the Plan.

If an Employee incurs a Break in Service before he has become covered hereunder as a Participant, his Years of Service Credit will be forfeited and no benefits will be payable on his behalf under the Plan. If a former Employee is rehired, he shall participate to the extent set forth in the Article IX hereof, subject to Section 9.5.

5.3. Plan Closed: Notwithstanding any other provision of the Plan (other than Section 14.6 with respect to the transfer of assets and liabilities from St. Mary's), in no event shall an



individual first become a Participant (or rejoin the Plan pursuant to Article IX) after December 31, 2011.

## ARTICLE VI

### ELIGIBILITY FOR PENSIONS

6.1. Normal Pension: A Participant who has terminated employment with all Participating Employers shall be eligible to receive a Pension, determined in accordance with Section 7.2 and payable in accordance with Article VIII, provided that he has attained his Normal Retirement Date (a "Normal Pension"). His Normal Retirement Date shall be the first day of the month coinciding with or otherwise next following the later of: (x) the date he attains age 65; or (y) the fifth anniversary of his date of hire by a Participating Employer. If a Participant is not an Employee on the date he becomes so eligible, he shall be considered as retired on his Normal Retirement Date.

6.2. Early Pension by Election or Disability: A Participant who has five Years of Service Credit and has terminated employment with all Participating Employers may elect to receive a Pension (an "Early Pension"), determined in accordance with Section 7.3 and payable in accordance with Article VIII, commencing on the first day of any month during the ten-year period preceding his Normal Retirement Date, provided such day is not less than 90 days following receipt of such election by the Administrator. The date on which a Participant begins to receive his Early Pension shall be such Participant's "Early Retirement Date." A Participant who has five Years of Service Credit, who is at least age 55 and who is totally and permanently disabled shall be entitled to an Early Pension for disability. A Participant shall be deemed to be "totally and permanently" disabled by the Administrator, upon the advice of a qualified physician, if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. A Participant's Retirement Date for an Early Pension for disability shall be the first day of the month coinciding with or otherwise next following the date he becomes so eligible. The amount of the Participant's Early Pension, whether by election or disability, is determined in accordance with Section 7.3 and payable in accordance with Article VIII. Notwithstanding the foregoing provisions of this Section 6.2, a Participant who elects to receive an Early Pension pursuant to an early retirement program offered by his Participating Employer and approved by the Trustees shall not be required to give the notice of such election required by this Section 6.2.

6.3. Delayed Pension: If a Participant terminates employment with all Participating Employers after his Normal Retirement Date, he shall be eligible to receive a Pension determined in accordance with Section 7.4 and payable in accordance with Article VIII (a "Delayed Pension"). His Delayed Retirement Date shall be the first day of the month following the date of his actual termination of employment with all Participating Employers.

6.4. Vested Pension: A Participant fulfills the vesting requirements for 100% of his Accrued Pension determined in accordance with Section 7.1 which is attributable to Participating Employers' contributions when he has completed five Years of Service Credit (a "Vested Pension"). Regardless of his Years of Service Credit, however, a Participant shall fulfill the vesting requirements for one hundred percent (100%) of his Accrued Pension determined in accordance with Section 7.1 which is attributable to Participating Employers' contributions if he is an Employee on any date on or after the later of (a) his attainment of age 65, or (b) the fifth

anniversary of the date of his date of hire. In addition, a Participant shall fulfill the vesting requirements for one hundred percent (100%) of his Accrued Pension determined in accordance with Section 7.1 if (i) his employment was terminated by his Participating Employer by elimination of the position in which he was employed, and not voluntarily by the Participant, and (ii) his termination of employment was on or after the fourth anniversary of his date of hire by a Participating Employer.

A Participant is always 100% vested for the portion, if any, of his Accrued Pension determined in accordance with Section 7.1 which is attributable to his Accumulation.

The portion, if any, of a Participant's Accrued Pension which is attributable to his Accumulation and the portion attributable to Participating Employers' contributions will be determined in accordance with uniform rules and procedures established by the Administrator.

The portion of a Participant's Accrued Pension in which he has a vested interest is referred to herein as his "Vested Pension."

6.5. Survivor Spouse Pension: If a Participant dies while married to a spouse to whom he or she was married throughout the one-year period preceding the Participant's death, the spouse shall be eligible to receive a Pension determined in accordance with Section 7.6 (a "Survivor Spouse Pension").

## ARTICLE VII

### ACCRUED PENSION; AMOUNT OF PENSION

7.1. Accrued Pension: Subject to Section 7.9, the total annual amount of Pension accrued (the “Accrued Pension”) as of any date of determination for the benefit of a Participant shall be equal to the sum of (a) and (b) following, reduced by (c) following, where:

- (a) is 133 1/3% of so much of the annual amount of Accrued Pension, if any, accrued by such Participant through June 30, 1987 under the terms of the Plan as constituted on that date as relates to his Eligible Earnings for any year not in excess of the then current Taxable Wage Base plus 100% of the remainder of the annual amount of that Accrued Pension;
- (b) is, for service after June 30, 1987, and on or before December 31, 2003, 2% of his Eligible Earnings received after June 30, 1987 and on or before December 31, 2003, plus 0.47% of the amount by which his Eligible Earnings for each year after 1994 exceeds twice the Covered Compensation for that year. Notwithstanding the preceding, (b) is, for service after December 31, 2003 and on or before December 31, 2011, 2% of his Eligible Earnings received after December 31, 2003 and on or before December 31, 2011, up to a maximum of \$20,000 per Year of Service, plus 1.0% of the amount by which his Eligible Earnings for each Year of Service after December 31, 2003 and on or before December 31, 2011 exceed \$20,000;
- (c) is the Actuarial Equivalent of the Accrued Pension actually paid to the Participant through the date of calculation.

If a Participant (i) was covered under Another Previous Plan and became covered on October 1, 1974 under this Plan as then constituted, (ii) remains in the employ of a Participating Employer until at least his Normal Retirement Date, and (iii) has an annual rate of Earnings during all years of such employment at least equal to his annual rate of Earnings on October 1, 1974, the total annual amount of such Participant’s Accrued Pension as of his Normal Retirement Date shall be equal to the greater of the amount determined in accordance with the preceding paragraph and the annual amount of pension to which he would have been entitled under Another Previous Plan as constituted on October 1, 1974, based on his annual rate of Earnings on October 1, 1974 and contributions which his employer under Another Previous Plan would have made had such Participant remained a Participant under Another Previous Plan until his Normal Retirement Date.

If a Participant is entitled to a benefit under Another Previous Plan, the annual amount of his Accrued Pension hereunder will be reduced by the annual amount of pension that would be payable to him at his Normal Retirement Date under Another Previous Plan without any options in effect.

“Earnings” for any Participant for any period means regular basic earnings payable to him by a Participating Employer, which may include the value, at a rate determined by the Trustees, of any room and board furnished to an Employee in the course of his employment with a Participating Employer, but which excludes overtime pay; excluding, however, for any calendar year beginning on or after January 1, 2016 any such compensation in excess of \$265,000 (and, for prior years, the limit under Code Section 401(a)(17) as was then in effect). This \$265,000 limit on annual compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. For limitation years beginning after December 31, 1997, Earnings shall also include elective amounts that are not includible in the gross income of any Participant under Section 125, 402(e)(3), 402(h), 403(b), 457 or, effective January 1, 2001, 132(f)(4) of the Code.

“Eligible Earnings” means Earnings after becoming a Participant under Section 5.1 and during each calendar year for which the Participant receives a Year of Service Credit or in which the Participant dies, retires or terminates employment while entitled to a Vested Pension; provided, that (i) for each Participant who is a CWU Early Retiree (as defined in Section 7.3), his Eligible Earnings shall be deemed to include the amount of Earnings that would have been paid to him (at the rates in effect when he retired) by his Participating Employer had he worked through the end of the month which includes his 65th birthday; and (ii) in the case of a Participating Employer that, in accordance with Section 7.3(c) hereof, has elected to sponsor a subsidized early retirement program, the Eligible Earnings of each Participant who retires in connection with such program shall be deemed to include the additional amount of Earnings, if any, provided to such Participant in accordance with the terms of such program.

“Taxable Wage Base” means with respect to any Plan Year, the maximum amount from which social security taxes are required to be withheld in accordance with the Federal Insurance Contributions Act, or any successor act, which is in effect at the beginning of such Plan Year.

“Covered Compensation” for any year means the average of the Taxable Wage Bases for the 35-year period ending with that calendar year.

For purposes of this Section 7.1, the amount of any pension accrual shall be calculated on a calendar year basis, with proration for each month worked.

7.2. Amount of Normal Pension: Subject to the limitations set forth in Section 7.7, the annual amount of Normal Pension payable to a Participant eligible therefor in accordance with Section 6.1 shall be equal to:

- (a) the total annual amount of his Accrued Pension determined in accordance with Section 7.1, provided such Participant is still in the employ of a Participating Employer as of the date he becomes eligible to receive such Normal Pension;

otherwise,

- (b) the total annual amount of his Accrued Pension determined in accordance with Section 7.1 as constituted on the date he ceased to be in the employ of a Participating Employer.

7.3. Amount of Early Pension: Subject to the limitations set forth in Section 7.7, the annual amount of Early Pension payable to a Participant eligible therefor in accordance with Section 6.2 shall be equal to the Actuarial Equivalent of the annual amount of Normal Pension determined in accordance with subsection 7.2(b) that would otherwise have been payable to the Participant had he not elected to receive an Early Pension, with the following three exceptions:

- (a) if a Participant who is entitled to a benefit under Another Previous Plan becomes eligible for disability benefits under the Federal Social Security Act within seven (7) months of his Early Retirement Date, the amount of his Pension, while he remains so eligible, will not be reduced for the amount of benefits to which he is entitled from Another Previous Plan;
- (b) the amount of Early Pension payable to a Participant (each such Participant being referred to herein as a "CWU Early Retiree") (i) whose employment was terminated by the Roman Catholic Archdiocese of Boston on November 30, 1993, (ii) who was between the ages of 61 ½ and 65 at the date of termination of employment, and (iii) who was a member of the Cemetery Workers Union at the date of his termination, shall be equal to the annual amount of Normal Pension determined in accordance with subsection 7.2(b) that would have been payable to such Participant had he remained employed by the Roman Catholic Archdiocese of Boston through his Normal Retirement Date; and
- (c) the amount of Early Pension payable to a Participant whose last employment by a Participating Employer was by a Participating Employer that, in accordance with the provisions of this paragraph (c), has elected to sponsor a subsidized early retirement program, and who terminates employment with such Participating Employer in accordance with the terms of such program, shall be equal to the amount determined in accordance with the terms of the Plan as amended by the instrument referred to below. The amount of such a Participant's Early Pension shall be calculated pursuant to the provisions of this paragraph (c) only if such Participant's Participating Employer meets each of the following conditions:
  - (i) such Participating Employer shall have provided to the Administrator an opinion of counsel, from counsel acceptable to the Administrator, to the effect that such Participating Employer's early retirement program will not cause either the Participating Employer, the Plan or the Trustees to violate any applicable federal or state laws, including without limitation the federal Age Discrimination in

Employment Act, and such opinion shall be in form and substance satisfactory to the Administrator and the Plan's counsel;

- (ii) prior to the date of the commencement of the early retirement program, the Participating Employer shall have deposited with the Administrator for further contribution to the Plan an amount determined by the Administrator to fund the additional service credit, age credit, cash incentives and other incentives, as applicable, included in such Participating Employer's early retirement program, together with an additional amount determined by the Administrator to reimburse the Plan for the costs of the legal review of such early retirement program;
- (iii) such early retirement program shall not provide for Early Pensions for Participants who have not attained age 55; and
- (iv) the Administrator and such Participating Employer shall have executed an instrument setting forth the calculation of the increased Early Pension pursuant to the early retirement program, the terms of such instrument shall be acceptable to the Administrator and the Plan's legal counsel, and such instrument shall constitute an amendment to the Plan when executed by the Administrator to be effective on the date set forth in such instrument.

7.4. Amount of Delayed Pension: Subject to the limitations set forth in Section 7.7, the annual amount of Delayed Pension payable to a Participant eligible therefor in accordance with Section 6.3 shall be equal to the total annual amount of Pension accrued by the Participant in accordance with Section 7.1 up to his Delayed Retirement Date.

7.5. Amount of Vested Pension: Subject to the limitations set forth in Section 7.7, the annual amount of Vested Pension payable to a Participant eligible therefor in accordance with Section 6.4 shall be equal to the total annual amount of Pension accrued by the Participant in accordance with Section 7.1 up to the date of his Break in Service.

7.6. Amount of Survivor Spouse Pension: Subject to the limitations set forth in Section 7.7, the monthly Pension payable to a spouse eligible for a Survivor Spouse Pension shall be equal to 50% of the monthly Pension the Participant would have received in accordance with Section 8.1(b) if he had retired on the first day of the month following his death and had lived to age 55. Such monthly Pension will commence on the first day of the month following the Participant's death, if the Participant died after attaining age 55, or on the first day of the month following the date on which the Participant would have attained age 55, and will continue payable on the first day of each month during the spouse's lifetime, terminating with the payment made on the first day of the month in which the spouse's death occurs.

7.7. Maximum Pension: In no event shall a Participant's Pension exceed in the aggregate the maximum annual amount permitted under Section 415(b) of the Code, to the extent Section 415 of the Code is applicable to non-electing church plans. Effective for years beginning

after December 31, 2006, Code Section 415(b)(1)(B) shall not apply, except with respect to highly compensated employees, and each Participant's annual benefit shall be limited to the limit under Code Section 415(b)(1)(A) (\$195,000 in 2011). In applying the provisions of Code Section 415(b)(1)(B) to the extent applicable, "compensation" shall include post-severance compensation paid by the later of (1) 2 ½ months after severance from employment or (2) the end of the year that includes the date of severance from employment, if such compensation (a) is regular compensation for services during the Participant's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments and (b) would have been paid if the Participant had continued in employment.

7.8. Amount of Monthly Pension: Each monthly Pension payment payable to a Participant hereunder shall be equal to one-twelfth of the Participant's annual amount of Pension.

7.9. Cessation of Accruals; Plan Frozen: Notwithstanding any other provision of the Plan, no further benefits shall accrue for any period occurring after December 31, 2011.



## ARTICLE VIII

### FORMS AND TERMS OF PAYMENT; OTHER BENEFITS

#### 8.1. Standard Forms of Early and Normal Pension Payment:

- (a) Automatic Survivor Pension Not in Effect: Except as otherwise provided in Section 8.4, if the Automatic Survivor Pension form described in subsection (b) following is not in effect for a Participant who is retiring under the Plan on an Early or Normal Retirement Date, any Pension payable to the Participant will be paid to him in equal monthly installments, the first payment being made on his applicable Retirement Date and subsequent payments being made on the first day of each month throughout his lifetime, terminating with the payment made on the first day of the month in which his death occurs.
- (b) Automatic Survivor Pension in Effect: Unless a Participant specifically elects otherwise, the following shall apply:
  - (i) If the Participant is married when his Pension begins, any Early or Normal Pension payments payable to the Participant on and after his applicable Retirement Date will be paid as described in subsection (a) preceding, except that the amount of his monthly Pension will be reduced to the Actuarial Equivalent of the Pension that would otherwise have been payable to the Participant in accordance with subsection (a) preceding.
  - (ii) If the Participant's spouse on the date the Pension begins is living at the Participant's death and such spouse had been married to the Participant throughout the one-year period preceding his death, Pension payments shall be made to such spouse in a monthly amount equal to 50% of the reduced monthly Pension to which the Participant was entitled in accordance with item (i) preceding. Such payments will be paid in equal monthly installments commencing on the first day of the month following the Participant's death, and continuing to be made on the first day of each month during the spouse's remaining lifetime, terminating with the payment made on the first day of the month in which the spouse's death occurs.
- (c) Death Benefits for Participants with Accumulations: If a Participant who has an Accumulation is having his Pension provided under one of the standard forms described in this Section 8.1 and if, at his death:
  - (i) no benefits are payable to his spouse, then the excess, if any, of his Accumulation over the aggregate amount of all Pension payments he received will be paid to his beneficiary in a single sum; or

- (ii) benefits are payable to his spouse, then upon the death of his spouse, the excess, if any, of his Accumulation over the aggregate amount of all Pension payments made to him and his spouse will be paid to his beneficiary in a single sum.

8.2. Standard Forms of Delayed Pension Payment:

- (a) Automatic Survivor Pension Not in Effect: Except as otherwise provided in Section 8.4, if the Automatic Survivor Pension form described in subsection (b) following is not in effect for a Participant who is retiring under the Plan on a Delayed Retirement Date, any Delayed Pension payable to the Participant under the Plan will be paid to him in equal monthly installments, the first payment being made on his Delayed Retirement Date and subsequent payments being made on the first day of each month throughout his lifetime, terminating with the payment made on the first day of the month in which his death occurs.
- (b) Automatic Survivor Pension in Effect: Unless a Participant specifically elects otherwise, in accordance with uniform procedures established by the Trustees, the following shall apply:
  - (i) If the Participant is married when his Pension begins, any Delayed Pension payments payable to the Participant will be paid as described in subsection (a) preceding, except that the amount of his monthly Pension will be reduced to the Actuarial Equivalent of the form of Pension that would otherwise have been payable to the Participant in accordance with subsection (a) preceding, adjusted on the basis of uniform rules determined by the Trustees to recognize the period of time after his Normal Retirement Date and before his Delayed Retirement Date or earlier death during which he was married.
  - (ii) If the Participant's spouse on the date the Pension begins is living at the Participant's death and such spouse had been married to the Participant throughout the one-year period preceding his death, monthly Pension payments shall be made to such spouse. If the Participant dies before his Delayed Retirement Date, the monthly amount of Pension payable to such spouse shall be equal to 50% of the reduced monthly Pension the Participant would have received in accordance with item (i) preceding if the first day of the month following his death had been his Delayed Retirement Date. If the Participant dies on or after his Delayed Retirement Date, the monthly amount of Pension payable to such spouse shall be equal to 50% of the reduced monthly Pension the Participant was entitled to receive in accordance with item (i) preceding.

Any such payments to the spouse will be paid in equal monthly installments, commencing on the first day of the month following the Participant's death, and continuing to be made on the first day of each month during such spouse's remaining lifetime, terminating with the payment made on the first day of the month in which such spouse's death occurs.

- (c) Death Benefits for Participants with Accumulations: If a Participant who has an Accumulation is having his Pension provided under one of the standard forms described in this Section 8.2 and if, at his death:
- (i) no benefits are payable to his spouse, then the excess, if any, of his Accumulation over the aggregate amount of all Pension payments he received will be paid to his beneficiary in a single sum; or
  - (ii) benefits are payable to his spouse, then upon the death of his spouse, the excess, if any, of his Accumulation over the aggregate amount of all Pension payments made to him and his spouse will be paid to his beneficiary in a single sum.

8.3. Standard Forms of Vested Pension Payment:

- (a) Automatic Survivor Pension Not in Effect: Except as otherwise provided in Section 8.4, if the Automatic Survivor Pension form described in subsection (b) following is not in effect for a Participant who has terminated employment, any Pension payable to the Participant will be paid to him in equal monthly installments, the first payment being made on the date that would have been his Normal Retirement Date or, in an amount that is the Actuarial Equivalent, on the first day of any of the 120 months preceding that date, as specified by the Participant to the Trustees in accordance with uniform rules. Subsequent payments will be made on the first day of each month throughout his lifetime, terminating with the payment made on the first day of the month in which his death occurs.
- (b) Automatic Survivor Pension in Effect: Unless a Participant specifically elects otherwise, the following shall apply:
- (i) If the Participant is married when his Pension begins, any Vested Pension payments payable to the Participant on and after his termination will be paid as described in subsection (a) preceding, except that the amount of his monthly Pension will be reduced to the Actuarial Equivalent of the form of Pension that would otherwise have been payable to the Participant in accordance with subsection (a) preceding.
  - (ii) If the Participant's spouse on the date the Pension begins is living at the Participant's death and such spouse had been married to the Participant throughout the one-year period preceding his death,

Pension payments shall be made to such spouse in a monthly amount equal to 50% of the reduced monthly Pension to which the Participant was entitled in accordance with item (i) preceding. Such payments will be paid in equal monthly installments commencing on the first day of the month following the Participant's death, and continuing to be made on the first day of each month during the spouse's remaining lifetime, terminating with the payment made on the first day of the month in which the spouse's death occurs.

- (c) Death Benefits for Participants with Accumulations: If a Participant who has an Accumulation is having his Pension provided under one of the standard forms described in this Section 8.3 and if, at his death:
- (i) no benefits are payable to his spouse, then the excess, if any, of his Accumulation over the aggregate amount of all Pension payments he received will be paid to his beneficiary in a single sum; or
  - (ii) benefits are payable to his spouse, then upon the death of his spouse, the excess, if any, of his Accumulation over the aggregate amount of all Pension payments made to him and his spouse will be paid to his beneficiary in a single sum.

8.4. Optional Forms of Pension: Effective for pension payments requested prior to January 1, 2011, in lieu of receiving his Pension in one of the standard forms specified in Section 8.1, Section 8.2 or Section 8.3, whichever is applicable, a Participant may elect to receive a Pension that is the Actuarial Equivalent in one of the optional forms identified on Exhibit B.

8.5. Pre-Retirement Death Benefits for Participants with Accumulations: If a Participant who has an Accumulation dies before his Early Retirement Date, if he is retiring early, otherwise before the date he is first eligible to receive a Normal Pension, and

- (a) if no benefits are payable to his spouse in accordance with the terms of Section 6.5, his Accumulation will be paid to his beneficiary in a single sum; or
- (b) if benefits are payable to his spouse in accordance with the terms of Section 6.5, the excess, if any, of his Accumulation over the aggregate amount of Pension payments received by his spouse will be paid to his beneficiary in a single sum.

8.6. Additional Terms Applicable to Pensions and Other Benefits:

- (a) Small Lump Sums: In the event that, following retirement or other termination of employment, the present value of the payments to be made with respect to a Participant is less than \$1,000.00, as determined by the actuary designated by the Trustees, the Participant shall automatically receive his entire benefit in the form of a single lump sum following termination of employment. In the event that, following retirement or other

termination of employment, the present value of the payment to be made with respect to a Participant is greater than \$1,000 but less than \$5,000, as determined by the actuary designated by the Trustees, the Participant may elect to receive the benefit in the form of a single lump sum and in the event such a Participant does not elect a lump sum form, the Participant's benefit shall be payable as an annuity in accordance with the other provisions of the Plan. Notwithstanding the foregoing, in connection with the withdrawal of a Participating Employer from the Plan and a related transfer of Plan assets and liabilities or a related purchase of a commercial annuity, the \$1,000 and \$5,000 amounts referred to in the two preceding sentences may be increased in the discretion of the Plan Administrator and may, also or alternatively, in the discretion of the Plan Administrator be applied solely with regard to the portion of the Participant's benefit being transferred or annuitized.

- (b) Substitute Payee: If any person entitled to a benefit payment under the Plan is deemed incapable of personally receiving and giving a valid receipt for such payment, then, unless and until claim therefor shall have been made by a duly appointed guardian or other legal representative of such person, acting pursuant to a duly authorized and notarized power of attorney or similar instrument, the Trustees shall provide for such payment or any part thereof to be made to any other person or institution then contributing toward or providing for the care and maintenance of such person. Any such payment shall be a payment for the account of such person and a complete discharge of any liability of the Plan therefor.

8.7. Election Not to Take Standard Form of Pension: A Participant who is married may elect not to take the standard form of Pension contemplated by Sections 8.1, 8.2 and 8.3. An election under this Section 8.7 shall be made on a form prescribed by the Trustees during the 90 day period before the Participant's Pension payment commences and shall be effective only if the Participant's spouse (a) shall have given written consent to the election, acknowledged before a notary public, and shall have acknowledged the effect of the election, or (b) cannot be located after a search deemed reasonable by the Trustees. The last election received by the Plan during the election period will dictate the terms of the Participant's distribution. If a married Participant elects not to take the standard form of Pension, he shall receive his Accrued Pension, payable as a single life annuity.

8.8. Commencement of Distributions for Certain Participants and Beneficiaries: The terms of the Plan do not permit deferred commencement of benefits in violation of Code Section 401(a)(9), including the incidental death benefit requirement under Code Section 401(a)(9)(G). In the event that a Participant attains age 70 ½ while still employed, the distribution of such Participant's Pension may, at the Participant's election, commence on April 1 of the calendar year following the calendar year in which such Participant attains age 70 ½. This is a one-time, irrevocable election. Additional provisions related to compliance with Code Section 401(a)(9) are set forth in Exhibit C.

8.9. Standard Death Benefit:

- (a) If a Participant, other than a Special Participant described in paragraph (d) below, dies after June 30, 1991 and after such Participant has begun to receive a Pension under the Plan, the person designated by the Participant as his or her beneficiary shall be eligible to receive a death benefit in the following amount:

<b>Years of Service at Retirement</b>	<b>Death Benefit Amount</b>
10 or more	\$10,000
9	9,000
8	8,000
7	7,000
6	6,000
5	5,000
4 or less	0

- (b) If a Special Participant dies after June 30, 1991 and after such Participant has begun to receive a Pension under the Plan, the person designated by such Participant as his or her beneficiary shall be eligible to receive the death benefit described in paragraph (a) hereof only if either:
- (i) such Participant was age 55 and had 10 or more Years of Service Credit as of such Date of Withdrawal, in which case such beneficiary shall receive a death benefit in the amount of \$10,000; or
- (ii) such Participant was age 55 and had more than 4 but less than 10 Years of Service Credit as of such Date of Withdrawal, in which case such beneficiary shall receive the death benefit amount shown in paragraph (a) above set forth opposite the number of Years of Service Credit earned by such Participant as of such Date of Withdrawal (substituting “Years of Service at Date of Withdrawal” for the column heading “Years of Service at Retirement”).
- (c) The amount so payable pursuant to this Section 8.9 shall be in addition to any Pension payable under the Plan and shall be payable in a single sum.
- (d) For purposes of this Section 8.9, the term “Special Participant” shall mean:
- (i) A Participant whose last employment by a Participating Employer that has withdrawn from the Plan effective as of a date (such Participating Employer’s “Date of Withdrawal”) prior to the date on which such Participant ceased to be employed by such Participating Employer; or

- (ii) A Participant who separates from service at age 55 or older with at least 5 Years of Service Credit and is continuing to receive a Pension under the Plan at the time of his or her death.

Notwithstanding the provisions of paragraph (b), if a Special Participant, as defined in this sub- paragraph (d) (ii) dies after June 30, 1991 while receiving a Pension under the Plan, then the person designated as his or her beneficiary shall be eligible to receive a death benefit as follows:

- 1) If the Special Participant had 10 or more Years of Service Credit upon separation from service, such beneficiary shall receive a death benefit in the amount of \$10,000.
- 2) If the Special Participant had at least 5 but fewer than 10 Years of Service Credit upon separation from service, then the beneficiary shall receive the death benefit amount shown in paragraph (a) above set forth opposite the Years of Service Credit the Special Participant had at the time he or she separated from service. (Substituting “Years of Service at Date of Separation from Service” for the column heading “Years of Service at Retirement”).

8.10. Special Optional Benefit in Connection with Plan Freeze:

- (a) Payments to Terminated Vested Participants: During the election period and in accordance with such procedures established by the Administrator, each Eligible Terminated Vested Participant may voluntarily elect to receive a single lump sum payment (as determined under (c) below) in lieu of his pension and death benefits otherwise payable under the Plan. Such Eligible Terminated Vested Participant shall also be given the option of voluntarily electing an immediately commencing annuity (as determined under (c) below).
- (b) In-Service Benefit for Those Eligible for Early Retirement: During the election period and in accordance with such procedures established by the Administrator, each Eligible Active Participant may voluntarily elect to receive a single lump sum payment (as determined under (c) below) in lieu of his pension and death benefits otherwise payable under the Plan. Such Eligible Active Participant shall also be given the option of voluntarily electing an immediately commencing annuity (as determined under (c) below).
- (c) Calculation and Effect of Payment: Payments pursuant to this Section 8.10 shall reflect benefits accrued through the earlier of (i) termination of employment or (ii) December 31, 2011, the date the Plan is frozen and all accruals cease. For purposes of this Section 8.10 only, Eligible Active

Participants who are actively employed as of August 1, 2011 shall be provided with a full year of pension accrual for 2011. Subject to Section 8.6(a) relating to the cash out of small benefits, the single lump sum payment shall be the Actuarial Equivalent of the Participant's Accrued Pension multiplied by the Plan's estimated funded percentage as determined by the Administrator based on the Plan's funded status, as determined by the Administrator in its sole discretion. Except with respect to a Participant who is a Participant eligible to commence his pension under Section 6.1 or 6.2, the immediately commencing annuity shall be the actuarially reduced immediately commencing annuity, multiplied by the Plan's estimated funded percentage as determined by the Administrator based on the plan's funded status, as determined by the Administrator in its sole discretion. Participants receiving lump sum payment under this Section (and Beneficiaries of such Participants) shall not be entitled to any further retirement or death benefits from the Plan.

- (d) Election Procedure. In accordance with such procedures and in such form as the Administrator shall establish, each electing Eligible Active Participant (or electing Eligible Terminated Vested Participant) (with the consent of his or her spouse if the Participant is **married**) shall make an irrevocable election to receive a single lump sum or immediately commencing annuity, to be payable as soon as practicable following the close of the applicable election period.
- (e) Ongoing Periodic Elections. The Administrator shall from time to time establish similar election periods for Participants who, following December 31, 2011, first satisfy the requirements to receive a Normal Pension or who terminate employment to receive immediate payments based on the methodology in this Section.
- (f) Definitions: For purposes of this Section,
  - 1) "Eligible Active Participant" means each Participant who, as of August 1, 2011, is actively employed with the Participating Employers, is vested and is eligible to commence an Early Pension but for the fact that he is actively employed.
  - 2) "Eligible Terminated Vested Participant" means (i) each Participant who, as of January 31, 2011, has terminated employment with all Participating Employers but has not yet received or commenced the receipt of benefits under the Plan.
- (g) The Administrator may adopt rules and procedures to implement optional current benefit elections consistent with the provisions of this Section 8.10 for beneficiaries and alternate payees.



## **ARTICLE IX**

### **REHIRED EMPLOYEES**

9.1. Effect of Rehiring on Participation and Service: If a former Employee who incurred a Break in Service is rehired prior to December 31, 2011 by a Participating Employer as an Employee, the following shall apply:

- (a) If such rehired Employee had not forfeited his Years of Service Credit in accordance with Section 5.2 and remained a Participant hereunder, his Years of Service Credit completed before and after his Break in Service will be aggregated.
- (b) If such rehired Employee had forfeited his Years of Service Credit in accordance with Section 5.2 and is not eligible to have his Years of Service Credit reinstated in accordance with the following paragraph (c), he will be treated as a new employee for all purposes of this Plan and will become covered as a Participant hereunder only in accordance with Section 5.1.
- (c) Anything in this Plan to the contrary notwithstanding, if such rehired Employee had forfeited his Years of Service Credit in accordance with Section 5.2 and if, on his date of rehire, his total Years of Service Credit completed before his Break in Service exceeds the number of consecutive calendar years constituting his Break in Service, he will become covered as a Participant hereunder as of his date of rehire, provided he was a Participant hereunder prior to the date he incurred a Break in Service, and his Years of Service Credit completed before his Break will be reinstated and his Years of Service Credit completed before and after his Break will be aggregated. Otherwise, he will become covered hereunder upon completion of the participation requirements of Section 5.1.

9.2. Effect of Rehiring on Determining Amount of Pension: Anything in this Plan to the contrary, notwithstanding, any former Employee who is rehired by a Participating Employer as an Employee prior to December 31, 2011 will accrue a Pension in accordance with Section 7.1, after the later of the date of rehire or, if applicable, the date he becomes a Participant anew in accordance with Section 9.1. The amount of his Accrued Pension for employment on and after his date of rehire will be based on Section 7.1 as constituted on the date he subsequently ceases to be an Employee.

If a rehired Employee had not forfeited his Years of Service Credit when he incurred a break in Service, the amount of his Accrued Pension with respect to his pre-Break service will be equal to that Accrued Pension which he has to his credit as of his date of rehire.

If a rehired Employee has his Years of Service Credit reinstated in accordance with Section 9.1(c) and, if applicable, makes the repayment described in Section 9.3, then, anything in this Plan to the contrary notwithstanding, the amount of his Accrued Pension with respect to his service

before the Break in Service will be equal to that Accrued Pension which he had to his credit as of the date of his Break in Service.

If a rehired Employee who had his Accumulation returned to him when he incurred a Break in Service had his Years of Service Credit reinstated in accordance with Section 9.1(c), but he does not make the repayment described in Section 9.3, he shall not be credited with any amount of Accrued Pension with respect to his Service before the Break in Service.

9.3. Repayment of Accumulation: A rehired Employee who had his Accumulation returned to him when he incurred a Break in Service and who has his Years of Service Credit reinstated in accordance with Section 9.1(c) may choose to repay the Accumulation returned to him and have reinstated as of the date of such repayment any Accrued Pension with respect to his service before the Break in Service. Such repayment must be made in a lump sum within the two-year period following his date of rehire, but in no event later than the first to occur of his retirement and his Normal Retirement Date. The amount of such repayment must be equal to the sum of (i) his Accumulation returned to him in accordance with Section 5.2 and (ii) interest from the date the return was made in accordance with Section 5.2 to the date such Employee makes such repayment at the same rate (or rates) as that which was being credited hereunder to Participant's Accumulations during such period. His previously forfeited Accrued Pension will be reinstated as of the date he makes such repayment.

9.4. Continued or Resumed Employment:

- (a) After Age 65. The Pension payments which are otherwise payable to a Participant who continues employment with a Participating Employer after attaining age 65 or who resumes employment with a Participating Employer after beginning to receive Pension payments from the Trust following retirement under Section 6.1 or 6.3 will be suspended for the duration of the Participant's resumed or continued employment. For purposes of the preceding sentence, a Participant will be considered to have resumed or continued employment only if the Participant completed 80 or more Hours of Service for the Employer during a calendar month. If a Participating Employer suspends all or part of the benefits of a Participant pursuant to this Section, it shall notify the Participant of the suspension in the manner and at the time required by applicable law. If a Participant resumes employment with a Participating Employer after beginning to receive Pension payments from the Trust following retirement and receives a Year of Service Credit for any calendar year after resuming employment, the Participant's Accrued Pension shall be adjusted accordingly.
- (b) Before age 65. The Pension payments which are otherwise payable to a Participant who resumes employment with a Participating Employer after beginning to receive Pension payments from the Trust following retirement under Section 6.2 will be suspended for the duration of the Participant's resumed employment. For purposes of the preceding sentence, a Participant will be considered to have resumed employment only if the Participant completed 80 or more hours of service for the Participating Employer

during a calendar month. If a Participating Employer suspends all or part of the benefits of a Participant pursuant to this section, it shall notify the Participant of the suspension in the manner and at the time required by applicable law. If a participant received a Year of Service Credit for any calendar year after resuming employment, the Participant's Accrued Pension shall be adjusted accordingly.

9.5. Plan Closed to Re-Hires: Notwithstanding any other provision of the Plan, no former Employee with a rehire date after December 31, 2011 shall rejoin the Plan.

## **ARTICLE X**

### **PARTICIPANTS' ACCUMULATIONS: WITHDRAWAL BENEFITS**

10.1. Withdrawal Benefit: A Participant who has not had his Accumulation automatically returned to him may at any time after he incurs a Break in Service and before his Early, if applicable, or Normal Retirement Date, elect to receive a return of his Accumulation.

10.2. Effect of Withdrawal of Accumulation upon Accrued Pension: Anything in this Plan to the contrary notwithstanding, if a Participant elects the withdrawal of his Accumulation, in accordance with Section 10.1, the annual amount of his Accrued Pension, as determined in accordance with Section 7.1, will be reduced by the annual amount of such Pension attributable to his period of service with a Participating Employer for which he made contributions under the Plan, such amount being determined by the Plan's actuary.

## ARTICLE XI

### FINANCING OF THE PLAN

11.1. Funding Policy and Method: The Trustees from time to time shall determine the immediate and long term financial requirements of the Plan and, on the basis of such determination, establish a policy and method of funding which will enable the Trustees to coordinate the investment policies of the Plan with the objective and financial needs thereof. All participating employers contributing to the Trust must adopt procedures, effective no later than January 1, 2007, such that with respect to assessments after that date

- (a) said participating employer will use an electronic funds transfer system which will permit the Trust to debit the organization's account in order to collect timely assessments to the Trust; and
- (b) if a participating employer does not adopt the use of such system prior to January 1, 2007, or if there are insufficient funds on deposit so that the assessment occurring on or after January 1, 2007 remain unpaid for 60 days after being due then the Trustees may terminate the participation of such organization in the Trust as they deem appropriate.

11.2. Permanency of Plan: The Trustees expect and intend to continue the Plan indefinitely subject, however, to the provisions of Section 5.3, Section 7.9, and Article XIV.

11.3. Substitution of Funding Agent: The Trustees may at any time substitute a new Funding Agent without such substitution in and of itself being considered as a termination of the Plan.

11.4. Forfeitures: Any forfeitures arising from termination of employment, death or any other reason shall not be applied to increase the benefits of any Participant prior to termination of the Plan, but shall be applied instead to reduce Participating Employer contributions that would otherwise be made hereunder.

## **ARTICLE XII**

### **QUALIFIED DOMESTIC RELATIONS ORDERS**

12.1. Payment Pursuant to Orders: Notwithstanding the provisions of Articles VI, VII and VIII and Section 13.2, benefits under the Plan shall be paid pursuant to the provisions of Qualified Domestic Relations Orders.

12.2. Verification and Administration Procedures: Within ten days after receipt of any order purporting to be a Qualified Domestic Relations Order, the Administrator shall mail notice to the Participant and each alternate payee or representative named in the said order or otherwise designated by any such alternate payee to the effect that it will consider the said order to be a Qualified Domestic Relations Order unless objection is filed within 30 days after the date of the notice. Within 30 days after receiving any objection, the Administrator shall in good faith determine whether the said order is a Qualified Domestic Relations Order or request further instructions from a court. During any period before the Administrator has determined that an order is a Qualified Domestic Relations Order, any amounts that would have been payable to an alternate payee under the order shall be segregated by the Administrator in a separate account. If within 18 months after the receipt of the order it is determined to be a Qualified Domestic Relations Order, the segregated amount shall be paid to the person or persons entitled thereto. If the order is not so determined within 18 months, the Administrator shall cause the segregated assets to be paid to the person or persons who would have been entitled to such amounts if there had been no order and any subsequent determination that the order is a Qualified Domestic Relations Order shall be applied prospectively only.

## ARTICLE XIII

### GENERAL PROVISIONS

13.1. Limitation of Claims and Non-Guarantee of Employment: No Employee or person claiming through him shall have any right to a Pension under the Plan except as such Pension has accrued to the Employee as a Participant in accordance with the terms of the Plan, and then only to the extent of the adequacy of the funds available which may be applied on the Employee's behalf in accordance with the Plan. Nothing contained in this Plan shall be construed to give any Employee the right to be retained in the employ of a Participating Employer.

13.2. Non-Alienation of Benefits: To the maximum extent permitted by law, and except as provided for Article XII, no Pension under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Notwithstanding the foregoing, the Administrator shall have the discretion to accept a Participant's or Beneficiary's waiver or disclaimer of benefits hereunder. Such waiver shall be in the form approved by the Administrator and shall be irrevocable (i) if executed by the Participant, with spousal consent if applicable, shall fully discharge the Trustees and Participating Employers from all obligations hereunder, or (ii) if executed by a Beneficiary, shall fully discharge the Trustees and Participating Employers from all obligations hereunder to such Beneficiary.

13.3. Interpretation of Certain Items: Words in the masculine gender shall include the feminine gender, the singular shall include the plural, and vice versa, unless qualified by the context. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter any of the terms hereof. Any references herein to "Articles," "Sections," and "subsections" apply to specific portions of this Plan, unless qualified by the context.

13.4. Controlling Law: The Plan shall be construed according to the laws of the Commonwealth of Massachusetts and all the provisions in the Plan shall be administered according to such laws; all persons accepting or claiming benefits under the Plan shall be deemed to consent to the provisions of such laws.

13.5. Beneficiary: A Participant may designate a beneficiary to receive any benefit payable to a beneficiary in accordance with the Plan by filing with the Administrator a written designation identifying such beneficiary. Such designation may be changed or revoked by written notice filed with the Administrator.

If there is no designated beneficiary to receive any amount which becomes payable to a beneficiary, such amount will be payable to any one or jointly to any number of the following surviving relatives of the Participant, as determined by the Trustees: spouse, children, parents, brothers or sisters. In the absence of any such relatives, such amount will be payable to the Participant's estate.

13.6. Receipt and Release for Payments: Any payment to any Participant, Participant's legal representative or guardian or beneficiary shall be in full satisfaction of all claims hereunder against the Trustees or the Participating Employers. The Trustees or Administrator may require

that such Participant, legal representative or guardian, or beneficiary, as a condition precedent to such payment, execute a release in such form as shall be determined by the Administrator.

13.7. Deemed Distribution: A Participant will be deemed to have received a distribution under this Plan as follows:

- (a) If a Participant's employment with a Participating Employer ends, such Participant has no Accumulations under the Plan, and such Participant has no Vested Pension on the date of termination of employment, such Participant will be deemed to have received a distribution of the vested portion of his Accrued Pension, and the non-vested portion will be treated as a forfeiture. Service with respect to which a Participant receives such a deemed distribution shall be disregarded under this Plan except as provided herein.
- (b) If a Participant is deemed to receive a distribution pursuant to this Section 13.6, and the Participant resumes employment covered under this Plan before the date he incurs a Break in Service, the amount of his Accrued Pension immediately before the deemed distribution shall be restored as his Accrued Pension under the Plan.

13.8. USERRA: Notwithstanding any provision of the Plan to the contrary, benefits and service with respect to qualified military service will be provided in accordance with Code Section 414(u). Accordingly, accruals, benefits and service credit with respect to qualified military service will be provided to any re-employed Participant in accordance with the requirements of Sections 401(a)(37) and 414(u) of the Code but without regard to any optional provisions of such Sections unless expressly provided by the terms of this Plan. If a Participant dies, on or after January 1, 2007, while performing qualified military service, the beneficiary of the Participant is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant resumed employment and then terminated employment on account of death. For purposes of this Section 13.7, qualified military service is service in the uniformed services while the Participant is entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 with respect to such service.



## ARTICLE XIV

### AMENDMENTS; TERMINATION; MERGER OR CONSOLIDATION

14.1. Authority to Amend or Terminate the Plan: The Trustees may amend or terminate, completely or partially, the Plan at any time. The Trustees shall provide to each Participating Employer notice of each amendment promptly after adoption by the Trustees. However, subject to Section 14.3(b) and Section 14.3(e), it shall be impossible for any moneys to revert to the Participating Employers or be used for any purpose other than the exclusive benefit of the Participants and persons claiming through them.

14.2. Nonforfeitability of Accrued Pension upon Plan Termination: Upon complete or partial termination of the Plan, the Pension accrued under the Plan for each affected Participant as of the date of such termination shall, to the extent of the assets then available, be nonforfeitable.

14.3. Allocation of Benefits upon Plan Termination: In connection with any distribution of benefits upon complete termination of the Plan, available Plan assets shall be allocated in accordance with any reasonable allocation method selected by the Trustees in their sole discretion. Notwithstanding the preceding sentence, unless the Trustees elect otherwise:

- (a) Upon complete termination of the Plan, available Plan assets shall be allocated first to each Participating Employer based on records of the Employer's contribution and historical allocation of assets (including investment returns and disbursements) maintained by the Plan Administrator, and then to each participant of the Participating Employer in accordance with the following:
  - (i) First, to that portion of each Participant's accrued benefit which is derived from the Participant's contributions to the Plan which were not mandatory contributions.
  - (ii) Second, to that portion of each Participant's accrued benefit which is derived from the Participant's mandatory contributions.
  - (iii) Third, in the case of benefits payable as an annuity:
    - 1) in the case of the benefit of a Participant or beneficiary which was in pay status as of the beginning of the 3-year period ending on the termination date of the Plan, to each such benefit, based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least.
    - 2) in the case of a Participant's or beneficiary's benefit (other than a benefit described in subparagraph 1)) which would have been in pay status as of the beginning of such 3-year period if the Participant had retired prior to the beginning of the 3-year period and if his benefits had commenced (in the

normal form of annuity under the Plan) as of the beginning of such period, to each such benefit based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least.

For purposes of subparagraph 1), the lowest benefit in pay status during a 3-year period shall be considered the benefit in pay status for such period.

- (iv) Fourth,
  - 1) to all other guaranteed benefits (if any) of Participants under the Plan, and
  - 2) to the additional benefits (if any) under the Plan.
- (v) Fifth, to all other nonforfeitable benefits under the Plan.
- (vi) Sixth, to all other benefits under the Plan.
- (b) Unless the Trustees elect otherwise in their sole discretion, any excess moneys remaining after all liabilities have been satisfied shall revert to each employer that is a Participating Employer on the date of the Plan's termination.
- (c) The reversion of excess moneys addressed in subsection (b) above shall be allocated amongst the eligible Participating Employers in a reasonable manner to be determined by the Trustees in their sole discretion.
- (d) Upon partial termination of the Plan, the unallocated Plan assets attributable to the group with respect to which such partial termination occurred, as determined by the Trustees on the basis of the applicable Participating Employers' records, will be allocated to provide the Pensions for such group in accordance with subsection (a) of this Section (whether or not such section applies to the Plan at the time of such termination) as though such assets were the only assets available under the Plan for allocation and such group were the only persons covered under the Plan, and the provisions of Article XIV will apply with respect to such group as if they were the only persons covered under the Plan.
- (e) Unless the Trustees elect otherwise in their sole discretion, if a distribution pursuant to subsection (d) occurs, any excess moneys remaining after all liabilities have been satisfied with respect to such group shall revert to each employer that is a Participating Employer on the date of the Plan's partial termination.

- (f) The reversion of excess moneys addressed in subsection (e) above shall be allocated amongst the eligible Participating Employers in a reasonable manner to be determined by the Trustees in their sole discretion.

14.4. Elimination of a Group of Participants from Coverage: If a group of Participants is eliminated from coverage under the Plan and such elimination is not considered a complete or partial Plan termination, the Trustees may decide the amount and disposition of the unallocated Plan assets ascribable to such group of Participants.

14.5. Merger or Consolidation: If the Plan merges or consolidates with any other plan, each Participant under this Plan must be entitled to a benefit immediately after the merger or consolidation which, if the plan then terminated, would be equal to or greater than his benefit under this Plan immediately prior to such merger or consolidation if this Plan then terminated.

14.6. Transfer of St. Mary's Benefits from CCRP: Effective April 11, 2014, the Plan accepted a transfer of assets and liabilities associated with the benefits accrued by certain employees and former employees of St. Mary's Center for Women and Children ("St. Mary's") under the Caritas Christi Retirement Plan and Trust. Notwithstanding any other provision of the Plan to the contrary, such employees and former employees became Participants in the Plan effective upon the transfer, but the terms of their (and , if applicable, their beneficiaries') benefits shall be governed by the terms of the Caritas Christi Retirement Plan and Trust as in effect immediately prior to the transfer and not by the general provisions of this Plan. In accordance with the provisions of the Participation and Funding Agreement effective April 11, 2014 between the Plan and St. Mary's, St. Mary's became a Participating Employer effective April 11, 2014.

## **ARTICLE XV**

### **LIMITATIONS ON CERTAIN BENEFITS REQUIRED BY TREASURY REGULATIONS SECTION 1.401-4**

15.1. Nondiscrimination: With a view to preventing any discrimination in favor of highly compensated Participants as required by Section 1.401-4 of the Federal Income Tax Regulations and, subject to Section 15.2, the payment of benefits to or on behalf of a highly compensated Participant or former highly compensated Participant shall not exceed an amount equal to the payments that would be made to or on behalf of the Participant in that year under

- (a) a straight life annuity that is the actuarial equivalent of the accrued benefit and other benefits to which the Participant is entitled under the plan (other than a social security supplement); and,
- (b) a social security supplement, if any, that the Participant is entitled to receive.

15.2. Limitation:

- (a) The provisions of Section 15.1 above shall not apply if:
  - (i) after taking into account payment to or on behalf of the Participant of all benefits payable to or on behalf of that Participant under the Plan, the value of Plan assets equals or exceeds 110 percent of the value of current liabilities, as defined in Section 412(1)(7) of the Code;
  - (ii) the value of the benefits payable to or on behalf of the Participant is less than one percent of the value of current liabilities before distribution;
  - (iii) the value of the benefits payable to or on behalf of the Participant does not exceed the amount described in Section 411(a)(11)(A) of the Code; or
  - (iv) the Plan has been in effect for 10 years and the full current costs for the Plan for the first 10 years have been fully funded.
- (b) A highly compensated Participant or former highly compensated Participant may be excluded in the current year for purposes of Section 15.1 if the highly compensated Participant or former highly compensated Participant is not one of the 25 most highly compensated Participants in the current or any prior year.

15.3. Allocation of Funds: Any funds not allocated to a Participant described in Section 15.1 above as a result of this Article XV shall be used to increase the amounts of the Pensions of all other surviving Participants under this Plan. Such funds shall be allocated to each Participant

based on the proportion of each Participant's Pension to the extent they are unfunded to the total of all Pensions due hereunder to the extent they are unfunded.

## ARTICLE XVI

### PLAN AS TOP-HEAVY PLAN

#### 16.1. Definitions:

- (a) Top-Heavy Plan: For any Plan Year, the Plan shall be a Top-Heavy Plan if the Plan is required, under Section 416(g)(2)(A)(i) of the Code, to be included in a top-heavy group and may not, under Section 416(g)(2)(A)(ii), be included in a non-top-heavy group. A top-heavy group consists of the Plan and all other Plans, if any, of a Required Aggregation Group under which the sum, as of the last day of the preceding Fiscal Year (the Top-Heavy Determination Date and the valuation date applicable to the Determination Date), of the present value of the cumulative employer-paid accrued benefits for Key Employees, defined below, under all defined benefit plans included in such group and the aggregate of the accounts of Key Employees under all defined contribution plans included in such group (excluding rollovers and plan-to-plan transfers initiated by the employees) exceeds 60% of such sum computed for all employees, all as determined in accordance with the provisions of Section 416(g) of the Code. For the purposes of this paragraph (a), the present value of accrued benefits under a defined benefit plan shall be determined as follows:
  - (i) Distributions During the Year Ending on the Determination Date: The present value of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to 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 “5-year period” for “1-year period.”
  - (ii) Employees Not Performing Services During Year Ending on the Determination Date: The accrued benefits and accounts of any individual who has not performed services for the Participating Employer during the 1-year period ending on the Determination Date shall not be taken into account.

A non-top-heavy group consists of the Plan and other plans, if any, of a Required Aggregation Group under which the sum of accrued benefits and accounts of Key Employees under all plans included in such group does not

exceed 60% of such sum computed for all employees, all as determined in accordance with the provisions of Section 416(g) of the Code.

- (b) Key Employee: A Key Employee is 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 employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner of the employer, or a 1-percent owner of the employer 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) Non-Key Employee: A Non-Key Employee is any Employee or any beneficiary thereof who is not a Key Employee.
- (d) Required Aggregation Group: For purposes of determining whether the Plan is top-heavy for a Plan Year, employers required to be aggregated under Sections 414(b), (c) and (m) of the Code must be considered as a single employer, and each plan of any of them in which a Key Employee participates (or which must be maintained in order to permit a plan in which a Key employee participates to meet the requirements of Sections 401(a)(4) and 410 of the Code) for the year ending with the Top-Heavy Determination Date and each of the preceding years constitutes a Required Aggregation Group.
  - (i) In addition, at the option of the Administrator, any other plan maintained by a Participating Employer may be aggregated as long as the expanded aggregation group including such plan or plans continues to satisfy any applicable coverage and anti-discrimination rules of Code Sections 401(a)(4) and 410.

16.2. Requirements: Notwithstanding anything herein to the contrary, if the Plan is a Top-Heavy Plan for any Plan Year beginning after December 31, 1983, the Plan shall meet the following requirements for any such Fiscal Year:

- (a) Section 6.4 shall require only three Years of Service Credit for a Vested Pension. The three-year rule will apply to all benefits, including benefits accrued before the Plan became top-heavy. If after the Plan becomes top-heavy it shall cease to be a Top-Heavy Plan in any subsequent year, then any Participant who has three or more Years of Service Credit shall remain fully vested, but each other Participant shall have his rights determined under Section 6.4.

- (b) Each Participant who is a Non-Key Employee, whether or not employed at the Top-Heavy Determination Date, shall accrue for such Plan Year a benefit expressed as an annual retirement benefit of at least 2% of the Participant's average Eligible Earnings for the five consecutive Years of Service Credit during which the Plan is a Top-Heavy Plan and the aggregate Eligible Earnings of the Participant were the highest; provided, that the Participant has not already accrued an Accrued Pension of 20% of such average Eligible Earnings.
- (c) For the purpose of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code and Section 16.2(b) of the Plan, in determining years of service with the employer, any service with the employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employee.



## **ARTICLE XVII**

### **DIRECT ROLLOVER**

17.1. Definitions: The following definitions shall be used solely for the purposes of this Article XVII:

- (a) “Distributee.” A distributee includes a Participant or former Participant. In addition, the Participant’s or former Participant’s surviving spouse and the Participant’s or former Participant’s spouse or former spouse who is the alternate payee under a QDRO, are distributees with regard to the interest of the spouse or former spouse. After 2006, if a payment by the Plan is made in a direct trustee-to-trustee transfer to an individual retirement account described in Section 408(a) of the Code, or to an individual retirement annuity (other than an endowment contract) described in Section 408(b) of the Code, that is established for the purpose of receiving the payment on behalf of a Beneficiary of a Participant, who is not his surviving spouse, then such payment shall be treated as a direct rollover.
- (b) “Direct Rollover.” A direct rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- (c) “Eligible Retirement Plan.” An Eligible Retirement Plan is an individual retirement account described in Section 408(a) 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, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code or an eligible deferred compensation plan described in 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 and which agrees to separately account for amounts transferred into such plan from this Plan, or after 2007 a Roth IRA described in Section 408A(b) of the Code, that accepts the Distributee’s eligible rollover distribution. The definition of an eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.
- (d) “Eligible Rollover Distribution.” An Eligible Rollover Distribution is any distribution, 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 distribution which is made upon hardship of the employee; 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), except that an Eligible Rollover Distribution shall include the portion that is not includable in gross income if (A) the distribution is transferred in a direct trustee-to-trustee transfer to a qualified trust, or to an annuity contract described in Section 403(b) of the Code, which agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not includable, or (B) such portion is transferred to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract).

17.2. Direct Rollover: A Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

## ARTICLE XVIII

### TRUST AGREEMENT

18.1. Trustees: “Trustees” shall mean that person holding the office of the Roman Catholic Archbishop of Boston, that person holding the office of the Chancellor of the Roman Catholic Archdiocese of Boston, that person holding the office of Vicar for Administration of the Roman Catholic Archdiocese of Boston, and each other person elected a Trustee in the manner hereinafter provided. The Roman Catholic Archbishop of Boston may from time to time designate by an instrument in writing another person to serve as Trustee in lieu of himself or another person or persons to serve in lieu of the Chancellor of the Archdiocese or the Vicar for Administration of the Archdiocese until such time as the appointment is revoked. The Roman Catholic Archbishop of Boston may remove himself or any such designee in his absolute discretion.

18.2. Establishment of Trust: The Trust was established by an Agreement and Declaration of Trust dated December 6, 1962 by and among the Roman Catholic Archbishop of Boston, a corporation sole organized and existing under the laws of the Commonwealth of Massachusetts, and such other employers voted by the Trustees as being qualified and which adopted that original Trust Agreement, and certain persons who were the original Trustees hereunder. That original Trust Agreement has been amended and restated in its entirety by incorporation into the Plan as Article XVIII. The assets of the Trust consist of all sums of money and other assets of the Trust existing on the Plan Restatement Date and all such other sums of money and other property as may hereafter from time to time be paid or delivered to the Trustees in respect to the Plan. Such amounts, together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, less the payments which at the time of reference will have been made by the Trustees as authorized herein, are referred to herein as the “Fund.” The Fund shall be held by the Trustees in trust and dealt with in accordance with the provisions of this Agreement. Except as otherwise provided in this Agreement, the assets of the Fund shall be held by the Trustees as a single commingled fund.

18.3. Duties of the Trustees: The Trustees are directed and authorized (a) to hold, invest and reinvest the Fund as provided in Section 18.4, (b) to pay moneys from the Fund to or for the purpose of distributing to Participants, former Participants and their beneficiaries the benefits due them under the Plan, and (c) to pay the expenses of the Plan and the Trust.

18.4. Investment of the Trust Fund: Subject to the remaining provisions of this Agreement, the Trustees will from time to time invest and reinvest the Fund and keep the Fund invested, without distinction between corpus and income, in any tangible or intangible property, real, personal or mixed, or share or part thereof, or part interest therein, wherever situated, and whether or not productive of income, including but not being limited to: capital, common and preferred stocks; personal, corporate and governmental obligations, secured or unsecured; group annuity and other insurance company contracts; mortgages, leaseholds, fees and other interests in realty; shares of unincorporated associations and of mutual funds and investment companies; common trust funds; oil, gas or mineral properties; rights, royalties, payments or other interests in such property; contracts, conditional sale agreements, choses in action, trust and participation certificates, or other evidences of ownership, part ownership, interest or part interest; and in

making such investments the Trustees will not be limited as to the amount or type of any investment in relation to the amount or type of investments constituting the Fund as a whole.

The Trustees may combine part or all of the Fund for investment purposes with other funds held under pension or profit-sharing or other plans or trusts qualified within the meaning of, or other entities exempt from taxation under, the Code, permitted by existing or future rulings of the Internal Revenue Service to pool their respective funds in a group trust or other pooled investment vehicles, including without limitation thereto the RCAB Collective Investment Partnership; and the provisions of any such group trust shall be deemed a part of this Agreement with respect to any such investment or reinvestment.

To the extent permitted by law, the Trustees may keep such portion of the Fund in cash or cash balances as it may deem advisable from time to time.

18.5. Powers of the Trustees: Subject to the remaining provisions of this Agreement, the Trustees are authorized and empowered:

- (a) to sell, exchange, convey, transfer or dispose of, and also to grant options with respect to, any property, whether real or personal, at any time held by them and to make any sale, private or public; and no person dealing with the Trustees will be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;
- (b) to retain, manage, operate, repair, improve, develop, preserve, mortgage or lease for any period any real property or any oil, mineral or gas properties, interests or rights held by the Trustees upon such terms and conditions as they deem proper, either alone or by joining with others, using other trust assets for any of such purposes if they deem it advisable; to modify, extend, renew or otherwise adjust any or all of the provisions of any such mortgage or lease, including the waiver of rentals, if they deem it advisable; and to make provision for the amortization of the investment in or depreciation of the value of such property as they may deem advisable;
- (c) to vote in person or by proxy any stocks, bonds or other securities held by them;
- (d) to exercise any rights appurtenant to any stocks, bonds or other securities held by the Trustees for the conversion thereof into other stocks, bonds or securities, or to exercise any rights or options held by the Trustees to subscribe for or purchase additional stocks, bonds or other securities; and to make any and all necessary payments with respect to any such conversion or exercise;
- (e) to join in, dissent from, or oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which the Trustees may hold stocks, bonds or other securities or in which the Trustees may be interested, upon such terms and conditions as they may deem wise,

to pay any expenses, assessments or subscriptions in connection therewith and to accept any securities or property (regardless of whether the Trustees would be authorized to then invest in such securities or property) which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same;

- (f) to make, execute, acknowledge and deliver any and all deeds, leases, mortgages, assignments, documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (g) to cause any investment in the Fund to be registered in, or transferred into, the name of the Trustees or the name of a nominee or nominees of the Trustees or to retain any such investment unregistered or in a form permitting transferability by delivery, provided that the books and records of the Trustees must at all times show that all such investments are part of the Fund;
- (h) to open and make use of such bank accounts as the Trustees deem appropriate;
- (i) to employ legal counsel, accountants, actuaries and other suitable agents (including, without limitation, the Roman Catholic Archbishop of Boston, a corporation sole), and to pay their reasonable expenses and compensation;
- (j) to compromise, compound and settle any debt or obligations due from third persons to the Trustees or to third persons from the Trustees and to reduce the rate of interest on, to extend or otherwise modify, or to foreclose upon default or otherwise enforce, any such obligation;
- (k) to enforce any right, obligation or claim and in general to protect in any way the interest of the Fund, either before or after default with respect to any such right, obligation or claim, provided that the Trustees are indemnified to their satisfaction against liability and expense, and to abstain from the enforcement of any right, obligation or claim and to abandon any property, whether real or personal, which at any time may be held by the Trustees;
- (l) to borrow or raise moneys for the purposes of the Trust in such amount and upon such terms and conditions as they may deem advisable; and for any sums so borrowed to issue a promissory note as Trustees and to secure the repayment thereof by mortgaging or pledging all or any part of the Fund; and no person lending money to the Trustees will be bound to see to the application of the money loaned or to inquire into the validity, expediency or propriety of any such borrowings;
- (m) to employ a bank or other financial institution as a custodian to hold the assets of the Fund (provided such custodian will act only in accordance with the written instructions of the Trustees), to pay such custodian reasonable

compensation and to pay or reimburse such custodian for its reasonable expenses; provided further that the Trustees may authorize the Administrator to provide instructions either in writing or orally, and if they do, any such oral instructions shall be promptly documented.

- (n) to delegate in writing to any one or more of their number (if more than one Trustee is then in office) or to any other party the Trustees deem appropriate any of the duties or responsibilities of the Trustees, and in the event of a delegation to a party other than a Trustee, to pay such party reasonable compensation and to pay or reimburse such party for its reasonable expenses;
- (o) generally to do all such acts, execute all such instruments, take all such proceedings and exercise all such rights and privileges with relation to any property constitute a part of the Fund as if the Trustees were the absolute owner thereof; and
- (p) to determine in their sole discretion whether to disseminate, or not to disseminate, information related to the Plan to any individual or entity requesting such information, whether or not requested, in the scope and manner which they deem appropriate and responsible after reviewing the facts and circumstances of each request for information related to the Plan. No decision to disseminate information related to the Plan to an individual or entity requesting such information shall serve as precedent for any future request for such information. The Trustees reserve the right to charge an individual or entity requesting information related to the Plan a fee for such information, and said fee may be determined by the Trustees in their sole discretion. The Trustees also reserve the right to demand that said fee shall be paid by the requesting individual or entity before any information related to the Plan is released by the Trustees.

18.6. Separate Investment Accounts: The Trustees may from time to time determine to segregate the Fund into more than one separate Investment Account. The Trustees shall have the discretion to determine the assets of the Fund allocable to each Investment Account to be established, which allocation may from time to time and at any time be modified by the Trustees.

18.7. Appointment of Investment Manager: The Trustees may appoint from time to time investment managers (herein called an "Investment Manager") to invest and reinvest the assets of the Fund or of an Investment Account for such time as the Trustees may determine in any form of investment permitted under Section 18.4. Unless otherwise specifically provided by the Trustees, any such Investment Manager must be (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank as defined in that Act, or (iii) an insurance company qualified under the laws of more than one state to manage, acquire or dispose of any asset of a plan. Any such appointment of an Investment Manager shall be effective upon acknowledgment in writing by the Investment Manager that it is a fiduciary with respect to the Plan.

18.8. Insurance Contracts: The Trustees shall have the discretion to (a) accept assignment of, or make application for, one or more insurance policies, annuity contracts or other contracts, in such form or forms as the Trustees shall specify (hereinafter called the “Insurance Contracts”) and (b) apply all or part of the Fund to any such Insurance Contract, which may be held as an asset of the Trust or may be distributed to and/or held directly by Participants and Beneficiaries in satisfaction of the Plan’s liabilities. Any Insurance Contract may provide for the allocation of amounts received by the issuer thereof (c) solely to said issuer’s general account, (d) solely to one or more separate accounts maintained for the collective investment of assets of qualified retirement plans or (e) to said general account and one or more of such separate accounts. The Trustees shall not be responsible for the investment of amounts applied to any Insurance Contract.

Neither the Trustees nor the Participating Employers shall be responsible for any loss to the Fund which may result by reason of any action taken by, or omission of, the issuer of an Insurance Contract or for the failure on the part of the insurer to make payments provided by any such Insurance Contract. In connection with any Insurance Contracts held by the Trust, the Trustees shall have no duty to value any Insurance Contract but rather the Trustees shall use the value determined by the issuer thereof and furnished by such issuer to the Trustees.

18.9. Compensation of the Trustee and Expenses: For the performance of their duties hereunder, the Trustees shall be entitled to receive such compensation and fees as they may determine from time to time. The expenses incurred by the Trustees in the performance of their duties hereunder, including reasonable compensation for agents and for services of counsel rendered to the Trustees and expenses incident thereto, fees of the Investment Manager which are to be paid out of the Fund or out of a separate Investment Account pursuant to Section 18.6, and all other proper charges and disbursements of the Trustees, and including all taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in respect of the Trust hereby maintained or the Fund or any money, property or securities forming a part thereof, will be paid by the Trustees out of the Fund will constitute a charge upon the Fund.

18.10. Standard of Conduct: Notwithstanding the Plan’s status as a non-electing church plan exempt from ERISA, the Trustees and any Investment Manager will discharge their respective duties with respect to the Plan and Trust solely in the interest of Participants and their beneficiaries and

- (a) for the exclusive purpose of providing benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan and Trust,
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims,
- (c) to the extent they assume investment responsibilities pursuant to Section 18.4 and 18.7 hereof, by diversifying the investments of the Fund so as to

minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and

- (d) in accordance with the documents and instruments governing the Plan and Trust. For purposes of paragraph (c), the Trustees and any Investment Manager may take into account the stated investment objectives, methods and assets of every Investment Account, regardless of whether the Trustees and such Investment Manager are responsible for the investment of any such Account.

18.11. Accounts and Reports: The Trustees shall perform or arrange for the performance of such administrative, clerical, actuarial and other duties in connection with the Plan as may be required to effectuate its purposes. The Trustees shall keep accurate and detailed accounts of all receipts, investments and disbursements made in connection with the Plan, including without limitation separate accounts of the contributions received from each Participating Employer, the increases or decreases thereof, the payment of benefits or deposits under contract on behalf of such Participating Employer or the employees of such Participating Employer, and the contributions, if any, of each Participant covered hereunder. Each Participating Employer shall furnish to the Trustees, upon request, any and all records pertaining to its employees covered under this Plan, and such records shall be open for inspection and audit by the Trustees at any reasonable time.

Within 270 days following the close of each fiscal year of the Plan, the Trustees shall distribute to each Participating Employer the financial statements and actuarial reports covering the prior fiscal year of the Plan. Upon the expiration of 90 days from the date of publishing such annual or other report, the Trustee will to the extent permitted by law be forever released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any such acts or transactions as to which a Participating Employer shall within such 90-day period file with the Trustees specific written objections. Nothing herein shall in any way limit the Trustee's right to bring any action or proceeding to settle its account or for such other relief as it may deem appropriate.

To the extent, if any, that the Trustees shall be required to value any asset of the Fund for any purpose, including any accounting as hereinabove provided, the Trustee may rely for all purposes of this Agreement on any certified appraisal or other form of valuation submitted to it by an Investment Manager, if an Investment Manager has been appointed.

18.12. Concerning the Trustees:

- (a) There may be any number of Trustees. The number of Trustees shall be determined from time to time by the Roman Catholic Archbishop of Boston. The Roman Catholic Archbishop of Boston shall elect the Trustees other than the persons specified in Section 18.1. The Roman Catholic Archbishop of Boston may also elect an Alternate Trustee. The Alternate Trustee, if any, so designated by the Archbishop, is hereby authorized to act in place of the Archbishop at any meeting which is not attended by the Archbishop or to participate in any written vote in lieu of a meeting. A duly appointed Alternate Trustee may serve in such capacity indefinitely, but the term of



appointment of such Alternate Trustee shall expire upon the death of the Archbishop by whom he or she was appointed.

Each person elected as a Trustee or an Alternate Trustee shall signify in writing his or her acceptance of the position of Trustee or Alternate Trustee. Any Trustee or Alternate Trustee may resign at any time by written notice to the Roman Catholic Archbishop of Boston.

Each elected Trustee and Alternate Trustee shall serve until the third anniversary of his or her election and may be reelected for up to two additional successive three-year terms.

Any Trustee or Alternate Trustee who has completed three successive three year terms must remain off the Board for one full three-year term before being eligible to stand for reappointment.

- (b) Meetings of the Trustees shall be held at least once during each calendar year. Action may be taken by a majority vote of those present at any meeting at which a quorum is present. A quorum for purposes of regularly scheduled quarterly meetings shall be one fewer than 50% of the entire Board of Trustees. A quorum for purposes of any other meeting shall be a majority of the entire board of Trustees. Meetings of the Trustees may be called by any Trustee or by the Administrator on at least ten (10) days written notice to each Trustee, or without notice, provided that a written waiver of notice shall be signed by a majority of the Trustees. Any action that could be taken at any meeting of Trustees may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by all of the Trustees then in office. Any meeting of Trustees may be a telephone conference meeting, with prior notice in accordance with this Section 18.12(b). Written Notice of any meeting provided for herein may be given by electronic mail.
- (c) All rights conferred upon a Trustee may be exercised by his or her successor, and a former Trustee shall execute such papers and take such action as shall be required to effectuate the purposes of this provision.
- (d) A Trustee may be removed from office by an instrument in writing signed by the Roman Catholic Archbishop of Boston.
- (e) Upon the death, resignation or removal of a Trustee, other than a Trustee specified in Section 18.1, the Roman Catholic Archbishop of Boston may, but is not required to, elect a successor Trustee.
- (f) The Roman Catholic Archbishop of Boston may, in his discretion, appoint one or more corporate trustees and transfer all or any portion of the Plan to such corporate trustee or trustees. In such event, the Roman Catholic Archbishop of Boston shall enter into a Trust Agreement with such corporate trustee to carry out the purposes of this Plan.

18.13. Disputes as to Payments: If any dispute arises as to the persons to whom payment or delivery of any funds or property is to be made by the Trustees, the Trustees may retain such payment and postpone such delivery until adjudication of such dispute has been made by a court of competent jurisdiction, or until the Trustees have been indemnified to its satisfaction against loss, or until such dispute has been settled by the persons concerned.

18.14. Limits of Trustee and Administrator Responsibility; Indemnification: To the extent permitted by law, neither the Trustees nor the Administrator shall be responsible for

- (a) the non-payment of contributions by one or more Participating Employers or Participants, nor shall the Trustees have any obligation to enforce payment of contributions;
- (b) searching for, or ascertaining the whereabouts of, any participant or beneficiary under the Plan;
- (c) acting or omitting to take action in accordance with the written instructions of an Investment Manager; or
- (d) the acts or omissions of any predecessor or successor Trustee or Administrator or of a co-Trustee or other party to whom specific responsibilities have been delegated pursuant to Section 18.5(n).

The Trustees and Administrator may consult with legal counsel concerning any question which may arise with reference to their duties under this Agreement, and to the extent permitted by law the opinion of such counsel will be full and complete protection in respect to any action taken or suffered by the Trustees or the Administrator hereunder in good faith and in accordance with the opinion of such counsel.

The Participating Employers hereby jointly and severally indemnify and hold harmless each and every Trustee and Administrator and former Trustee and Administrator from any and all claims, loss, damages, expense and liability (including attorneys' fees and amounts paid in settlement of a claim against a Trustee or Administrator) arising from

- (i) any matter as to which this Plan provides such Trustee or Administrator is not responsible for or
- (ii) the exercise or non-exercise of any responsibility in connection with the Trust,

unless the same is determined to be due to gross negligence or intentional misconduct.

18.15. Executive Committee: The Roman Catholic Archbishop of Boston may appoint an Executive Committee to be composed of the Roman Catholic Archbishop of Boston, the Vicar for Administration of the Roman Catholic Archdiocese of Boston, the Chancellor of the Roman

Catholic Archdiocese of Boston, and two other Trustees to be appointed from among the members of the Board of Trustees by the Roman Catholic Archbishop of Boston, one of whom shall not be employed by any Participating Employer and the other of whom shall be employed by or knowledgeable about the parishes; to delegate to the Executive Committee the power to act between meetings of the Trustees provided, however, that such power shall only be exercised in the event that the Executive Committee determines, in its discretion, that it is not reasonably practicable to wait for the next regularly scheduled meeting of the Board of Trustees. The Executive Committee shall notify the Board promptly in the event it is necessary to take action between meetings and shall report as soon as reasonably practicable to the Board of any action so taken. The Executive Committee shall not have the power to take any action which could affect more than 5% of the assets of the Trust.

18.16. Employer Loans: No assets of the Trust, or any part thereof, shall be loaned to a Participating Employer, including the Roman Catholic Archbishop of Boston, a Corporation Sole.

18.17. Use of Electronic Media: Notices or other communications concerning the Plan, whether or not described or required pursuant to this Plan document, may be provided electronically, if so deemed appropriate by the Administrator.

## ARTICLE XIX

### PARTICIPATING EMPLOYERS

19.1. Additional Participating Employers: Any entity determined by vote of the Trustees as being qualified may become a Participating Employer as of July 1 of any year, or as of another date approved by the Trustees. Upon acceptance by the Trustees, such Participating Employer shall be bound by all the terms and conditions of this Plan.

19.2. No Interest in Plan: No Participating Employer, no employee of a Participating Employer and no person, firm, corporation or other entity, claiming by or through, or on account of the participation in this Plan by any Participating Employer or by any such employee, shall have any right, title or interest in or to the Plan or any part thereof, except such as may be provided hereunder.

19.3. Contributions: No contributions have been required of any Participant after July 1, 1971. Each Participating Employer shall periodically make contributions to the Trustees in such amounts which, together with its Participants' Accumulations, if any, are sufficient on an actuarial basis approved by the Plan's actuary to fund the costs of the Plan arising with respect to its Participants. The determination of the Trustees on the amount of contributions to be made by each Participant Employer shall be conclusive for all purposes hereunder.

19.4. No Implied Obligations: No Participating Employer shall have any obligation, responsibility or duty, or be under any liability whatsoever, except as is specifically set forth in this Plan or is required of it by this Plan, and no implied obligation, responsibility, duty, liability or covenant shall be read into this Plan against it.

19.5. Withdrawal of a Freezing Employer: In accordance with the authority of the Trustees or their delegate(s) pursuant to the terms of the Plan, the Trustees or their delegate(s) may from time to time adopt a policy concerning a Participating employer's cessation of employee accruals with respect to those employees who are Participants under the Plan (a "Freeze Policy"). A "Freezing Employer" is any employer (i) with employees accruing benefits under the Plan, and (ii) that has elected to terminate such accruals and the participation of its employees under the Plan (a "Freeze"). Notwithstanding any other provision of this Plan to the contrary, a Freezing Employer may adopt a Freeze only if each of the following conditions is met by the Freezing Employer:

- (a) The Freezing Employer shall give written notice of its intent to freeze to the Trustees or their delegate(s) at least ninety (90) days prior to its proposed date of withdrawal and in accordance with the procedures specified in the Freeze Policy, or as the Trustees or their delegate(s) may otherwise specify.
- (b) The Freezing Employer shall not propose an effective date for such withdrawal other than June 30 in any Plan Year.
- (c) The Freezing employer must execute and deliver to the Trustees or their delegate(s) an agreement (the "Freeze Agreement") in form and substance acceptable to the Trustees and consistent with the Freeze Policy as amended

from time to time, which shall provide for the allocation of assets and liabilities related to the Freezing Employer to a separate account or separate plan (such separate plan to be administered under the terms of the Plan as modified by the Freeze Agreement and the assets of such separate plan to be commingled for investment purposes with other assets of the Plan), as the case may be, in accordance with the Freeze Agreement providing for (i) management of such assets and liabilities, (ii) contributions by the Freezing Employer, (iii) payment of benefits and expenses related to the Freezing Employer, and (iv) administration in a manner that may vary from the management of the other assets and liabilities of the Plan or other plans of other Freezing Employers.

19.6. Administrative Expense Amount: Following a withdrawing Participating Employer's withdrawal from the Plan, the Administrator shall provide such withdrawing Participating Employer with an invoice for payment of the administrative expense amount incurred by the Administrator in connection with the withdrawing Participating Employer's withdrawal. A withdrawing Participating Employer's administrative expense amount shall equal the total amount of actual cost incurred by the Administrator in connection with the withdrawing Participating Employer's withdrawal. The Administrator's determination of the actual cost of the administration expense amount shall be conclusive and binding on all persons for all purposes.

19.7. Transfers of Assets and Liabilities: The Trustees shall have the right, in their sole discretion, in lieu of or in addition to the requirement of a withdrawing Participating Employer to pay the Administrative Expense Amount, to transfer to a successor trust a portion of the Plan equal to the present value of such withdrawing Participating Employer's active employee accrued benefits, together with the obligation to pay such accrued benefits. Upon such transfer, the Trustees will be relieved from the obligation to pay any benefits to the Participants who are active employees of the withdrawing Participating Employer as of the date of withdrawal. In the event that the Trustees determine to exercise this right, the Administrator shall provide written notice thereof to withdrawing Participating Employer. The withdrawing Participating Employer shall have the right to designate a corporate or other trustee to serve as trustee of the successor trust by written notice to the Administrator no later than thirty (30) days after the notice from the Administrator of the election of the Trustees to establish the successor trust. In the event that the Participating Employer fails to timely appoint a corporate or other trustee, the Trustees hereunder shall have the right and authority to appoint such corporate or other trustee to serve as the trustee of such successor trust. In lieu of transfer to a successor trust, transfer of a Withdrawing Participating Employer's portion of the Plans assets may be applied to the purchase of an insurance contract to satisfy the benefit obligations relating to such Participating Employer's Participants and their beneficiaries.


19.8. Involuntary Termination of a Participating Employer: In the event of any breach by a Participating Employer of any of its obligations under this Plan, including without limitation its obligations to timely make contributions to the Trustees as required hereunder, the Trustees shall have the right to terminate the participation by such Participating Employer and its employees in the Plan. The Trustees shall exercise such right by directing the Administrator to provide written notice thereof, including the effective date of such termination, to such Participating Employer, and such Participating Employer shall promptly thereafter give written notice to its employees of

the occurrence of such termination. The Trustees reserve the right to separately notify the affected Participants of such termination. Upon the effective date of such termination, (i) the employees of such Participating Employer shall cease to accrue additional benefits hereunder, (ii) such Participating Employer shall remain obligated to pay all contributions required to be made by it for benefits accrued up to the date of termination. No such termination by the Trustees shall affect the right of a Participant to continue to vest in accordance with the terms of this Plan in the Accrued Pension earned to the date of termination.

19.9. Binding Agreement: A Participating Employer shall not have the right to assign any or all of its rights or obligations under this Plan without first obtaining the written consent of the Trustees. This Plan shall be binding upon and inure to the benefit of each Participating Employer's successors and permitted assigns.

In accordance with and pursuant to the action of the Trustees, the Plan is hereby amended and restated as set forth above, effective on the Plan Restatement Date, and executed this 25th day of January, 2016.

The Trustees of the Roman Catholic Archdiocese of  
Boston Pension Plan and Trust

By:   
His Eminence Cardinal Sean P. O'Malley,  
OFM Cap., Archbishop of Boston

**PENSION PLAN AND TRUST**  
**OF THE**  
**ROMAN CATHOLIC ARCHDIOCESE OF BOSTON**

**Exhibit A**

List of Participating Employers

Elizabeth Seton Residence, Inc.  
Roman Catholic Archdiocese of Boston  
Catholic Charitable Bureau of the Archdiocese of Boston, Inc.  
Roman Catholic Archdiocese of Boston Central High Schools  
Central Catholic High School, Lawrence  
Boston College High School  
St. Sebastian's Country Day School  
St. Mary's Center for Women and Children  
St. John's Seminary  
Pope John XXIII Seminary  
Society of St. James the Apostle  
Campion Health Center  
Catholic Cemetery Association, Inc.



**PENSION PLAN AND TRUST**  
**OF THE**  
**ROMAN CATHOLIC ARCHDIOCESE OF BOSTON**

**Exhibit B**

Optional Forms of Benefit

Prior to 2011, A Participant requesting pension payments prior to January 1, 2011 may, subject to the conditions set forth in this Exhibit B, have elected to receive a Pension that is the Actuarial Equivalent of one of the following optional forms:

- (a) Contingent Annuity Option: A reduced monthly Pension payable to the Participant, commencing on the Participant's Normal Retirement Date, or, if he is continuing in employment with a Participating Employer beyond his Normal Retirement Date, on his Delayed Retirement Date, if he is then living, and continuing payable on the first day of each month thereafter, terminating with the payment made on the first day of the month in which his death occurs. Following the death of the Participant after this option becomes effective, all or a portion of such reduced monthly Pension, as specified by the Participant in his election of this option, shall be continued to the person he has named as his Contingent Annuitant, provided that the period over which such monthly Pension may be paid shall not be longer than the life expectancy of the Participant (or, if married, the joint and survivor life expectancy of the Participant and spouse) on the day before the Participant died. The first monthly payment to the Contingent Annuitant, if applicable, is payable on the first day of the month next following the date of the Participant's death, if the Contingent Annuitant is then living. Subsequent monthly payments are payable to the Contingent Annuitant on the first day of each month thereafter, terminating with the last monthly payment before the Contingent Annuitant's death.

If this option becomes effective for a Participant who has an Accumulation, then upon the death of the second to die of the Participant and his Contingent Annuitant, the excess, if any, of the Participant's Accumulation over the aggregate amount of Pension payments made to him and his Contingent Annuitant will be paid to his beneficiary in a single sum. A Participant who has an Accumulation may, at the time he elects this option, choose to waive this death benefit arising from his Accumulation in favor of receiving a greater amount of Pension than he otherwise would have received in accordance with the preceding paragraph.

"Contingent Annuitant" means a person named by a Participant to receive an income for life following the death of the Participant under the optional

form of Pension described in item (a)(i) or (a)(ii) of this Section 8.4, after such optional form has become effective.

- (b) Cash Refund Option: A reduced monthly Pension commencing on his Normal Retirement Date or, if he is continuing in the employ of a Participating Employer beyond his Normal Retirement Date, on his Delayed Retirement Date, if he is then living, and continuing payable on the first day of each month thereafter, terminating with the payment made on the first day of the month in which his death occurs. Upon the death of the Participant after this option becomes effective, the excess, if any, of the amount used to provide his Pension (this includes the amount of his Accumulation, if applicable) over the aggregate amount of Pension payments he received will be paid to his beneficiary in a single sum.

Time Period for Electing Options: A Participant may elect one of the optional forms of Pension described in this Section 8.4 at any time before the first day of the month preceding his Early Retirement Date, if he retires early, otherwise preceding his Normal Retirement Date.

Certain Restrictions on Electing Options: A Participant may not elect an optional form of Pension unless he has complied with the election procedures set forth in Section 8.7. A Participant may not elect an optional form of Pension providing monthly benefits to a Contingent Annuitant who is other than his spouse, or to a beneficiary, unless the actuarial value of the payments expected to be made to the Participant is more than 50% of the actuarial value of the total payments expected to be made under such optional form. In no event, however, can the amount of each monthly payment to a Contingent Annuitant or beneficiary exceed that payable to the Participant.

Any optional form of Pension elected by a Participant on or after the Plan Restatement Date will be automatically cancelled if it would result in any payments of less than \$40.00 per month.

Effective Date of Options: None of the options described in this Section will become effective if the Participant dies before the date the option would otherwise become effective. In addition, the contingent annuity option will not become effective if the Contingent Annuitant dies before the date the option would otherwise become effective.

Modification or Rescission: Any optional form of Pension elected by a Participant will be automatically rescinded if the Automatic Survivor Pension described in either Section 8.1(b) or 8.2(b) becomes effective for him; otherwise, it cannot be modified or rescinded without the consent of the Administrator.

**PENSION PLAN AND TRUST**  
**OF THE**  
**ROMAN CATHOLIC ARCHDIOCESE OF BOSTON**

**Exhibit C**

Section 401(a)(9) Requirements

Section 1. General Rules

1.1. Effective Date. The provisions of this Exhibit B will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

1.2. Precedence. The requirements of this Exhibit will take precedence over any inconsistent provisions of the plan, but only to the extent such provisions are applicable to non-electing church plans.

1.3. Requirements of Treasury Regulations Incorporated. All distributions required under this Exhibit will be determined and made in accordance with the Treasury Regulations under section 401(a)(9) of the Internal Revenue Code as applicable to non-electing church plans..

Section 2. Time and Manner of Distribution.

2.1. Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date.

2.2. 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, then 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 70½, if later.

(b) 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 2.2, other than section 2.2(a), will apply as if the surviving spouse were the participant in which case no benefit is available (because the plan does not provide benefits for non spousal beneficiaries or joint annuitants).

Distributions are considered to begin on the participant's required beginning date. 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 2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

2.3. Form of Distribution. Unless the participant's interest is distributed in the form of a single sum on or before the required beginning date, as of the first distribution calendar year, distributions will be made in accordance with sections 3 and 4 of this Exhibit.

### Section 3. Determination of Amount to be Distributed Each Year.

3.1. 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 Section 5; and
- (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.

3.2. Amount Required to be Distributed by 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 to the surviving spouse under section 2.2(a) ) 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.

3.3. 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.

3.4 No Actuarial Adjustment. As permitted by Code Section 401(a)(9)(C)(iv), no actuarial adjustment shall be made in the case of a Participant who retires after the attainment of age 70 ½.

#### Section 4. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

4.1. 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 2.2, over the life of the designated beneficiary or over a period certain not exceeding:

(a) 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

(b) 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.

#### Section 5. Definitions.

5.1. 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 § 1.401(a)(9)-4 of the Treasury regulations. The plan permits only spousal beneficiaries.

5.2. Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first 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 section 2.2.

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

5.4 Required beginning date. The required beginning date is April 1 of the year following the year in which the Participant attains age 70 ½ or, if later, April 1 of the calendar year following the calendar year in which the Participant terminates employment. Notwithstanding the foregoing, in the case of a 5% owner, the required beginning date is the April 1 of the year following the year in which the Participant attains age 70 ½.

#### Section 6. Incorporation By Reference

With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements

of Code Section 401(a)(9) in accordance with the Treasury Regulations under Code Section 401(a)(9) that were finalized on June 15, 2004, notwithstanding any provision of the Plan or this amendment to the contrary.

## Table I

Pension Plan and Trust of the Roman Catholic Archdiocese of Boston													
Early Retirement Factors													
Age	Months												
(Years)	0	1	2	3	4	5	6	7	8	9	10	11	
20	0.033	0.033	0.033	0.034	0.034	0.034	0.034	0.034	0.034	0.035	0.035	0.035	
21	0.035	0.035	0.035	0.035	0.036	0.036	0.036	0.036	0.036	0.037	0.037	0.037	
22	0.037	0.037	0.038	0.038	0.038	0.038	0.039	0.039	0.039	0.039	0.040	0.040	
23	0.040	0.040	0.040	0.041	0.041	0.041	0.041	0.041	0.041	0.042	0.042	0.042	
24	0.042	0.042	0.042	0.043	0.043	0.043	0.044	0.044	0.044	0.044	0.045	0.045	
25	0.045	0.045	0.046	0.046	0.046	0.047	0.047	0.047	0.048	0.048	0.048	0.049	
26	0.049	0.049	0.049	0.050	0.050	0.050	0.051	0.051	0.051	0.051	0.052	0.052	
27	0.052	0.052	0.053	0.053	0.053	0.054	0.054	0.054	0.055	0.055	0.055	0.056	
28	0.056	0.056	0.056	0.057	0.057	0.057	0.058	0.058	0.058	0.058	0.059	0.059	
29	0.059	0.059	0.060	0.060	0.061	0.061	0.062	0.062	0.062	0.063	0.063	0.064	
30	0.064	0.064	0.065	0.065	0.065	0.066	0.066	0.066	0.067	0.067	0.067	0.068	
31	0.068	0.068	0.069	0.069	0.070	0.070	0.071	0.071	0.071	0.072	0.072	0.073	
32	0.073	0.073	0.074	0.074	0.075	0.075	0.076	0.076	0.076	0.077	0.077	0.078	
33	0.078	0.079	0.079	0.080	0.080	0.081	0.081	0.082	0.082	0.083	0.083	0.084	
34	0.084	0.084	0.085	0.085	0.086	0.086	0.087	0.087	0.087	0.088	0.088	0.089	
35	0.089	0.090	0.090	0.091	0.091	0.092	0.093	0.093	0.094	0.094	0.095	0.095	
36	0.096	0.097	0.097	0.098	0.098	0.099	0.100	0.100	0.101	0.101	0.102	0.102	
37	0.103	0.104	0.104	0.105	0.105	0.106	0.107	0.107	0.108	0.108	0.109	0.109	
38	0.110	0.111	0.111	0.112	0.113	0.113	0.114	0.115	0.115	0.116	0.117	0.117	
39	0.118	0.119	0.120	0.120	0.121	0.122	0.123	0.123	0.124	0.125	0.126	0.126	
40	0.127	0.128	0.129	0.130	0.130	0.131	0.132	0.133	0.134	0.135	0.135	0.136	
41	0.137	0.138	0.139	0.140	0.140	0.141	0.142	0.143	0.144	0.144	0.145	0.146	
42	0.147	0.148	0.149	0.150	0.151	0.152	0.153	0.153	0.154	0.155	0.156	0.157	
43	0.158	0.159	0.160	0.161	0.162	0.163	0.164	0.165	0.166	0.167	0.168	0.169	
44	0.170	0.171	0.172	0.173	0.174	0.175	0.176	0.178	0.179	0.180	0.181	0.182	
45	0.183	0.184	0.185	0.187	0.188	0.189	0.190	0.191	0.192	0.194	0.195	0.196	
46	0.197	0.198	0.200	0.201	0.202	0.204	0.205	0.206	0.208	0.209	0.210	0.212	
47	0.213	0.214	0.216	0.217	0.218	0.220	0.221	0.222	0.224	0.225	0.226	0.228	
48	0.229	0.231	0.232	0.234	0.235	0.237	0.238	0.240	0.242	0.243	0.245	0.246	
49	0.248	0.250	0.251	0.253	0.255	0.256	0.258	0.260	0.261	0.263	0.265	0.266	
50	0.268	0.270	0.272	0.273	0.275	0.277	0.279	0.281	0.283	0.285	0.286	0.288	
51	0.290	0.292	0.294	0.296	0.298	0.300	0.302	0.304	0.306	0.308	0.310	0.312	
52	0.314	0.316	0.318	0.321	0.323	0.325	0.327	0.329	0.331	0.334	0.336	0.338	
53	0.340	0.342	0.345	0.347	0.350	0.352	0.355	0.357	0.359	0.362	0.364	0.367	
54	0.369	0.372	0.375	0.377	0.380	0.383	0.386	0.388	0.391	0.394	0.397	0.399	
55	0.402	0.405	0.408	0.411	0.414	0.417	0.419	0.422	0.425	0.428	0.431	0.434	
56	0.437	0.440	0.443	0.446	0.450	0.453	0.456	0.459	0.462	0.465	0.469	0.472	
57	0.475	0.479	0.482	0.486	0.489	0.493	0.496	0.500	0.504	0.507	0.511	0.514	
58	0.518	0.522	0.526	0.530	0.534	0.538	0.542	0.546	0.550	0.554	0.558	0.562	
59	0.566	0.570	0.575	0.579	0.584	0.588	0.592	0.597	0.601	0.606	0.610	0.615	
60	0.619	0.624	0.629	0.634	0.639	0.644	0.648	0.653	0.658	0.663	0.668	0.673	
61	0.678	0.684	0.689	0.695	0.700	0.706	0.711	0.717	0.722	0.728	0.733	0.739	
62	0.744	0.750	0.757	0.763	0.769	0.775	0.782	0.788	0.794	0.800	0.807	0.813	
63	0.819	0.826	0.833	0.840	0.847	0.854	0.861	0.869	0.876	0.883	0.890	0.897	
64	0.904	0.912	0.920	0.928	0.936	0.944	0.952	0.960	0.968	0.976	0.984	0.992	
65	1.000												