THE ROMAN CATHOLIC ARCHDIOCESE OF BOSTON
401 (k) RETIREMENT SAVINGS PLAN

Amended and Restated Effective August 1, 2024

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PREAMBLE

Effective January 1, 2012, the Roman Catholic Archbishop of Boston, a Corporation Sole (the "Employer" or "Plan Sponsor") established the Roman Catholic Archdiocese of Boston 401(k) Retirement Savings Plan (the "Plan"), a retirement plan qualified under Code Sections 401(a), 401(k) and 401(m). 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). Accordingly, the Plan is not subject to the requirements of the Employee Retirement Income Security Act of 1974 (ERISA).

It is intended that this Plan be qualified under Section 401(a) of the Internal Revenue Code of 1986 (the "Code"), as amended from time to time, and meet the requirements of Code Section 401(k) as a qualified cash or deferred arrangement. The January 1, 2012 Plan document included provisions necessary pursuant to applicable law changes, including the Pension Protection Act of 2006 (PPA), the Worker, Retiree and Employer Recovery Act of 2008 (WRERA), and the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART). It is also intended that the Trust (including any custodial account and/or annuity contract treated as a qualified trust under Code Section 401(f)) be exempt from taxation as provided under Code Section 501(a).

The Plan was amended and restated as of the dates set forth below to (a) provide an automatic enrollment feature applicable to certain Eligible Employees hired on or after September 1, 2015; (b) to provide a basic safe harbor Matching Contribution feature and make such other changes as necessary to meet Code Sections 401(k)(12)(B) and 401(m)(11)(B) effective January 1, 2016; (c) to vest Accounts of each Participant who is an Employee on and after January 1, 2016; (c) incorporate the provisions of the First Amendment to the January 1, 2012 Plan document, relating to mandatory cash outs of small accounts; and (d) include such

required changes as are set forth in Internal Revenue Service Notice 2014-77 (2014 Cumulative List of Changes in Plan Qualification Requirements).

The Plan was further amended and restated effective November 1, 2017 to (a) incorporate the provision of the First through Third Amendments to the earlier restatement, effective as of the dates set forth in such Amendments, and (b) to make certain other discretionary changes and non-material typographical edits to the Plan document.

The Plan was again amended and restated effective January 1, 2023 and December 1, 2023 to (a) incorporate the provisions of the First through Fifth Amendments to the 2017 restatement, which include among other provisions good faith amendments to incorporate certain applicable provisions of the Setting Every Community Up of Retirement Enhancement Act of 2019 (SECURE Act) and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), effective as of the dates set forth in such Amendments; (b) reflect Accounts under the Plan became fully vested as of January 1, 2016 for Participants employed as Eligible Employees on and after such date and that the vesting and forfeiture provisions of the prior Plan restatements are no longer applicable; and (c) make certain other changes and clarifying edits, effective January 1, 2023, unless otherwise set forth herein (including good faith amendments incorporating certain provisions of Division T of the Consolidated Appropriations Act, 2023, known as the SECURE 2.0 Act); provided that in all cases changes necessary to maintain the qualified status of the Plan shall be deemed to be effective as of the date required by law including the remedial amendment provisions of Code Section 401(b). CARES Act provisions are included in Schedule I to the Plan, and the vesting provisions applicable to Participants who terminated employment prior to January 1, 2016 are included in Schedule II.

This amendment and restatement, generally effective August 1, 2024, reflects operational changes relating to 401(k) contributions, including increases in automatic enrollment percentage and, in accordance with the requirements of the SECURE Act and the SECURE 2.0 Act, expanded eligibility for 401(k) contributions.

ARTICLE I

DEFINITIONS

The following words and phrases shall have the following meanings when used in the Plan, unless a different meaning is plainly required by the context:

1.1 "Account" shall mean the current value of a Participant's interest in the Plan represented by his Pre-Tax Contribution Account, Roth Contribution Account, Rollover Contribution Account, if any, Roth Rollover Contribution Account, if any, Core Contribution Account, and Matching Contribution Account.

1.2 "Affiliated Employer" shall mean any corporation which is included with the Employer in a controlled group of corporations, as determined in accordance with Code Section 414(b), any unincorporated trade or business, or organization that is otherwise eligible to participate in a church plan, which, as determined under regulations of the Secretary of the Treasury, is under common control with the Employer under Code Section 414(c), any organization (including the Employer) which is a member of an affiliated service group, as defined in Code Section 414(m), and any other entity required to be aggregated with the Employer pursuant to regulations under Code Section 414(o).

1.3 "Authorized Leave of Absence" shall mean:

(a) Any leave of absence authorized by the Participating Employer under the Participating Employer's standard personnel practices; and

(b) Any period of service with the armed forces of the United States of America during which the individual's reemployment rights are protected by law, provided the individual returns to active employment with the Employer during the period within which reemployment rights are so protected.

1.4 "Beneficiary" shall mean the person or persons designated by the Participant to receive benefits under the Plan in the event of the Participant's death. If no valid Beneficiary designation is in effect at the time of the Participant's death, Beneficiary shall mean (a) the Participant's spouse, or if there be none, (b) the Participant's children in equal shares, or if there be none, (c) the Participant's parents in equal shares, or if there be none, (d) the Participant's estate.

1.5 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any regulations issued thereunder. Reference to any Code Section shall include any successor provision thereto.

1.6 "Compensation" shall mean an Eligible Employee's wages within the meaning of Code Section 3401(a) (for purposes of income tax withholding at the source) paid to him by his Participating Employer, plus amounts that would be included in his wages but for an election under Code Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b), and subject to the modifications in this Section 1.6. Any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)) are disregarded for this purpose. Additionally, for the avoidance of doubt, only compensation attributable to service as an Eligible Employee shall be included as Compensation.

Compensation shall exclude all of the following items (even if includible in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, and any income attributable to noncash benefits.

Compensation shall include any amounts paid to an Eligible Employee by the later of 2-1/2 months following severance from employment (within the meaning of Treasury Regulation Section 1.415(a)-1(f)(5)) with the Employer or the end of the Plan Year that includes the date of severance from employment with the Employer: (a) any payments of regular compensation that would have been paid to the Eligible Employee prior to such severance from employment had he continued in employment, (b) any payments for unused accrued sick, vacation or other leaves, if the Eligible Employee would have been able to use the leave if employment had continued, or (c) any payments from a nonqualified deferred compensation plan includible in gross income, if the payments would have been paid to the Eligible Employee at the same time if he had continued in employment. All other compensation payable after severance from employment, including severance pay, shall be excluded from Compensation.

Compensation shall also include differential pay actually received by an Eligible Employee who is called to active duty in the uniformed services, notwithstanding any Plan provision to the contrary. Differential pay is compensation paid by the Employer equal to the difference between the Compensation paid by the Employer and the Eligible Employee's military compensation. Each Eligible Employee shall be permitted to make Pre-Tax or Roth Contributions against such differential pay. This paragraph shall only apply if all Employees are receiving differential pay on a reasonably equivalent basis, are eligible to participate in this Plan, and may make contributions based on the payments on reasonably equivalent terms.

Compensation shall not exceed the limitation on annual compensation as defined in Code Section 401(a)(17) as indexed pursuant to Code Section 401(a)(17) and 415(d) and applicable regulations thereunder.

For the avoidance of doubt, solely for purposes of the Compensation limitation on Annual Additions in Section 4.4(a)(ii) and effective for limitation years 2018 through 2025, "Compensation" shall include all qualified moving expense reimbursements, as defined in Code Section 132(g)(l).

1.7 "Computation Period" shall mean, for purposes of determining Years of Service, the twelve-consecutive-month period commencing on the Employee's Employment Date as a Core Lay Employee (or, in the case of a Core Lay Employee who did not previously attain a Year of Service, his Reemployment Date as a Core Lay Employee) and each successive twelve-consecutive-month period thereafter.

1.8 "Core Contribution" shall mean a contribution by the Employer made to the Plan for the 2012, 2013 and 2014 Plan Years on behalf of a Participant pursuant to the applicable provisions of the Plan as in effect for such Plan Years.

1.9 "Core Contribution Account" shall mean a Participant's interest in the Plan attributable to Core Contributions including investment experience thereon.

1.10 "Core Lay Employee" shall mean an Eligible Lay Employee who (a) is scheduled to work at least twenty (20) Hours of Service per week (twenty four (24) Hours of Service per week for an Employee who works 10 months during the year) or such other minimum weekly hour threshold established by the Participating Employer of the Employee as authorized in writing by the Plan Administrator, and (b)(i) if he is a substitute teacher or other temporary or variable hour employee, he has completed 90 days of continuous service working at least twenty

(20) Hours of Service per week (twenty four (24) Hours of Service per week for an Employee who works 10 months during the year), or (ii) if he is a cemetery temporary laborer, he has completed 180 days of continuous service working at least twenty (20) Hours of Service per week.

1.11 "Disability" shall mean a total and permanent disability as defined pursuant to Article VII.

1.12 "Effective Date" means August 1, 2024.

1.13 "Eligible Employee" shall mean an Eligible Lay Employee or an Eligible Priest.

1.14 "Eligible Lay Employee" shall mean an Employee of the Plan Sponsor or other Participating Employer other than (a) a member of a religious order, (b) an intern, fellow, student teacher, seminarian, a student on a temporary work assignment as part of a cooperative education program, or (c) a member of a union (other than a union that has collectively bargained with the Plan Sponsor for eligibility to participate under this Plan).

1.15 "Eligible Priest" shall mean an Employee of a Participating Employer who is a priest in good standing who is paid through the Plan Sponsor's specified payroll system.

1.16 "Employee" shall mean any common-law employee of the Plan Sponsor or other Participating Employer who is paid with a Form W-2. A leased employee as described in Code Section 414(n)(2) shall be considered an Employee only to the extent required by Section 15.6 and shall not be eligible to participate in the Plan. Notwithstanding anything herein to the contrary, an individual who is not characterized or treated as a common law employee on the books and records of the Employer shall not be an Employee and shall not be eligible to participate in the Plan. However, in the event that such an individual is reclassified or deemed to be reclassified as an Employee who is an Eligible Employee, the individual shall be eligible to

participate in the Plan as of the actual date of such reclassification. If the effective date of such reclassification is prior to the actual date of such reclassification, in no event shall the reclassified individual be eligible to participate in the Plan retroactively to the effective date of such reclassification.

1.17 "Employer" or "Plan Sponsor" shall mean the Roman Catholic Archbishop of Boston, a Corporation Sole.

1.18 "Employment Date" shall mean the first day for which an Employee receives credit for an Hour of Service as a Core Lay Employee.

1.19 "Hour of Service" shall mean:

(a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by the Participating Employer for the performance of duties;

(b) Each hour for which an individual is directly or indirectly paid or entitled to payment by the Participating Employer (including payments made or due from a trust fund or insurer to which the Participating Employer contributes or pays premiums) on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated due to periods of vacation, holidays, illness, incapacity, disability, layoff, jury duty, military duty, or Authorized Leave of Absence), provided that:

(i) No more than 501 Hours of Service shall be credited under this subsection (b) to an individual on account of any single continuous period during which the individual performs no duties; and

(ii) Hours of Service shall not be credited under this subsection (b) to an individual for a payment which solely reimburses the individual for medically related

expenses incurred by the individual or which is made or due under a plan maintained solely for the purpose of complying with unemployment compensation laws.

(c) Each hour not already included under subsection (a) or (b) above for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Participating Employer, provided that crediting of Hours of Service under this subsection (c) with respect to periods described in subsection (b) above shall be subject to the limitation therein set forth.

To the extent not credited above, Hours of Service will also be credited based on the customary work week of the Employee for periods of military duty (as required by applicable law), layoff, and Authorized Leave of Absence.

1.20 "Match Eligibility Date" means (i) in the case of a Core Lay Employee, the first of the month coinciding with or next following the Core Lay Employee's attainment of a Year of Service, and (ii) in the case of an Eligible Priest, upon his enrollment to make Pre-Tax or Roth Contributions in the Plan.

1.21 "Matching Contribution" shall mean a contribution by the Participating Employer made to the Plan pursuant to Section 4.1 on behalf of a Participant who is then a Core Lay Employee who has satisfied the Year of Service requirement of Section 2.1(b) or who is an Eligible Priest.

1.22 "Matching Contribution Account" shall mean a Participant's interest in the Plan attributable to Matching Contributions including investment experience thereon.

1.23 "Participant" shall mean any Employee or former Employee who has an Account under the Plan.

1.24 "Participating Employer" shall mean the Plan Sponsor, including any parish, school, cemetery, or other location that is considered part of the Plan Sponsor, any Affiliated Employer that is a separately-incorporated Catholic entity listed in the Catholic Directory that has signed a Participation Agreement with the Plan Sponsor or an entity listed on the Plan Sponsor's current records as a Participating Employer and approved by the Plan Sponsor as a Participating Employer. Notwithstanding the foregoing, only those entities listed in the Plan Sponsor's current records as Participating Employers under the Plan shall qualify as such Participating Employers; provided, further, the Plan Sponsor shall have the unlimited right to delete any such entity from the Plan Sponsor's records as a Participating Employer and upon such deletion, the entity shall immediately cease to be such a Participating Employer.

1.25 "Plan" shall mean the Roman Catholic Archdiocese of Boston 401(k) Retirement Savings Plan, as set forth in this document and as amended from time to time.

1.26 "Plan Administrator" shall mean the person, persons or committee designated by the Retirement Committee to perform those ministerial administrative functions of the Plan as specified herein and as otherwise delegated by the Retirement Committee in accordance with Article XI.

1.27 "Plan Year" shall mean each 12-month period commencing on January 1 and ending on the next following December 31.

1.28 "Pre-Tax Contributions" shall mean salary reduction contributions made to the Plan pursuant to Section 3.1 on behalf of a Participant who is then an Eligible Employee.

1.29 "Pre-Tax Contribution Account" shall mean a Participant's interest in the Plan attributable to Pre-Tax Contributions including investment experience thereon.

1.30 "Prior Plan" means the Plan as in effect immediately prior to the Effective Date.

1.31 "Reemployment" or "Reemployment Date" shall mean the day a rehired Employee first completes an Hour of Service as a Core Lay Employee following a termination of employment from the Participating Employer.

1.32 "Retirement Committee" 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 General of the Roman Catholic Archdiocese of Boston, and each other person designated or appointed as a Retirement Committee member 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 a member of the Retirement Committee in lieu of himself or another person or persons to serve in lieu of the Chancellor of the Archdiocese or the Vicar General of the Archdiocese until such time as the designation is revoked. The Roman Catholic Archbishop of Boston may remove himself or any such designee in his absolute discretion. The Archbishop, the Chancellor, or the Vicar General may appoint additional members to the Retirement Committee from time to time based on nominations by the Retirement Committee and/or the Plan Administrator. Each Retirement Committee member shall serve until the third anniversary of his designation and may be re-designated for another three-year term.

1.33 "Rollover Contribution" shall mean a contribution made to the Plan by a Participant pursuant to Section 3.2.

1.34 "Rollover Contribution Account" shall mean an interest in the Plan attributable to Rollover Contributions including investment experience thereon.

1.35 "Roth Contribution" shall mean a contribution made to the Plan designated as a Roth Contribution pursuant to Section 3.1(b) by a Participant who is then an Eligible Employee.

1.36 "Roth Contribution Account" shall mean a Participant's interest in the Plan attributable to Roth Contributions including investment experience thereon.

1.37 "Roth Rollover Contribution" shall mean a contribution made to the Plan by a Participant designated as a Roth Rollover Contribution pursuant to Section 3.2(h).

1.38 "Roth Rollover Contribution Account" shall mean a Participant's interest in the Plan attributable to Roth Rollover Contributions including investment experience thereon.

1.39 "Trust" shall mean any assets held by the Trustee in accordance with the Trust Agreement. Trust shall also mean any assets held, under a custodial account or annuity contract treated as a qualified trust under Code Section 401(f), by a custodian or insurance company in accordance with a custodial account agreement or annuity contract. In such case the custodian or insurance company shall be treated as the Trustee and the custodial account agreement and/or annuity contract shall be treated as the Trust Agreement.

1.40 "Trust Agreement" shall mean the trust agreement (or custodial account agreement or annuity contract treated as a qualified trust under Code Section 401(f)), if any, between the Plan Sponsor and a Trustee (or custodian or insurance company) as provided for in Article VI.

1.41 "Trustee" shall mean the individual, individuals or institution appointed by the Retirement Committee to act in accordance with the Trust Agreement.

1.42 "Valuation Date" shall mean each day during which trading occurs on the New York Stock Exchange, or such other day as the Plan Administrator may designate. Valuation Dates shall be no less frequent than quarterly.

1.43 "Year of Service" shall be used for purposes of determining eligibility for Matching Contributions under Section 2.1(b) with respect to a Core Lay Employee and shall

mean a Computation Period during which the Employee is credited with at least 1,000 Hours of Service as a Core Lay Employee, including for this purpose Hours of Service credited for periods of unpaid and paid Authorized Leave of Absence under Section 1.3. The determination of Years of Service shall be subject to the following rules:

(a) A rehired Employee who has not completed a Year of Service during his prior period of employment shall be considered a new Employee upon rehire.

(b) If an Employee leaves active service to enter the Armed Forces of the United States (i) through the operation of a compulsory military service law, or (ii) during a period of declared national emergency, or (iii) pursuant to a military leave of absence granted by the Participating Employer, the period of his absence shall be counted as Hours of Service, provided the Employee returns to employment with the Employer within 90 days (or such longer period as may be provided by law for the protection of reemployment rights) after his discharge or release from active duty in the Armed Forces of the United States or within the period for which such military leave of absence was granted by the Participating Employer, as the case may be. Notwithstanding the foregoing or any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the applicable sections of the Code and any related regulations.

ARTICLE II

PARTICIPATION

2.1 Commencement of Participation.

(a) Pre-Tax and Roth Contributions. Each Eligible Employee who participates in the Plan and is eligible to make Pre-Tax or Roth Contributions immediately prior to the Effective Date shall continue participation in the Plan provided he remains an Eligible Employee on the Effective Date. Each other Eligible Employee shall become a Participant on

(x) the first payroll date (or as soon as administratively practicable thereafter) following the date on which he enrolls in the Plan or (y) the date he is automatically enrolled in the Plan pursuant to Article III. However, if an Eligible Employee does not enroll when first eligible to do so, such Employee shall be eligible to enroll at any later date in accordance with procedures established by the Plan Administrator or recordkeeper provided he is then still an Eligible Employee.

(b) Matching Contributions. Each Core Lay Employee or Eligible Priest who is eligible to receive Matching Contributions under the terms of the Prior Plan shall continue to be eligible to receive Matching Contributions, provided he remains a Core Lay Employee or Eligible Priest on the Effective Date. Each other Core Lay Employee or Eligible Priest shall become eligible to receive Matching Contribution commencing with the first payroll date coinciding with or next following his Match Eligibility Date, provided he remains a Core Lay Employee or Eligible Priest on such date.

2.2 Change of Employment Status. In the event that an Eligible Employee directly transfers to an ineligible class of Employees, he shall be deemed to continue as a Participant for all purposes of the Plan except that he shall not be permitted to direct any further Pre-Tax or Roth Contributions on his behalf under the Plan unless he again becomes an Eligible Employee. In the event that a Core Lay Employee or Eligible Priest directly transfers to a position that is not a Core Lay Employee or Eligible Priest, he shall not receive any additional Matching Contributions unless the individual again becomes a Core Lay Employee or Eligible Priest.

2.3 Reemployment of Terminated Employee. Upon a terminated Employee's Reemployment with a Participating Employer as a Core Lay Employee, he shall be subject to the automatic enrollment provision of Section 3.1. If he was subject to and had attained a Year of Service as a Core Lay Employee (or is an Eligible Priest), he shall again be eligible under to

receive Matching Contributions. If he had not attained a Year of Service as a Core Lay Employee as of his Reemployment Date, he will become eligible to receive Matching Contributions once he has been credited with a Year of Service based on Hours of Service credited as a Core Lay Employee after his Reemployment Date. If a terminated Employee is re-employed as an Eligible Employee but not as a Core Lay Employee, he shall be eligible to enroll in the Plan under Section 2.1(a) for purposes of making Pre-Tax or Roth Contributions, but shall be ineligible for Matching Contributions until he is employed as a Core Lay Employee and satisfies the Year of Service requirement (as applicable to rehired Employees as described in this Section 2.3).

2.4 Former Employees. Except as provided in Section 3.2 concerning certain Rollover Contributions, a Participant shall not be entitled to make any contributions to the Plan following his termination of employment (or termination of employment as an Eligible Employee). Such individual, however, may continue to direct the investment of his Account as provided under Article V.

ARTICLE III

PARTICIPANT CONTRIBUTIONS AND LIMITS

3.1 Pre-Tax and Roth Contributions.

(a) Elective Contributions and Automatic Enrollment Feature.

(i) Contribution Election. Each Eligible Employee may affirmatively authorize the Plan Sponsor to reduce his Compensation and make a corresponding Pre-Tax Contribution (or, in accordance with Section 3.1(b), Roth Contribution). This reduction in Compensation must be in either a dollar amount or a percentage which equals 0% to 100% of such Compensation, but in no event shall such reduction reduce the Eligible Employee's Compensation, net of all tax withholdings and other deductions and salary reductions, below

zero. Authorization to reduce Compensation shall be made in accordance with the procedures established by the Plan Administrator or recordkeeper according to such uniform and nondiscriminatory rules as it may adopt. Such Compensation reduction shall continue in effect until the Participant terminates employment, suspends or changes his Pre-Tax or Roth Contributions in accordance with Section 3.3, or transfers to an ineligible class of employees.

(ii) Automatic Enrollment Feature for Core Lay Employees. Unless he affirmatively authorizes the Plan Sponsor to reduce his Compensation and make a corresponding Pre-Tax and/or Roth Contribution on his behalf pursuant to paragraph (a)(i) above and subsection (b) below, each Core Lay Employee who has an Employment Date on or after September 1, 2015, or is a rehired Core Lay Employee with a rehire date on or after July 1, 2021, or first becomes a Core Lay Employee on or after July 1, 2021, shall have his Compensation automatically reduced by 3% (4% for Core Lay Employees with an Employment Date or Reemployment Date of August 19, 2024 or later), and such reduction in his Compensation shall be contributed as a Pre-Tax Contribution on his behalf to his Pre-Tax Contribution Account commencing with the first payroll date on or after 45 calendar days (or as soon as administratively practicable thereafter) after the date he becomes subject to the Plan's automatic contribution arrangement unless such Core Lay Employee affirmatively opts out of the automatic enrollment feature.

(iii) Automatic Increase for Core Lay Employees. A Core Lay Employee who has in effect an elective contribution rate that is greater than 0% and less than 5% shall be annually increased, in accordance with procedures established by the Plan Administrator, in increments of 1% to a maximum aggregate Pre-Tax or Roth Contribution of

5%, with the first increase to be effective beginning August 19, 2024 or as soon as administratively practicable thereafter.

(iv) Notification. Within a reasonable period prior to the effective date of automatic enrollment or automatically increased contribution percentages, the Plan Administrator or recordkeeper shall give each such Core Lay Employee notice of his rights and obligations under the Plan's automatic contribution arrangement, including the automatic increase, which is sufficiently accurate and comprehensive to apprise the Core Lay Employee of such rights and obligations and is written in a manner calculated to be understood by the average Core Lay Employee, and which shall provide procedures for opting out of such automatic enrollment or automatic increase.

(v) Limitations on Eligibility for Automatic Enrollment and Automatic Increase. For the avoidance of doubt, automatic enrollment and automatic increase shall not apply to Eligible Priests or to other individuals who are not Core Lay Employees.

(vi) Application of Code Section 401(a)(17). In determining the amount of Pre-Tax Contributions elected by an Eligible Employee for a payroll period, Compensation will be determined without regard to the limitation under Code Section 401(a)(17) provided that the total amount of Pre-Tax Contributions made by such Eligible Employee for a Plan Year does not exceed the maximum percentage set forth under paragraph (i) above multiplied by the Eligible Employee's Compensation for the Plan Year as limited under Code Section 401(a)(17). Pre-Tax Contributions made under paragraphs (i) and (ii) above shall also be subject to the limitations of Sections 3.6 and 4.5.

(vii) Catch-up Contributions. Notwithstanding anything in the Plan to the contrary, (A) any Eligible Employee who is eligible to make Pre-Tax Contributions and who

has attained or will attain age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Code Section 414(v)(2)(B) ($7,500 for 2024) as of the beginning of the Plan Year in which such Employee attains age 50, and (B) effective January 1, 2025, any Eligible Employee who is eligible to make Pre-Tax Contributions and who would attain age 60 but would not attain age 64 before the close of the Plan Year shall be eligible to make catch-up contributions up to an amount equal to the greater of $10,000 or 150% of the dollar amount in effect under clause (A) above (as such limits are indexed for inflation). Such catch-up contributions shall not be taken into account for purposes of Sections 3.6(a) and 4.5 of the Plan regarding the required limitations of Code Sections 402(g) and 415 respectively. Furthermore, the Plan shall not be treated as failing to satisfy the provisions of (a) Section 3.6 of the Plan regarding the nondiscrimination requirements of Code Section 401(k)(3); or (b) with respect to the current year's catch-up contributions, the requirements of Code Section 410(b) by reason of the making of such catch-up contributions. Catch-up contributions shall be made in accordance with such uniform and nondiscriminatory procedures as adopted by the Plan Sponsor.

(b) Designation of Contributions as Pre-Tax or Roth. An Eligible Employee may designate his Participant contributions including catch-up contributions under subsection (a), as either Pre-Tax Contributions or Roth Contributions (or both, in such amounts as the Participant specifies). Roth Contributions are generally subject to the same requirements and limitations as Pre-Tax Contributions made by the salary reduction method as provided in subsection (a) and elsewhere in the Plan, but they are considered part of the Participant's taxable income for the payment of current federal and state income taxes and other withholding taxes, and qualifying distributions from the Participant's Roth Contribution Account are not considered

taxable income when received. Roth Contributions shall have and/or satisfy the following characteristics and/or requirements:

(i) A Roth Contribution must be irrevocably designated as such by the Participant in advance and shall be in lieu of all or a portion of the salary reduction contributions the Participant is otherwise eligible to make under the Plan.

(ii) Roth Contributions shall be credited for Plan accounting purposes to the Participant's Roth Contribution Account, which shall be maintained separately from each other Account of the Participant. Gains, losses and other credits or charges attributable to a Participant's Roth Contributions shall be separately allocated on a reasonable and consistent basis to such Participant's Roth Contribution Account. No amounts other than Roth Contributions and properly attributable earnings will be credited to the Participant's Roth Contribution Account.

(iii) A Roth Contribution will be treated by the Plan Sponsor as includable in the Participant's income (including for income and employment tax withholding and reporting purposes) at the time the Participant would otherwise have received such amount in cash had he not elected to make a Roth Contribution hereunder equal to such amount.

(c) Expansion of Availability of Pre-Tax and Roth Contributions. The provisions of this Plan are intended to comply with the long-term part-time rules applicable under Code section 401(k)(2)(D) and, for periods following the Effective Date, to offer all part-time and other variable hour employees (other than those excluded from the definition of Eligible Lay Employee) the right to make Pre-Tax or Roth Contributions (but not receive Matching Contributions) regardless of their length of service. Accordingly, effective August 19, 2024 (or such other date as established by the Plan Administrator) any Eligible Lay Employee (including

any Eligible Employee not classified as a Core Lay Employee) may elect to make Pre-Tax Contributions or Roth Contributions through affirmative election in accordance with the terms of Section 3.1 and such procedures as the Plan Administrator and recordkeeper shall implement from time to time. In addition, any Employee who would satisfy the definition of Eligible Lay Employee but for failure to complete the service required by Section 2.1(a)(ii) or (iii) of the Prior Plan shall be eligible to elect to make Pre-Tax Contributions through affirmative election effective January 1, 2024 if such Employee had 500 Hours of Service in each of 2021, 2022 and 2023. Employees who are eligible to make Pre-Tax Contributions or Roth Contributions as described in this Section 3.1(c) shall not be subject to the automatic enrollment or automatic increase features described in Section 3.1(a)(ii). For the avoidance of doubt, an Employee who is neither a Core Lay Employee nor an Eligible Priest shall not be eligible to receive any Matching Contributions until such time as the individual becomes a Core Lay Employee or an Eligible Priest and satisfies the conditions of Section 2.1(b) (including the conditions of a Year of Service, if a Core Lay Employee).

3.2 Rollover Contributions. An Eligible Employee may elect to make a Rollover Contribution to the Plan. In addition, effective January 1, 2022, a Participant who has terminated employment or who is otherwise no longer employed as an Eligible Employee but who retains an Account under the Plan with a balance in excess of $5,000 (or, effective January 1, 2024, $7,000) may elect, subject to the approval of the Plan Administrator, to make a Rollover Contribution to the Plan of any eligible rollover distribution from the Pension Plan and Trust of the Roman Catholic Archdiocese of Boston. Rollover Contributions shall be made only to the extent permitted under Code Section 402(c) and other applicable Code sections and related rulings and regulations. A Rollover Contribution shall be subject to the following rules:

(a) A Rollover Contribution shall consist of all or a portion of an eligible rollover distribution, as defined in Code Section 402(c)(4) or 403(a)(4) or a rollover contribution as defined in Code Section 408(d)(3), from an eligible retirement plan, as defined in Code Section 402(c)(8)(B), including a qualified trust under Code Section 401(a), which trust is exempt from tax under Code Section 501(a), an annuity plan or annuity contract described in Code Section 403(a) or 403(b), an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), or an eligible deferred compensation plan described in Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state which was transferred to such account or annuity in a direct rollover or within 60 days from the date of the distribution; provided that the Rollover Contribution shall not include any after-tax employee contributions.

(b) A Rollover Contribution shall not exceed the fair market value of the amount described in (a) above.

(c) Rollover Contribution shall be made in cash.

(d) In the event a Rollover Contribution consists of an amount which has been paid directly to the individual, such Rollover Contribution shall be made no later than 60 days following the date the Participant receives the amount distributed or, in accordance with such procedures as established by the Plan Administrator, such later time as may be permitted by the Code or relevant guidance provided by the Internal Revenue Service.

(e) A Rollover Contribution must be submitted with supporting documentation, in accordance with such uniform and nondiscriminatory rules and procedures as established by the Plan Administrator, that the Rollover Contribution meets the requirements of

this Section. Absent any evidence to the contrary, the Plan Administrator may rely upon the guidance provided by the Internal Revenue Service in Revenue Ruling 2014-9 to reasonably conclude whether a potential rollover contribution by an Eligible Employee is in fact a valid Rollover Contribution. If the Plan Administrator later determines that an amount rolled over into the Plan is an invalid rollover contribution, the amount rolled over plus any attributable earnings shall be distributed to the Eligible Employee within a reasonable time after such determination.

(f) A Rollover Contribution is subject to separate accounting. The Rollover Contribution shall be invested at the Participant's discretion in accordance with Article V.

(g) A rollover by an Eligible Employee to his Account hereunder consisting of Roth contributions to another plan or account shall be accounted for and held separately in a Roth Rollover Contribution Account which shall satisfy the requirements of paragraph Section 3.1(b)(ii) above. For the avoidance of doubt, a Participant who is not then an Eligible Employee shall not be eligible to make a Rollover Contribution of Roth contributions.

3.3 Change, Suspension and Resumption of Pre-Tax or Roth Contributions. The Pre-Tax Contribution or Roth Contribution, authorized or deemed authorized (in the case of a Pre-Tax Contribution made under the Plan's automatic contribution arrangement pursuant to paragraph 3.1(a)(ii)) by the Participant hereunder, shall continue in effect, notwithstanding any change in his Compensation, until the Participant elects to change or suspend the making of such Pre-Tax or Roth Contribution in advance of the payroll date to which such change or suspension applies, in accordance with such uniform and nondiscriminatory rules as the Plan Administrator or recordkeeper may adopt.

3.4 Change in Compensation. In the event of a change in the Compensation of a Participant, and in the event he has expressed the amount of Pre-Tax Contribution or Roth

Contribution as a percentage of his Compensation, the percentage of his Compensation that he has authorized or deemed authorized (in the case of a Pre-Tax Contribution made under the Plan's automatic contribution arrangement pursuant to paragraph 3.1(a)(ii)) as his Pre-Tax and/or Roth Contribution shall be applied as soon as practicable with respect to such changed Compensation without action by the Participant.

3.5 Remittance of Participant Contributions. Participant Pre-Tax and Roth Contributions will be remitted to the Trustee as soon as practicable following the end of the payroll period to which such contributions relate. All Pre-Tax, Roth and Rollover Contributions shall be invested in accordance with the Participant's investment direction pursuant to Article V.

3.6 Limitation on Amount and Return of Pre-Tax and Roth Contributions in Certain Instances.

(a) For a Participant's taxable year, the sum of the Participant's Pre-Tax and Roth Contributions under this Plan and any other plan sponsored by the Plan Sponsor or Affiliated Employer meeting the requirements of Code Section 401(k) or 403(b) may not exceed the dollar limit on excludable salary deferrals under Code Section 402(g)(1) for such year as adjusted for increases in the cost of living pursuant to Code Section 402(g)(4). In the event the dollar limit under Code Section 402(g)(1) is exceeded for a Participant's taxable year, the excess, together with any investment earnings attributable thereto, shall be returned to the Participant no later than April 15 following the close of the taxable year for which the excess contribution was made. The excess deferral amount to be returned to the Participant shall not include gap period income following the end of the Plan Year to the date of distribution. For the purposes of this Section, the Plan Administrator shall assume that the Participant's taxable year is the calendar year.

(b) In the event a Participant's Pre-Tax and Roth Contributions for a taxable year under this Plan, together with his salary reduction amounts under another plan which meets the requirements of Code Section 401(k) or 403(b), exceed the limits set forth in (a) above, the Participant may treat a portion of such excess as having been contributed to this Plan and request a return of such excess together with any investment earnings attributable thereto. The excess deferral amount to be returned to the Participant shall not include gap period income following the end of the Plan Year to the date of distribution. Any such request shall be made no later than March 1 following the close of the taxable year for which the excess contribution was made, and the return of such excess shall be made no later than the immediately following April 15.

(c) For each Plan Year prior to 2016 before the safe harbor requirements of Code Section 401(k)(12) were satisfied, the Plan was required to satisfy the requirements of Code Section 401(k)(3). In addition, the Plan shall (i) comply with the requirements of Treasury Regulation Section 1.401(k)-1(b)(4)(iv)(A), if necessary (with respect to Eligible Employees who are making Pre-Tax or Roth Contributions prior to becoming eligible for Matching Contributions under Section 2.1(a)(iv)), and (ii) satisfy the requirements of Code Section 401(k)(3) for such group, as necessary.

ARTICLE IV

MATCHING CONTRIBUTIONS AND OVERALL LIMITS

4.1 Matching Contributions. The Participating Employer shall make basic safe harbor Matching Contributions on behalf of (a) each Eligible Priest, and (b) each Core Lay Employee who has met the requirements of Section 2.1(b), who is then a Participant making Pre-Tax or Roth Contributions for a payroll period. The Matching Contribution shall equal (i) 100% of each such Participant's Pre-Tax Contributions and/or Roth Contributions for a payroll period which are attributable to not more than 3% of such Participant's Compensation for such payroll

period; plus (ii) 50% of such Participant's Pre-Tax Contributions and/or Roth Contributions for a payroll period which are attributable to more than 3% but not more than 5% of such Participant's Compensation for such payroll period. For the avoidance of doubt, a Participant who is neither a Core Lay Employee who has satisfied the Year of Service condition of Section 2.1(b) nor an Eligible Priest shall not be entitled to any Matching Contribution.

Matching Contributions shall be subject to the limitations of Section 4.4.

4.2 Remittance of Matching Contributions. Matching Contributions for a payroll period shall be paid by the Participating Employer to the Plan on a per-payroll basis. Matching Contributions, once deposited into a Participant's Account, shall be invested in accordance with the Participant's investment direction pursuant to Article V.

4.3 Limitation on Amount of Matching Contributions for Plan Years Prior to 2016. For each Plan Year prior to 2016 when the Plan did not meet the safe harbor requirements of Code Section 401(m)(10), the Plan was required to satisfy the nondiscrimination test requirements of Code Section 401(m)(2). In addition, the Plan shall (i) comply with the requirements of Treasury Regulation Section 1.401(m)-1(b)(4)(iv)(A), if necessary, and (ii) satisfy the requirements of Code Section 401(m)(2) for such group, as necessary.

4.4 Maximum Total Allocations.

(a) Anything to the contrary herein notwithstanding, in no event shall the Annual Additions, as described in Section 4.5, for any Employee for any limitation year exceed the lesser of:

(i) the dollar limit under Code Section 415(c)(1)(A), as adjusted by increases in the cost-of-living under Code Section 415(d), or

(ii) 100% of the Employee's Compensation for the limitation year.

The Compensation limit in paragraph (ii) above shall not apply to any contribution for medical benefits after separation of service (within the meaning of Code Section 401(h) or Code Section 419(A)(f)(2)) which is otherwise treated as an Annual Addition.

For purposes of this Section, the limitation year shall be the calendar year.

(b) Any operational corrections necessary due to excess Annual Additions shall be corrected as prescribed under a correction program promulgated by the Internal Revenue Service, such as the Employee Plans Compliance Resolution System.

4.5 Annual Additions. The Annual Addition with respect to an Employee for any limitation year shall be the sum of the following amounts allocated to his Account for the limitation year:

(a) Matching Contributions and any other Employer contributions made to a qualified defined contribution plan, plus

(b) Elective contributions (including Pre-Tax and Roth Contributions) described under Code Section 402(g), but not including any salary reduction contributions under Code Section 403(b), plus

(c) Any amount applied from the suspense account (pursuant to a correction under Section 4.4(b)), that has not already been included as an Annual Addition for the Employee, plus

(d) Excess contributions and excess aggregate contributions as defined in Code Sections 401(k)(8)(B) and 401(m)(6)(B), respectively, plus

(e) Excess deferrals, as defined in Code Section 402(g), to the extent such excess deferrals have not been returned to the affected Participant by April 15 following the taxable year in which such excess deferral was made, plus

(f) Amounts described in Code Sections 415(l)(1) and 419A(d)(2).

The term Annual Additions shall not include any Rollover Contributions.

4.6 Participating Employers' Responsibility for Matching Contributions. The Participating Employer shall contribute to each Participant's Account the amount of Matching Contributions determined pursuant to Section 4.1 attributable to Participants who are Core Lay Employees or Eligible Priests of each Participating Employer.

4.7 Return of Contributions. All contributions made by the Employer under the Plan are expressly conditioned upon the initial qualification of the Plan under the Code. Upon the Employer's request, a contribution which was made by a mistake of fact shall be returned to the Employer, except to the extent the contribution has been allocated to any Participant Account which has been distributed to the Participant. The returned contribution shall also be reduced by any net loss attributable thereto, so that no Participant Account shall have a smaller balance than if the mistaken contribution had never been made. No contribution may be returned to a Participating Employer more than one year after the mistaken payment of the contributions.

4.8 Payment of Expenses. In addition to its contributions, the Plan Sponsor may elect to pay the administrative expenses of the Plan, including fees, retainers, and/or compensation, as applicable, of the Plan's Trustees, consultants, Plan Administrator, recordkeepers, auditors, counsel, and other advisors or service providers so long as the Plan or Trust remains in effect. If the Plan Sponsor does not elect to directly pay all or part of such expenses, the Plan Sponsor may direct the Trustee to pay these expenses and charge the payment thereof against the Trust for the Plan Year in which the expenses were incurred.

ARTICLE V

INVESTMENT OF CONTRIBUTIONS

5.1 Establishment of Accounts. A separate accounting shall be established and maintained in the name of each Participant reflecting all contributions by the Participant, all amounts contributed by the Participating Employer under the Plan on his behalf, all amounts transferred from other plans, earnings and losses on all such amounts, any distributions, withdrawals, and any expenses charged against such amounts. The separate accounting in the name of each Participant shall include a separate accounting for Pre-Tax Contributions, Roth Contributions, Rollover Contributions, Roth Rollover Contributions, Matching Contributions, and Core Contributions and the investment funds in which such contributions and their related investment earnings are held.

5.2 Investment Options. Subject to the provisions of Sections 5.3 and 5.4, a Participant shall direct the Plan Administrator to invest his Pre-Tax Contributions, Roth Contributions, Rollover Contributions, if any, Roth Rollover Contributions, if any, Matching Contributions and Core Contributions in the investment funds offered by the Plan.

The Retirement Committee, in its sole discretion but in consultation with the investment advisor for the Plan, shall decide which investment funds to offer under the Plan. In this capacity, the Retirement Committee may eliminate one or more investment funds, offer additional investment funds, and transfer funds on behalf of Participants from investment funds no longer offered under the Plan to investment funds under the Plan. Participants shall be notified of any changes in the menu of available investment funds prior to the effective date of such changes.

5.3 Change in Investment Options. Subject to Section 5.4, a Participant may change the investment allocation of his future Pre-Tax Contributions, Roth Contributions, Rollover

Contributions, if any, Roth Rollover Contributions, if any, and Matching Contributions in accordance with such uniform and nondiscriminatory rules and procedures as the Plan Administrator or recordkeeper may adopt. Subject to Section 5.4, a Participant may change the investment allocation of his existing Account in accordance with such uniform and nondiscriminatory rules and procedures as the Plan Administrator or recordkeeper may adopt. The operational rules adopted by the Plan Administrator may allow the Participant to directly contact the recordkeeper of the Plan to arrange for changes hereunder, in lieu of prior notice to the Plan Administrator.

5.4 Investment Rules. The following rules shall govern all aspects of this Article V:

(a) A Participant shall direct the Plan Administrator or its representative to invest his current Pre-Tax Contributions, Roth Contributions, Rollover Contributions, if any, Roth Rollover Contributions, if any, and Matching Contributions in multiples of whole integer percentages, among the investment funds offered under the Plan. Reallocation of the Participant's existing Account pursuant to Section 5.3, including any Core Contributions, shall also be made to such investment funds in whole integer percentages or a specified dollar amount.

(b) Any investment direction given by a Participant shall continue in effect until changed by such Participant as provided hereunder.

(c) Investment direction given by a Participant must be made in the manner and at the time prescribed by the Plan Administrator or recordkeeper.

(d) Any investment direction of a Participant's Account shall be governed by the restrictions or limitations, if any, specified by the Plan Administrator.

(e) The Plan Administrator may limit changes otherwise permitted hereunder in the investment allocation of a Participant's Account to the extent a change is precluded as a

result of a temporary period of adverse liquidity with respect to an investment fund or to the extent a change would adversely affect the investment return of Accounts of other Participants.

ARTICLE VI

TRUST AND INVESTMENT FUNDS

6.1 Trust. All Accounts shall be held in the Trust and each Participant's Account shall be valued in accordance with Sections 6.2 and 6.3.

6.2 Valuation of Investment Funds. Each investment fund shall be valued by the sponsor of such fund as of each Valuation Date on the basis of the investment fund's fair market value.

6.3 Allocation of Income, Profits, Losses and Expenses. The Accounts of all Participants shall be adjusted as of each Valuation Date to reflect the effects of contributions, income, capital gains distributions, realized and unrealized gains and losses, and expenses applicable to the investment fund or funds where such Accounts are invested.

Unless otherwise specifically provided under a particular investment fund, all interest income, dividends and capital gains distributions received on any shares or units in an investment fund shall be automatically reinvested in additional shares or units of such investment fund at the then fair market value of such fund and credited to the Participants' Accounts currently invested in such investment fund.

ARTICLE VII

DEATH AND DISABILITY BENEFITS

7.1 Pre-Retirement Death Benefits.

(a) Except as otherwise provided in subsection (b) of this Section, upon the death of any Participant prior to the commencement of distribution of his Account, the amount credited to his Account shall be paid to his Beneficiary. Benefits shall be payable in one lump

sum or in any optional form of distribution available under the Plan. The timing and form of distribution shall be subject to the provisions of Article X. The timing and form of distribution shall be subject to the provisions of Article X.

(b) If a Beneficiary dies after the death of the Participant, but prior to receiving the full death benefit hereunder, any remaining benefit shall be paid strictly in accordance with the distribution option elected by the Beneficiary.

7.2 Post-Retirement Death Benefit. Upon the death of a Participant after benefits have begun to be distributed due to retirement or termination of employment, death benefits, if any, will be payable to the Participant's Beneficiary in accordance with the form of distribution that was in effect on the Participant's death. If the form of distribution was not an installment form, any Account balance remaining under the Plan will be payable in accordance with Section 7.1.

7.3 Disability Benefit. A Participant who has suffered a Disability while an Employee shall be entitled to distribution of 100% of the value of his Account pursuant to the provisions of Article X.

If it is subsequently determined that a Participant who had become Disabled is no longer Disabled, and if he should return to employment with a Participating Employer immediately upon recovery from Disability, he shall resume participation in the Plan pursuant to Article II. In the event his Account has not been distributed prior to his recovery from Disability, he shall not be entitled to a distribution of his Account prior to his service termination date except as may be permitted under Article X.

If it is subsequently determined that a Participant who had become Disabled is no longer Disabled, and if he should fail to return to employment with a Participating Employer or

an Affiliate immediately upon recovery from Disability, he shall be considered to have a service termination date upon such recovery. In the event his Account has not been fully distributed upon his recovery from Disability, the remaining balance of his Account shall be distributed pursuant to the provisions of Article X.

7.4 Definition of Disability. A Participant will be deemed to have suffered a total and permanent disability for purposes of the Plan if he is eligible to receive a disability benefit under the Social Security Act. The determination as to whether a Participant is totally and permanently disabled shall be made by the Plan Administrator on evidence that the Participant is eligible for disability benefits under the Social Security Act in effect at the date of disability. A Participant shall be considered to have suffered a "Disability" for purposes of the Plan as of the date of such determination.

ARTICLE VIII

VESTING AND TERMINATION OF EMPLOYMENT

8.1 Vesting of Participant and Employer Contributions. Effective January 1, 2016, a Participant shall at all times be 100% vested in his Account.

8.2 Method of Payment. When a Participant terminates his employment with the Employer, his vested Account, as determined under Section 8.1 above, shall be distributed pursuant to the provisions of Article X.

8.3 Reemployment. A Participant who terminated employment prior to January 1, 2016 is subject to the forfeiture provisions of Schedule II with respect to determining the vesting of his Core Contribution Account and his pre-2016 Matching Contribution Account.

ARTICLE IX

LOANS AND IN-SERVICE WITHDRAWALS

9.1 Participant Loans. A Participant who is an Employee of a Participating Employer may be eligible for a loan from his Pre-Tax Contribution Account, Roth Contribution Account, qualified non-elective contribution (QNEC) account, Rollover Contribution Account, and/or Roth Rollover Contribution Account in an amount not in excess of the lesser of (a) $50,000, reduced by the Participant's highest outstanding loan balance from the Plan during the preceding 12-month period ending on the day before the date the loan is made; and (b) 50% of the value of his vested Account as of the date on which the loan is approved. For purposes of this limit, all qualified plans of the Participating Employers and Affiliated Employers shall be considered one plan.

9.2 Rules Relating to Loans. All loans shall comply with the following terms and conditions:

(a) Loans may be applied for as of any date with prior notice as the Plan Administrator may approve according to such uniform and nondiscriminatory rules as it may adopt. Not more than one loan may be outstanding to a Participant at any time.

(b) An application for a loan by a Participant shall be made in writing to the Plan Administrator, or its delegate, whose action thereon shall be final.

(c) Repayment of a loan shall be made based on level annual amortization of the loan amount and shall be made no less frequently than quarterly over the term of the loan. The Participant shall authorize the Participating Employer to deduct from his pay the level amount sufficient to accomplish the repayment.

(d) The period of repayment for any loan shall be arrived at by mutual agreement between the Plan Administrator, or its delegate, and the Participant, but subject to a

minimum repayment period of 1 year and a maximum repayment period of 5 years unless the proceeds of the loan are to be used for the purchase of the Participant's principal residence, in which case the maximum request period is 15 years. To the extent permitted under Code Section 414(u)(4), in the event a Participant enters the Uniformed Services of the United States and retains reemployment rights under law, the period of repayment shall be extended by the number of months of the period of service in the Uniformed Services and loan repayments shall be suspended during such period of absence. For all other bona fide leaves of absence, loans may be suspended for a period of up to 1 year, provided that the loan (including interest that accrues during the leave of absence) must be repaid by the latest possible term of the loan and the amount of the installments due after the leave ends must not be less than the amount required under the terms of the original loan. All loans must be amortized over 1 year increments. Loans may be prepaid in full at any time without penalty.

(e) Each loan shall be made against the collateral assignment of the Participant's right, title, and interest in the portion of his Account against which the loan is taken, evidenced by such Participant's collateral promissory note for the amount of the loan, including interest, payable to the order of the Plan.

(f) Each loan shall bear a reasonable rate of interest, which shall be the rate specified from time to time in the written loan procedures and/or written summary described in (m) below.

(g) In the event a loan repayment is not made or is not paid at maturity, the loan shall be deemed to be in default. If the default is not cured by the last day of the calendar quarter following the calendar quarter in which the required installment payment was due, the Participant's Account shall be reduced by the amount of the unpaid balance of the loan, together

with the interest thereon, and the Participant's indebtedness shall thereupon be discharged. This reduction shall occur as soon as the Participant could have received a distribution of the portion of the Account balance so reduced under applicable law, disregarding the provisions of (i) below.

(h) Upon the Participant's death, termination, or retirement, no distribution shall be made to any Participant or to a Beneficiary of any such Participant unless and until all unpaid loans, including accrued interest thereon, have been liquidated; provided, however, if any unpaid balance is due on a loan of such Participant at the time of such death, termination, or retirement and has not been satisfied by the last day of the calendar quarter following the calendar quarter in which such unpaid balance was due, the Plan loan shall be in default. The Plan shall thereafter distribute to such Participant or Beneficiary the collateral promissory note evidencing the loan, and his Account, reduced by the unpaid balance of the loan, including accrued interest thereon, shall be distributed.

(i) Subject to the provisions of paragraph (i) above, all loans shall be debited to the investment of a Participant's Account as such Account is invested in the funds under the Plan in the amount(s) authorized by the Participant. A loan shall be debited on a pro rata basis from the funds in which his Account is then invested.

(j) Upon receipt of a loan repayment and associated interest, the Trustee shall deposit such repayment in accordance with the Participant's investment designation at the time of the repayment. The Trustee shall also credit such repayment to the Participant's Accounts in the same proportion as they were charged with the loan.

(k) The Plan Administrator shall make loans available hereunder on a reasonably equivalent basis. The Plan Administrator shall apply objective criteria in a uniform and nondiscriminatory manner to determine whether a loan application should be approved.

(l) All loans made from the Plan shall be subject to such other terms and conditions set forth in written loan procedures as established by the Plan Administrator and/or any written summary describing the Plan, as each may be amended from time to time.

(m) The Plan Administrator may adopt such other rules and regulations relating to loans as it may deem appropriate, including establishing a minimum loan amount.

(n) Loans will not be available on a Participant's Matching or Core Contribution Accounts (including any corrective contributions made to these accounts).

9.3 Withdrawals from Rollover Contribution Account and Roth Rollover Contribution Account. Subject to the provisions of Section 9.6, a Participant who is an Employee shall have the right to withdraw any portion of his Rollover Contribution Account or Roth Rollover Contribution Account at any time.

9.4 Hardship Withdrawals. A Participant who is an Employee but who is ineligible for an in-service distribution under Section 9.5 because he has not attained age 59 ½ shall have the right to withdraw from his Pre-Tax Contribution Account, Roth Contribution Account, or qualified non-elective contribution (QNEC) account only if he has withdrawn all available funds under Section 9.3 above, and he is able to prove "financial hardship" as defined below.

(a) For the purpose of this Section, a "financial hardship" shall mean an immediate and heavy financial need which cannot be met from any other available resource and which is due to:

(i) unreimbursed medical expenses described in Code Section 213(d) (without regard to whether the expenses exceed 10% of adjusted gross income) for which payment is necessary in advance in order to obtain medical services for the

Participant, his spouse, dependents, or designated Beneficiary for such medical expenses already incurred by the Participant, his spouse, dependents, or designated Beneficiary;

(ii) the purchase of the Participant's principal residence (other than mortgage payments);

(iii) the payment of tuition and related educational expenses (including room and board) for the next 12 months of post-secondary education expenses for the Participant, his spouse, dependents (as defined in Code Section 152, but without regard to Code Sections 152(b)(1),(b)(2) and (d)(1)(B)), or designated Beneficiary;

(iv) the need to prevent eviction from, or foreclosure on the Participant's principal residence;

(v) payments for burial or funeral expenses for the Employee's deceased parent, spouse, children, or dependents (as defined in Code Section 152, but without regard to Code Section 152(d)(1)(B)), or designated Beneficiary;

(vi) expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(vii) Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. 100-708, provided that the Participant's principal residence or

principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

(viii) For any other purpose permitted by the Internal Revenue Service in its rulings or published guidance as deemed immediate and heavy financial need for purposes of Code Section 401(k).

The Plan Administrator shall determine in its sole discretion whether a "financial hardship" exists to warrant a withdrawal, and if such hardship exists, the amount of the withdrawal necessary to meet the hardship.

(b) A Participant shall be deemed to lack other resources to satisfy the "financial hardship" if the following conditions are satisfied:

(i) the Participant has withdrawn all amounts, other than hardship distributions, available to him under this Plan and all other qualified plans of the Participating Employers and Affiliated Employers;

(ii) the amount of the withdrawal does not exceed the amount necessary to meet the Participant's "financial hardship", including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution; provided that the Plan Administrator may establish a minimum hardship withdrawal amount.

(iii) In addition, for a distribution that is made on or after January 1, 2020, the Participant must represent (in writing, by an electronic medium or in such other form as may be prescribed by the Internal Revenue Service) that he has insufficient cash or other liquid assets to satisfy the need. The Plan Administrator shall

rely on the representation unless the Plan Administrator has actual knowledge to the contrary.

Additional conditions may be deemed to constitute a lack of other resources to satisfy "financial hardship" under this subsection (b), as determined by the Plan Administrator. In any event, the Plan Administrator shall determine, in its sole discretion, whether a Participant lacks other resources to satisfy the "financial hardship" on the basis of the aforementioned conditions of this subsection (b) and on the basis of all relevant facts and circumstances in a nondiscriminatory manner.

9.5 Withdrawals after Age 59 ½. Subject to the provisions of Section 9.6, a Participant who is an Employee and who has attained age 59 ½ may at any time withdraw all or any portion of his vested Account for any reason.

9.6 Rules Relating to Withdrawals. The following rules shall apply to withdrawals made pursuant to Sections 9.3, 9.4 and 9.5:

(a) A Participant shall request a withdrawal according to such uniform and nondiscriminatory rules as the Plan Administrator may adopt. The Participant will receive such payment as soon as practicable after the Plan Administrator receives the request.

(b) The amount otherwise available as a withdrawal from the Plan under this Article shall be reduced by the amount of any loan outstanding at the time a withdrawal request is made.

(c) To the extent that amounts are available in the Participant's Account, the amount of any hardship withdrawal made pursuant to Section 9.4 may be increased by the reasonably anticipated amount of federal, state, and local taxes, and any penalty taxes (including the 10% excise tax on early distributions) resulting from the withdrawal.

(d) Withdrawals shall be made effective on any Valuation Date as soon as administratively practicable upon approval of the request of the Participant by the Plan Administrator in accordance with such rules as it shall adopt.

(e) Any withdrawal shall be paid in cash.

(f) To the extent otherwise permitted by this Section 9.6 or by the provisions of Section 9.3, 9.4 or 9.5, all withdrawals shall be debited to a Participant's vested Account in accordance with procedures as established by the Plan Administrator.

ARTICLE X

PAYMENT OF BENEFITS

10.1 Entitlement to Distribution. If a Participant terminates employment from the Participating Employer and all Affiliated Employers, or suffers a Disability, he may elect to receive his entire vested Account balance as provided herein.

10.2 Form of Payment. The Participant (or the Beneficiary of a deceased Participant), upon the Participant's retirement, death, Disability, or termination of employment, may elect to receive the assets of his vested Account in any of the following forms, as directed by the Participant:

(a) a single lump sum payment;

(b) a partial lump sum payment (subject to minimum amount and frequency rules established by the Plan Administrator or recordkeeper); or

(c) substantially equal installments over a period specified by the Participant or Beneficiary, provided that any installment payout period is subject to the distribution rules of Section 10.6.

10.3 Time of Payment.

(a) A Participant or Beneficiary entitled to payment under Section 10.1 or Section 7.1 shall apply directly to the Plan's recordkeeper for distribution of such Account in accordance with uniform administrative practices established by the Plan Administrator. The value of the Participant's Account for this purpose shall be determined as of the Valuation Date immediately preceding the date of distribution. Notwithstanding the foregoing, distributions shall commence as required under Section 10.6.

(b) A Participant who is entitled to a distribution under Section 10.1 may elect to defer the commencement of a distribution under this Article to a date which is, except as provided in Section 10.6(c), not later than the April 1 which follows the year in which he attains age 72 (or, for a Participant born on or after January 1, 1951, the April 1 which follows the year in which he attains age 73). If the Beneficiary of any such Participant is also the spouse, the spouse may elect to defer the commencement of a death benefit under Article VII to a date which is not later than the April 1 which follows the year in which such Participant would have attained age 72 (or, with respect to a Participant born on or after January 1, 1951, the April 1 which follows the year in which such Participant would have attained age 73). In the event a Participant or, if applicable, his Beneficiary, elects to defer receipt of his Account pursuant to this subsection, his Account shall continue to be valued in accordance with Article VI and shall be invested in accordance with the Participant's election under Article V.

(c) If a Participant or spouse, if applicable, has elected a deferred payment under subsection (b), he may at any time thereafter elect to change the time or manner of payment of the unpaid portion of his Account in accordance with the further provisions of this Article.

(d) Payment of distributions shall also be subject to the timing and other requirements of Section 10.6.

10.4 Amount of Distribution. The amount of any distribution shall be determined by the amount in the Participant's Account as of the Valuation Date coinciding with or otherwise immediately preceding the distribution.

10.5 Death Benefits after Termination of Employment. In the event of the death of a Participant after termination of employment but prior to the date his Account has been distributed or commenced to be distributed pursuant to Section 10.3, his Account shall be distributed in accordance with Section 7.2.

10.6 Minimum Distribution Requirements.

(a) Distribution of benefits shall not be deferred beyond the April 1 following the calendar year in which a Participant who has terminated employment attains age 72 (or, for a Participant born on or after January 1, 1951, the April 1 following the calendar year in which the Participant who has terminated employment attains age 73), except as provided in Section 10.6(c) below. A Participant may defer commencement of Plan distributions until actual retirement from all Participating Employers if later than the April 1 following attainment of age 72 (or, for a Participant born on or after January 1, 1951, age 73). Distributions hereunder may be in the form of a single lump sum payment equal to the value of such Participant's Account or limited to the amount required to be distributed in such Plan Year based on rules prescribed in Code Section 401(a)(9). Upon the death of a Participant, distribution of his remaining Account shall be made to his non-spouse Beneficiary, no later than five years following such Participant's death. In any event, distributions hereunder shall be made in accordance with Code Section 401(a)(9), including the incidental death benefit requirements of such Code Section, and

regulations thereunder, including Treasury Regulation 1.401(a)(9)-2. Such regulations and applicable rulings or announcements, including any grandfather provisions, are hereby incorporated by reference.

(b) With respect to deaths on or after January l, 2020, the Plan operates in accordance with the provisions of Code section 401(a)(9) as amended by P.L.116-94 and the provision of this paragraph (b) shall apply. Accordingly, distribution of the Participant's entire interest in the Plan must be completed by December 31 of the calendar year containing the tenth anniversary of the Participant's death, except that in the case of an eligible designated beneficiary, amounts may be distributed over the life of such eligible designated beneficiary beginning not later than 1 year after the date of the Participant's death (or as otherwise permitted by Treasury or Internal Revenue Service guidance). For purposes of this paragraph, "eligible designated beneficiary" means an eligible designated beneficiary as defined under Code Section 401(a)(9)(E)(ii) (the Participant's surviving spouse, a minor child of the Participant, a person who is disabled or chronically ill, or any other beneficiary who is not more than 10 years younger than the Participant).

(c) The provisions of Code Section 401(a)(9) override any distribution options under the Plan if inconsistent with the requirement of such Code Section. Effective January 1, 2024, the provisions of this Section 10.6 and Code Section 401(a)(9) shall not apply to a Participant's Roth Contribution Account.

10.7 Investments during Deferred Payment Period. If a Participant or Beneficiary has elected to have his Account distribution deferred to a later date pursuant to Section 10.3(b), the Account will be invested in accordance with the most recent investment direction as provided in Section 5.4.

10.8 Missing Persons. If the Trustee shall be unable, within five years after any amount becomes due and payable from the Plan to a Participant or Beneficiary, to make payment because the identity or whereabouts of such person cannot be ascertained, a notice may be sent by registered mail to the last known address of such person outlining the action to be taken unless such person makes reply to the Plan Administrator within 60 days from the mailing of such notice. The Plan Administrator may direct that such amount and all further benefits with respect to such person shall be forfeited and all liability for the payment thereof shall terminate. However, in the event of the subsequent reappearance of the Participant or Beneficiary prior to termination of the Plan, the benefit which was forfeited (but not any earnings attributable to such forfeiture) shall be reinstated in full. Any benefits forfeited shall be applied to reduce future Matching Contributions to the Plan.

Reinstatement of any benefit forfeited under this Section shall be made by the Participating Employer with an additional contribution to the Plan.

10.9 Direct Rollover Provision. If any Plan distribution is an "eligible rollover distribution" as defined in Code Section 402, a Participant or surviving spouse may elect at the time and in the manner prescribed by the Plan Administrator, to directly roll over such distribution to one or more of the following: a retirement plan qualified under Code Section 401(a), an individual retirement annuity described in Code Section 408(b), an individual retirement account described under Code Section 408(a), an annuity contract described in Code Section 403(b), or an eligible plan under Code Section 457(b) which is maintained by a state, or 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.

The after-tax portion of a distribution may be transferred to a qualified plan described in Code Section 401(a) or a 403(b) annuity; provided, however, that such transfer must be made in a direct trustee-to-trustee transfer and separate accounting is provided for such amounts transferred and the earnings thereon, including the portion of such distribution which is includible in gross income and the portion which is not includible in gross income. The distribution may also be directly rolled over to a Roth IRA as described in Code Section 408A.

For purposes of this Section, the direct rollover rights of the Participant shall also apply to the surviving spouse, spouse, or former spouse of the Participant if such person is an "alternate payee" under a qualified domestic relations order as defined in Code Section 414(p). Furthermore, the direct rollover rights of the Participant shall also apply to a designated beneficiary of the Participant who is other than a surviving spouse or former spouse who is an alternate payee, but only if such distribution is a rollover to an individual retirement account or individual retirement annuity which is treated as an inherited IRA.

Unless the Participant elects otherwise, each eligible rollover distribution that is immediately distributable pursuant to Section 10.12 and that exceeds $1,000 shall be transferred to an individual retirement account designated and established by the Plan Administrator in the name of, and for the benefit of, the Participant or, in the case of a married Participant's death in which the surviving spouse is the sole Beneficiary, such surviving spouse.

10.10 Death during Qualified Military Service. In the case of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits provided under the Plan had the Participant resumed and then terminated employment on account of death.

10.11 Withdrawal during Qualified Military Service and Qualified Reservist Distributions. A Participant performing military service while on active duty for more than thirty (30) days shall be considered to have terminated employment and may request to receive a distribution of his Pre-Tax and Roth Contribution Account but only to the extent required under Code Section 414(u)(12)(B) and regulations thereunder. A Participant who receives such distribution may not make Pre-Tax or Roth Contributions to the Plan during the six (6) month period beginning on the date of the distribution.

Furthermore, a Participant who is a member of a reserve component as defined in Title 37 of U.S.C. Section 101, who was ordered or called to active duty after September 11, 2001 for a period in excess of one hundred and seventy-nine (179) days or an indefinite period may request a distribution of his Pre-Tax Contribution Account and Roth Contribution Account during the period beginning on the date of the order or call to duty and ending at the close of the active duty period.

10.12 Mandatory Cash Out of Small Accounts. Subject to Section 10.9, but notwithstanding Sections 10.2, 10.3 and any other provision to the contrary, if a Participant is entitled to a distribution pursuant to Section 10.1 and the value of a Participant's vested Account (including any Rollover Contribution Account or Roth Rollover Contribution Account) is $5,000 or less (or, effective January 1, 2024, $7,000 or less), such Account shall automatically be distributed in one lump sum payment to the Participant (or Beneficiary, in the case of the Participant's death). Any such distribution of $1,000 or less shall be automatically distributed in one lump sum payment and shall not, unless the Participant or Beneficiary elects otherwise, be transferred to an individual retirement account in a direct rollover. If the amount of such distribution is greater than $1,000 but does not exceed $7,000, the Participant's benefit shall be

payable in the form of a direct rollover to an individual retirement plan (IRA) designated by the Plan Administrator, unless the Participant timely elects in accordance with procedures established by the Plan Administrator to receive such distribution in cash or in a direct rollover to another IRA or eligible retirement plan as described in Section 10.9. Any distribution made pursuant to this Section 10.12 shall be made as soon as practicable after the Participant (or Beneficiary of a deceased Participant) becomes entitled to the distribution pursuant to Section 10.1 in accordance with such uniform and nondiscriminatory procedures as adopted by the Plan Administrator.

ARTICLE XI

PLAN ADMINISTRATION

11.1 Responsibility for Plan and Trust Administration. The Retirement Committee shall have the sole authority to appoint and remove the Trustee and any investment manager which may be provided for under the Trust, and to amend or terminate, in whole or in part this Plan, or the Trust.

11.2 Plan Administrator. The Plan Administrator shall be appointed by the Retirement Committee to perform those ministerial administrative functions of the Plan as specified herein and as otherwise delegated by the Retirement Committee. Subject to the terms of the Plan, the Plan 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.

11.3 Agents of the Plan Administrator and Retirement Committee. The Plan Administrator and Retirement Committee may delegate specific responsibilities to such other persons as the Plan Administrator or Retirement Committee, respectively, shall determine. The

Plan Administrator, if a committee, and the Retirement Committee may authorize one or more of its members, or any agent, to execute or deliver any instrument or to make any payment on behalf of the Plan Administrator. The Plan Administrator and Retirement Committee may employ and rely on the advice of counsel, accountants, and such other persons as may be necessary in administering the Plan.

11.4 Plan Administrator and Retirement Committee Procedures. The Plan Administrator and the Retirement Committee may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator and/or the Retirement Committee shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant or Beneficiary, the Plan Sponsor, Retirement Committee, legal counsel or the Trustee.

The Retirement Committee may adopt such bylaws and regulations as it deems desirable for the conduct of its affairs. All decisions of the Retirement Committee shall be made by the vote of the majority, including actions in writing taken without a meeting.

11.5 Administrative Powers of the Plan Administrator. The Plan Administrator may from time to time establish rules for the administration of the Plan. Except as otherwise herein expressly provided, the Plan Administrator, to the fullest extent provided by law, will have the exclusive right and discretionary authority to interpret the Plan and decide any and all matters arising hereunder in the administration and operation of the Plan, and any interpretations or decisions so made will be conclusive and binding on all persons having an interest in the Plan; provided, however, that all such interpretations and decisions will be applied in a uniform and

nondiscriminatory manner to all Employees. The Plan Administrator shall have no right to modify any provisions of the Plan as herein set forth.

11.6 Benefit Claims Procedures. All claims for benefits under the Plan shall be in writing and shall be submitted to the Plan Administrator.

11.7 Reliance on Reports and Certificates. The Retirement Committee and the Plan Administrator will be entitled to rely conclusively upon all valuations, certificates, opinions, and reports which may be furnished by the recordkeeper, any accountant, controller, counsel, or other person who is employed or engaged for such purposes and shall exercise the authority and responsibility as it deems appropriate to comply with all of the legal and governmental regulations affecting this Plan.

11.8 Other Powers and Duties of the Plan Administrator. The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(b) to prepare and distribute, in such manner it determines to be appropriate, information explaining the Plan;

(c) to receive from the Plan Sponsor, Retirement Committee, Participants and Beneficiaries, such information as shall be necessary for the proper administration of the Plan;

(d) to furnish the Plan Sponsor, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(e) to receive and review the periodic valuations of the Plan made by the recordkeeper;

(f) to receive, review and keep on file (as it deems convenient or proper) reports of benefit payments by the Trustee and/or recordkeeper and reports of disbursements for expenses it directs.

The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan.

11.9 Costs of Administration. All reasonable costs and expenses incurred in administering the Plan and Trust will be paid from the Trust, unless paid by the Participating Employers. The Plan Administrator may allocate expenses to be paid from the Trust among Accounts, and shall have discretion to determine the method of allocation of expenses, including the discretion to determine whether expenses shall be allocated to specific Accounts or to all Accounts, and whether allocation among Accounts sharing in an expense shall be done on a "per capita" or "pro rata" basis or other reasonable method.

11.10 Compensation of the Plan Administrator. No person or persons serving as Plan Administrator on behalf of the Plan Sponsor who is an Employee will receive any compensation for his services as such, but will be reimbursed for reasonable expenses incident to the performance of such services in accordance with the provisions of Section 11.9.

11.11 Member's Own Participation. No person acting on behalf of the Plan Sponsor as Plan Administrator may act, vote, or otherwise influence a decision specifically relating to his own participation under the Plan.

11.12 Liability of the Plan Administrator. No person acting on behalf of the Plan Sponsor as Plan Administrator will be liable for any act of omission or commission except as provided by federal law.

ARTICLE XII

RESPONSIBILITIES OF THE RETIREMENT COMMITTEE AND PLAN ADMINISTRATOR

12.1 Responsibilities of the Retirement Committee. The Retirement Committee will have the following responsibilities and authority with respect to control and management of the Plan and its assets:

(a) to amend the Plan through appropriate written action;

(b) to merge or consolidate the Plan with, or transfer all or part of the assets or liabilities to, any other plan;

(c) to control and manage the operation and administration of the Plan through the Plan Administrator;

(d) to appoint, remove, and replace the person, persons or committee serving as the Plan Administrator and to monitor such person's performances;

(e) to appoint, remove and replace one or more investment funds and Plan Trustees or to refrain from such appointments, and to monitor their performances; and

(f) to perform such additional duties as are imposed by law.

12.2 Responsibilities and Authority of the Trustee. The Trustee will manage and control the assets of the Plan, except to the extent that such responsibilities are specifically assigned hereunder to the Plan Sponsor or the Retirement Committee or to the Plan Administrator.

12.3 Responsibilities Not Shared. Except as otherwise specified herein or required by applicable law, the Plan Sponsor and the Plan Administrator will each have only those responsibilities that are specifically assigned to it hereunder, and neither the Plan Sponsor nor the

Plan Administrator will incur liability because of improper performance or nonperformance of responsibilities specifically assigned to the other.

12.4 Dual Fiduciary Capacity Permitted. Any person or group of persons may serve in more than one fiduciary capacity.

12.5 Advice. The Retirement Committee and the Plan Administrator may employ or retain such attorneys, accountants, investment advisors, auditors, consultants, specialists, recordkeepers, and other persons or firms as it deems necessary or desirable to advise or assist it in the performance of its duties. Unless otherwise provided by law, the Retirement Committee and the Plan Administrator will be fully protected with respect to any action taken or omitted by it in reliance upon any such person or firm.

12.6 Indemnification. The Plan Sponsor, to the extent permitted by law, will indemnify and hold harmless the Retirement Committee, the Plan Administrator, and every other person who is an Employee serving as a fiduciary from and against all loss, damages, liability, and reasonable costs and expenses, incurred in carrying out his fiduciary responsibilities, unless due to the bad faith or willful misconduct of such person, provided that a fiduciary's counsel fees and amount paid in settlement must be approved by the Plan Sponsor. The preceding sentence will not apply to the recordkeeper, Trustee, or to an investment manager, except as the Plan Sponsor and such recordkeeper, Trustee, or investment manager may otherwise agree in writing.

ARTICLE XIII

AMENDMENT AND TERMINATION

13.1 Internal Revenue Service Qualification. It is the intention of the Plan Sponsor that the Plan shall be and remain qualified and exempt under Code Sections 401(a) and 501(a) and meet the requirements of Code Sections 401(k) and 401(m). The Plan Sponsor may authorize any modification or amendment of this Plan that is deemed necessary or appropriate to

qualify or maintain the qualification and exemption of the Plan within the requirements of Code Sections 401(a), 401(k), 401(m), and 501(a), or any other applicable provisions of the Code as now in effect or hereafter amended or adopted.

13.2 Amendment and Termination by the Plan Sponsor. The Plan Sponsor reserves the right to modify, suspend or terminate the Plan in whole or in part (including the provisions relating to contributions) through the written action or vote of the Retirement Committee. In addition, the Plan Administrator may amend or modify any or all of the provisions of the Plan to ensure the continued qualification of the Plan under Code Section 401(a), to comply with other applicable Internal Revenue Service or other governmental requirements, or to make such other administrative or nonsubstantive changes as it deems appropriate, and provided such other guidelines as may be adopted by the Retirement Committee are satisfied.

The Plan Sponsor shall not have the power to modify, suspend, amend or terminate the Plan in such manner as will cause or permit any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of Participants or their Beneficiaries, or for the payment of expenses pursuant to the provisions of the Plan. Further, except as otherwise specifically provided in Section 4.7, no portion of the Trust may revert to or become the property of the Plan Sponsor, so as to divest a Participant from or deprive him of any benefits which may have accrued to him.

Notwithstanding anything to the contrary contained herein, upon such termination of the Plan, the Plan Sponsor shall have no obligation or liability whatsoever to make any further payments to the Trustee.

13.3 Valuation of Assets. In determining the value of the Accounts of the Participants as of the date of the termination of the Plan, the assets of the Trust shall be valued at fair market

value as of the close of business on the termination date. The Accounts of the Participants shall be adjusted in the manner provided in Article VI.

13.4 Distribution of Assets. If the Plan is terminated, the Trustee, at the direction of the Plan Sponsor shall continue to maintain the Trust, as permitted by applicable law, until all assets remaining in the Trust after payment of any expenses properly chargeable to the Trust are distributed to Participants or their Beneficiaries. Such distribution shall be equal to the value of the Accounts of the Participants as of the date of the termination of the Plan adjusted for any earnings and expenses of the Trust and Plan between such date and the date of distribution. Payment will be made in cash or in kind, or partly in cash and partly in kind, in such manner as the Plan Administrator shall determine and as may be required by applicable law. The Plan Administrator's determination shall be final and binding on all persons.

ARTICLE XIV

TOP-HEAVY PLAN REQUIREMENTS

14.1 General Rule. For any Plan Year for which this Plan is a Top-Heavy Plan as defined in Section 14.5, any other provisions of the Plan to the contrary notwithstanding, the Plan shall be subject to the following provisions:

(a) The minimum vesting and contribution provisions of Section 14.2, and

(b) The limitation on contributions set by Section 14.3.

14.2 Minimum Contribution Provisions. In the event that the Plan is Top-Heavy, and subject to the provisions of Sections 14.3 and 14.4, each Eligible Employee who (a) is a Non-Key Employee (as defined in Section 14.7) and (b) is employed on the last day of the Plan Year shall be entitled to have a minimum contribution allocated to his Account of not less than 3% (the "Minimum Contribution Percentage") of his Compensation or such other amount, if any, as may be necessary to comply with the rules established by the Internal Revenue Service. Pre-Tax

Contributions may not be used to satisfy the minimum contribution provisions of this Section 14.2. Matching Contributions, however, shall be taken into account for purposes of satisfying the minimum contribution requirements of Code Section 416(c)(2) and the Plan. The preceding sentence shall apply with respect to Matching Contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan.

The Minimum Contribution Percentage set forth above shall be reduced for any Plan Year to the percentage at which contributions are made (or required to be made) under the Plan for the Plan Year for the Key Employee (as defined in Section 14.6) for whom such percentage is the highest for such Plan Year.

For this purpose the percentage with respect to a Key Employee shall be determined by dividing the contributions made for such Key Employee by his Compensation for the Plan Year.

Contributions taken into account under the immediately preceding sentence shall include contributions under this Plan and under all other defined contribution plans required to be included in an Aggregation Group (as defined in Section 14.5) but shall not include any plan required to be included in such Aggregation Group if such plan enables a defined benefit plan required to be included in such group to meet the requirements of the Code prohibiting discrimination as to contributions or benefits in favor of Employees who are officers) shareholders or the highly compensated or prescribing the minimum participation standards.

Contributions taken into account under this Section 14.2 shall not include any contributions under the Social Security Act or any other federal or state law.

14.3 Limitation on Contributions. In the event that the Plan Sponsor also maintains a defined benefit plan providing benefits on behalf of Participants of this Plan) the following provision shall apply: If for the Plan Year this Plan would not be a Top-Heavy Plan if "90%" were substituted for "60%," then Section 14.2 shall apply for such Plan Year as if amended so that "4%" were substituted for the "3%."

14.4 Coordination with Other Plans. In the event that another defined contribution or defined benefit plan maintained by the Plan Sponsor provides contributions or benefits on behalf of Participants in this Plan, such other plan shall be treated as a part of this Plan pursuant to the applicable principles set forth in Revenue Ruling 81 -202 in determining whether the plans are providing benefits at least equal to the minimum benefit required under the defined benefit plan.

14.5 Top-Heavy Plan Definitions. This Plan shall be a Top-Heavy Plan for any Plan Year if, as of the Determination Date, the aggregate of the Accounts under the Plan for Participants who are Key Employees exceeds 60% of the present value of the aggregate of the Accounts for all Participants, or if this Plan is required to be in an Aggregation Group which for such Plan Year is a Top-Heavy Group. For purposes of making this determination, the present value of the aggregate of the Accounts for a Participant (i) who is not a Key Employee, but who was a Key Employee in a prior year, or (ii) who has not performed any service for the Plan Sponsor at any time during the five-year period ending on the Determination Date, shall be disregarded.

(a) "Determination Date" shall mean for any Plan Year the last day of the immediately preceding Plan Year (except that for the first Plan Year the Determination Date means the last day of such Plan Year).

(b) "Aggregate of the Accounts" shall mean the sum of (i) the Accounts determined as of the most recent Valuation Date that is within the 12-month period ending on the Determination Date, and (ii) the adjustment for contributions due as of the Determination Date, and as described in the regulations under the Code.

(c) "Aggregation Group" shall mean the group of plans, if any, that includes both the group of plans that are required to be aggregated and, if the Plan Administrator so elects, the group of plans that are permitted to be aggregated.

(i) The group of plans that are required to be aggregated (the "Required Aggregation Group") includes: (a) each plan of the Plan Sponsor or Affiliated Employer in which a Key Employee is a Participant, including collectively-bargained plans, and (b) each other plan of the Plan Sponsor or Affiliated Employer including collectively bargained plans, which enables a plan in which a Key Employee is a Participant to meet the requirements of the Code prohibiting discrimination as to contributions or benefits in favor of Employees who are officers, shareholders or the highly-compensated or prescribing the minimum participation standards.

(ii) The group of plans that are permitted to be aggregated (the "Permissive Aggregation Group") includes the Required Aggregation Group plus one or more plans of the Plan Sponsor or Affiliated Employer that is not part of the Required Aggregation Group and that the Plan Administrator certifies as constituting a plan within the Permissive Aggregation Group. Such plan or plans may be added to the Permissive Aggregation Group only if, after the addition, the Aggregation Group as a whole continues not to discriminate as to contributions or benefits in favor of Employees who are officers, shareholders or the highly-compensated and to meet the minimum participation standards under the Code.

(d) "Top-Heavy Group" shall mean the Aggregation Group, if as of the applicable Determination Date, the sum of the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in the Aggregation Group plus the aggregate of the accounts of Key Employees under all defined contribution plans included in the Aggregation Group exceeds 60% of the sum of the present value of the cumulative accrued benefits for all Employees under all such defined benefit plans plus the aggregate accounts for all Employees under such defined contribution plans. For purposes of making this determination, the present value of the accrued benefits for a Participant (i) who is not a Key Employee, but who was a Key Employee in a prior year or (ii) who has not performed services for the Plan Sponsor or any Affiliated Employer at any time during the one-year period ending on the Determination Date, shall be disregarded. If the Aggregation Group that is a Top-Heavy Group is a Required Aggregation Group, each plan in the Group will be Top-Heavy. If the Aggregation Group that is a Top-Heavy Group is a Permissive Aggregation Group, only those plans that are part of the Required Aggregation Group will be treated as Top- Heavy. If the Aggregation Group is not a Top-Heavy Group, no plan within such Group will be Top-Heavy.

(i) In determining whether this Plan constitutes a Top-Heavy Plan, the Plan Administrator shall make the following adjustments in connection therewith:

(ii) When more than one plan is aggregated, the Plan Administrator shall determine separately for each plan as of each plan's determination date the present value of the accrued benefits or the sum of Account balances. Such accrued benefits shall be determined by using the method which is used for accrual purposes for all plans of the Plan Sponsor or Affiliated Employer, or, if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under Code Section 411(b)(1)(C).

(iii) The present values 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 Code Section 416(g)(2) during the one-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 Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period". The accrued benefits and accounts of any individual who has not performed services for the Plan Sponsor or Affiliated Employer during the one-year period ending on the Determination Date shall not be taken into account.

(iv) Further, in making such determination, such present value or such Account shall include any rollover contribution (or similar transfer), as follows:

(A) If the rollover contribution (or similar transfer) is initiated by the Employee and made to or from a plan maintained by another employer, the plan providing the distribution shall include such distribution in the value of such account; the plan accepting the distribution shall not include such distribution in the value of such account unless the plan accepted it before December 31, 1983.

(B) If the rollover contribution (or similar transfer) is not initiated by the Employee or made from a plan maintained by another employer, the plan accepting the distribution shall include such distribution in the present value of such account, whether the plan accepted the distribution before or after December 31, 1983; the plan making the distribution shall not include the distribution in the present value of such account.

14.6 Key Employee. Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual compensation greater than $175,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2017), or otherwise a Key Employee as determined in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder. For this purpose, annual compensation means Compensation (as modified by the final paragraph of Section 1.6).

14.7 Non-Key Employee. The term "Non-Key Employee" shall mean any Employee who is not a Key Employee.

14.8 Change from Top-Heavy Status. In the event the Plan should become a Top-Heavy Plan for a Plan Year and subsequently reverts to a Plan which is not Top-Heavy, the change from a Top- Heavy Plan to a Plan which is not Top-Heavy shall not reduce a Participant's Account.

ARTICLE XV

GENERAL PROVISIONS

15.1 Plan Voluntary. Although it is intended that the Plan shall be continued and that contributions shall be made as herein provided, this Plan is entirely voluntary on the part of the Plan Sponsor and the continuance of this Plan and the payment of contributions hereunder are not to be regarded as contractual obligations of the Plan Sponsor, or guarantee or promises to payor to cause to be paid any of the benefits provided by this Plan. Each person who shall claim the right to any payment or benefit under this Plan shall be entitled to look only to the Trust for any such payment or benefit and shall not have any right, claim, or demand therefore against the Plan Sponsor, except as provided by applicable law. The Plan shall not be deemed to constitute

a contract between the Plan Sponsor or any other Participating Employer and any Employee or to be a consideration for, or an inducement for, the employment of any Employee by a Participating Employer. Nothing contained in the Plan shall be deemed to give any Employee the right to be retained in the service of the Plan Sponsor or any other Participating Employer or to interfere with the right of the Plan Sponsor or any other Participating Employer to discharge or to terminate the service of any Employee at any time without regard to the effect such discharge or termination may have on any rights under the Plan.

15.2 Payments to Minors and Incompetents. If the Plan Administrator receives evidence satisfactory to it that any person entitled to receive a benefit is, at any time when such benefit becomes payable, either a minor or physically or mentally incompetent to receive such a benefit and to give a valid release therefore, and that another person or an institution is then maintaining or has custody of said person, and that no guardian, committee or other representative of the estate of such person shall have been duly appointed, the Plan Administrator may authorize the payment of the benefit, otherwise payable to such person, to such other person or institution, provided the release of such other person or institution shall constitute a valid and complete discharge for the payment of such benefit.

15.3 Non-Alienation of Benefits. No amount payable to, or held under the Plan for the account of, any Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; nor shall any amount payable to, or held under the Plan for the account of, any Participant be in any manner liable for his debts, contracts, liabilities, engagements, or torts, or be subject to any legal process to levy

upon or attach, except as may be provided under a qualified domestic relations order as defined in Code Section 414(p).

Under a qualified domestic relations order, an alternate payee who had been married to the Participant may be treated as a spouse with respect to the portion of the Participant's benefit in which such alternate payee has an interest provided that the qualified domestic relations order provides for such treatment. However, under no circumstances may the spouse of any alternate payee (who is not a Participant hereunder) be treated as a spouse under the terms of the Plan.

Promptly after receipt of any order purporting to be a qualified domestic relations order, the QDRO administrator shall mail notice to the Participant and each alternate payee or representative named in said order or otherwise designated by any such alternate payee to the effect that it will consider 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 QDRO administrator shall in good faith determine whether said order is a qualified domestic relations order or request further instructions from a court. During any period before the QDRO 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 QDRO 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 in accordance with such order. If the order is not so determined within 18 months, the QDRO 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.

15.4 Use of Masculine and Feminine; Singular and Plural. Wherever used in this Plan, the masculine gender will include the feminine gender and the singular will include the plural, unless the context indicates otherwise.

15.5 Merger, Consolidation or Transfer. In the event that the Plan is merged or consolidated with any other plan, or should the assets or liabilities of the Plan be transferred to any other plan, each Participant shall be entitled to a benefit immediately after such merger, consolidation, or transfer if the Plan should then terminate equal to or greater than the benefit he would have been entitled to receive immediately before such merger, consolidation, or transfer if the Plan had then terminated.

15.6 Leased Employees. Any individual who performs services for the Participating Employer and who, by application of Code Section 414(n)(2) and regulations issued pursuant thereto, would be considered a "leased employee," shall, for purposes of determining the number of Employees of all Participating Employers and Affiliated Employers and for purposes of the requirements enumerated in Code Section 414(n)(3), be considered an Employee. When the total of all leased employees constitutes less than 20% of the Plan Sponsor's and all Affiliated Employer's non-highly compensated work force within the meaning of Code Section 414(n)(5)(c)(ii), however, a "leased employee" shall not be considered an Employee if the organization from which the individual is leased maintains a qualified safe harbor plan (as defined in Code Section 414(n)(5)) in which such individual participates.

"Leased employees" who are deemed to be Employees for purposes of this Section shall not be eligible to participate in the Plan unless specifically provided for in Article II.

15.7 Governing Law. The Plan shall be administered, construed, and enforced according to the laws of the Commonwealth of Massachusetts to the extent such laws are not preempted by applicable Federal law.

15.8 Severability. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if such provision had not been included.

15.9 Captions. The captions contained in the Plan are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge, or describe the scope or intent of the Plan nor in any way affect the construction of any provision of the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this instrument to be executed by its duly authorized officer, as of the 31st day of December, 2024.

THE ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE

By: _____
His Excellency Richard G. Henning, S.T.D.
Archbishop of Boston

Schedule I

CARES Act

1. Definitions. The following definitions apply for purposes of this Schedule I.

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

B. "CARES Act Qualified Individual" shall mean a Participant who has certified in the form provided by the recordkeeper that:

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

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

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

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

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

(f) The Participant is treated as eligible under guidance issued by the Internal Revenue Service.

2. CARES Act Loan Provisions.

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

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

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

3. CARES Act Withdrawal Provisions.

The Plan permitted COVID-related withdrawals as provided for under the CARES Act. A COVID-related withdrawal is a distribution (which may be an in-service withdrawal) taken prior to December 31, 2020, not to exceed $100,000 or the Participant's Account balance (if less) made to a CARES Act Qualifying Individual who makes a certification that the amount of the

withdrawal, when combined with all withdrawals required to be aggregated with the Plan COVID-related withdrawal, does not exceed $100,000. A COVID-related withdrawal is not subject to mandatory 20% withholding and receives other favorable tax treatment as provided in the CARES Act.

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

4. RMD Relief

Notwithstanding the provisions of Section 10.6 or other provisions of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of the CARES Act (2020 RMDs) may elect to suspend scheduled distributions in accordance with rules established by the Plan's recordkeeper. A Participant otherwise required to receive 2020 RMDs shall commence or continue to receive 2020 RMDs absent an affirmative election filed with the Plan's recordkeeper to suspend such distributions. In addition, notwithstanding the other provision of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, 2020 RMDs may be treated as eligible rollover distributions to the extent provided in applicable guidance.

Schedule II

Vesting and Forfeiture Provisions

(Generally applicable with respect to pre-January 1, 2016 benefits)

1. Definitions. The following definitions apply for purposes of this Schedule II.

(a) "One-Year Break in Service" shall mean a consecutive 12 month period commencing on an Employee's service termination date (or anniversary thereof) in which such Employee does not complete more than 500 Hours of Service.

2. Application of Break in Service Rules.

If an Employee completes one Year of Service and terminates employment and incurs a One Year Break in Service, his Years of Service shall be restored if the Employee is vested in his Matching Contribution Account or Core Contribution Account or he had less than five consecutive One Year Breaks in Service (and provided he is otherwise considered an Eligible Employee). If the Employee forfeited his Matching Contribution Account or Core Contribution Account pursuant to Section 4 of this Schedule II, such portion of his forfeited Account shall be restored. If such an Employee incurred at least five consecutive One Year Breaks in Service and he had not vested in such portion of his Account, his Years of Service shall not be restored, he shall have no further right to the portion of his Matching Contribution Account and/or Core Contribution Account forfeited pursuant to Section 4 of this Schedule II, and his Reemployment Date shall be considered his Employment Date for purposes of applying the above rules.

3. Return from Disability.

A Participant who immediately returns to employment with a Participating Employer upon recovery from a Disability shall have all of his prior Years of Service restored. Such Participant shall always remain fully vested in the value of his Matching and Core Contribution Accounts determined prior to the date on which such Participant returns to the employment of a

Participating Employer following a Disability, including all subsequent earnings on such amounts held in such accounts. However, any Matching Contributions for any Plan Year prior to 2016 or Core Contributions made subsequent to his return to employment following a Disability shall be subject to the vesting provisions of the Plan as then in effect based on all of the Participant's Years of Service.

4. Forfeitures.

For Plan Years prior to 2016, if a Participant who was less than 100% vested in his Matching Contribution Account or Core Contribution Account terminated employment, the nonvested portion of such Accounts was forfeited as of the first day of the Plan Year following his termination of employment. The amount so forfeited shall be applied to reduce the contribution which the Employer is otherwise required to make (including Matching Contributions pursuant to Section 4.1), and any amount not so applied shall be used by the Employer to defray reasonable administration expenses in its sole discretion.

5. Reemployment.

If an Employee who was not vested in his Matching Contribution Account or Core Contribution Account terminated employment prior to 2016 and is later reemployed by a Participating Employer or an Affiliated Employer, the Employee's Years of Service and vested Interest in his Core Contribution Account and pre-2016 Matching Contribution Account that was forfeited shall be determined pursuant to the rules in this Schedule II.

6. Annual Additions.

The Annual Addition limit of Section 4.5 shall take into account any forfeitures not used to defray reasonable administration expenses and instead allocated among Employees' Accounts.