INTRODUCTION .................................................................................................................................................. 1
ELIGIBILITY FOR PARTICIPATION .......................................................................................................................... 1
      Eligible Employee ............................................................................................................................................... 1
      Elective Deferral Contributions ..................................................................................................................... 2
      Matching Contributions and Profit Sharing Contributions ........................................................................... 2
      Computing Service .......................................................................................................................................... 2
CONTRIBUTIONS TO THE PLAN ............................................................................................................................ 2
      Elective Deferral Contributions ..................................................................................................................... 2
      Automatic Contributions ............................................................................................................................... 3
      Roth Contributions ......................................................................................................................................... 3
      Amount of Matching Contributions ............................................................................................................ 4
      Allocation of Matching Contributions ......................................................................................................... 4
      Profit Sharing Contributions ......................................................................................................................... 4
      Qualified Non-Elective Contributions ........................................................................................................... 5
      Rollovers.......................................................................................................................................................... 5
      Military Service ............................................................................................................................................... 5
      Limits on Contributions .................................................................................................................................. 5
      Compensation .................................................................................................................................................. 5
VESTING ................................................................................................................................................................... 5
      Elective Deferral Account, Voluntary Contribution Account, Rollover Contribution Account and Qualified Non-Elective Contribution Account .......................................................................................................................... 5
      Matching Contribution Account and Profit Sharing Contribution Account ................................................. 6
      Special Vesting Rules ..................................................................................................................................... 6
      Forfeitures ........................................................................................................................................................ 6
      Year of Vesting Service .................................................................................................................................. 7
DISTRIBUTIONS ....................................................................................................................................................... 7
      Commencement of Distributions .................................................................................................................... 7
      Normal Retirement Age .................................................................................................................................. 7
      Timing and Form of Payment ........................................................................................................................... 7
      Cash Out ........................................................................................................................................................... 8
      Beneficiary....................................................................................................................................................... 8
IN-SERVICE DISTRIBUTIONS ................................................................................................................................... 9
      In-service Distributions upon Normal Retirement Age .................................................................................. 9
      Attainment of Age 59-1/2.................................................................................................................................. 9
      Rules Regarding In-service Distributions ...................................................................................................... 9
      Loans ............................................................................................................................................................... 9
INVESTMENTS ............................................................................................................................................................ 9
      Participant Self Direction .................................................................................................................................. 9
INTRODUCTION

Diocese of Steubenville (the “Employer”) established the Diocese of Steubenville Money Purchase Plan (the “Plan”) effective July 01, 1979. This Summary describes the Plan as restated effective July 01, 2019.

This revised Summary supersedes all previous Summaries. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Diocese of Steubenville has concluded that it is a “church” for purposes of the Internal Revenue Code of 1986, as amended (the “Code”) and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and that the parishes schools, etc. it oversees are part of the church, in a single employer plan, and may participate in the Plan by making contributions to the Plan, without requiring other action to adopt the Plan.

It is the intention of the Employer that the Plan be considered a “church plan,” as defined in Code Section 414(e) and ERISA Section 3(33), which has not made the election provided under Code Section 410(d) (i.e., the Plan is a “non-electing church plan”). Therefore, ERISA does not apply to the Plan, and certain provisions of the Code that apply to other qualified plans do not apply to this Plan.

The Diocese of Steubenville Money Purchase Plan was established as a money purchase plan. Money purchase plan contributions, Required contributions, and Voluntary contributions have been frozen effective June 30, 2019, and the Plan has been amended and restated effective July 1, 2019 as the Diocese of Steubenville Retirement Plan, a profit sharing 401(k) plan. If this were not a church plan, the money purchase plan characteristics (e.g., Code Sections 401(a)(11) and 417 joint and survivor annuity rules) would be required to be maintained with respect to money purchase plan account balances. These requirements do not apply to church plans. Nonetheless, Employer has elected to provide that each Participant’s and Beneficiary’s total accrued benefit immediately after the amendment and restatement shall be equal to or greater than the Participant’s and Beneficiary’s total accrued benefit immediately before the merger, and such total accrued benefit is nonforfeitable after the merger. The before-tax and after-tax accounts will be made maintained separately to reflect their nonforfeitability and tax status. Participants’ matching contributions and any profit sharing contributions will be subject to the vesting schedule set forth in the Plan.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an “Eligible Employee” if you are employed by Diocese of Steubenville or any affiliate who has adopted the Plan. However, you are not an “Eligible Employee” if you are a member of any of the following classes of employees:

For purposes of Elective Deferral Contributions, Matching Contributions and Profit Sharing Contributions, any employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.
The term “Eligible Employee” will not include: An Employee who is employed as a priest or male or female religious employee is excluded from eligibility in the Plan for purposes of all contributions.

**Elective Deferral Contributions**

You will become eligible to make Elective Deferral Contributions on the first day of the calendar month, coincident with or next following the date you first perform an Hour of Service as an Eligible Employee.

**Matching Contributions and Profit Sharing Contributions**

You will become a Participant eligible to begin receiving Matching Contributions and Profit Sharing Contributions on the first day of the calendar month coincident with or next following the date you complete one (1) Year of Eligibility Service, provided that you are an Eligible Employee on that date.

**Computing Service**

With respect to eligibility to receive Matching Contributions and Profit Sharing Contributions, “Year of Eligibility Service” means an Eligibility Computation Period during which you complete at least 700 Hours of Service.

“Eligibility Computation Period” means a 12-consecutive month period beginning with your first day of employment. Any succeeding Eligibility Computation Period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Employer (however, numerous exceptions and special rules apply).

All eligibility service with the Employer is taken into account.

If you make or receive eligible contributions you will be a “Participant” in the Plan.

**CONTRIBUTIONS TO THE PLAN**

**Account**

“Account” means all of the contributions, of whatever type, made to the Plan for a Participant, including the earnings and losses on those contributions.

**Elective Deferral Contributions**

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferral Contributions. You may elect to defer up to 100% of your Compensation on a pre-tax basis. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferral Contributions during any calendar year ($19,000 in 2019). However, if you are age 50 or over, you may defer an additional amount, called a “Catch-up Contribution”, of up to $6,000 (in 2019). The Internal Revenue Code may further restrict Elective Deferral Contribution elections by “highly compensated” Participants.
You may elect to start, increase, reduce or totally suspend your elections to contribute to the Plan effective as of each pay period.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferral Contributions is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

**Automatic Contributions**

If after receiving a notice from the Plan Administrator, you do not make an Elective Deferral Contribution election you will be deemed to have made an Elective Deferral Contribution election in the amount of 3.5% of your Compensation.

**NOTE:** The automatic elections specified above will not apply if you already had an Elective Deferral Contribution election in effect on the effective date of the automatic enrollment feature.

The automatic elections specified above will be designated as pre-tax Elective Deferral Contributions.

**Roth Contributions**

The Plan allows Elective Deferral Contributions to be made as Roth Contributions. Roth Contributions are Elective Deferral Contributions that are made in the same manner as your pre-tax Elective Deferral Contributions except that Roth Contributions are made to the Plan on an after-tax basis. If certain requirements are met, a “qualified distribution” from your Roth Contribution Account in the Plan will not be taxed. Please note that Roth Contributions are “Matched Employee Contribution.” The Employer will match contributions you make as Roth Elective Deferral Contributions.

You must designate how much you would like to contribute on a pre-tax basis (normal Elective Deferral Contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your Elective Deferral Contribution elections as normal pre-tax contributions.

The sum of your Roth Contributions and regular Elective Deferral Contributions may not exceed the annual limit on regular Elective Deferral Contributions mentioned above.

As was mentioned above, a “qualified distribution” of your Roth Contributions (and earnings) is not taxable. A “qualified distribution” must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

(i) the distribution must be made after you attain age 59-1/2;

(ii) the distribution must be made to your beneficiary after your death; or

(iii) the distribution must be made on account of your disability.
Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

**Amount of Matching Contributions**

The Employer may, in its sole discretion, make a Matching Contribution on your behalf if you make a “Matched Employee Contribution” during the Plan Year. A “Matched Employee Contribution” is any Elective Deferral Contribution or Catch-up Contribution that you may make.

If you make a “Matched Employee Contribution” the Employer may contribute to your Matching Contribution Account in an amount and allocation formula as determined by the Employer in its sole discretion.

Please note that if you are an Eligible Employee and terminate employment with the Employer due to death, disability or attainment of Normal Retirement Age you will still be eligible to receive a Matching Contribution regardless of whether you meet any service requirement and/or last day requirement described in this Section.

**Allocation of Matching Contributions**

To the extent Matching Contributions are made to the Plan, the requirements specified in the previous paragraph will be applied pro rata to the period upon which the Matching Contributions are related.

The Internal Revenue Code may also further restrict Matching Contributions for highly compensated employees.

**Profit Sharing Contributions**

The Employer may, in its sole discretion, make a Profit Sharing Contribution to the Plan on your behalf. You will be eligible to receive an allocation if you have completed at least one (1) hour of service during the Plan Year.

Please note that if you are an Eligible Employee and terminate employment with the Employer due to death, disability or attainment of Normal Retirement Age you will be eligible to receive a Profit Sharing Contribution regardless of whether you meet any service requirement and/or last day requirement described in this Section.

Profit Sharing Contributions will be allocated to the Profit Sharing Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such contributions will be allocated to the Profit Sharing Contribution Account of each Participant eligible in pro rata shares.

**Qualified Non-Elective Contributions**

In addition to the contributions described above, the Employer may make additional Qualified Non-Elective Contributions for the benefit of such Participants determined at the discretion of the Employer.
Rollovers

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account. In general, any eligible rollover distribution will be accepted by the Plan; however, the Plan Administrator may establish procedures that regulate the method by which Rollover Contributions will be accepted.

Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, your survivors may be eligible to receive benefits or service credit if you die while performing qualified military service.

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount ($56,000 in 2019). In addition, contributions cannot exceed 100% of your total Compensation.

Compensation

“Compensation” means wages that are shown as taxable wages on your IRS Form W-2. For any self-employed individual, Compensation will mean earned income. Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer. For purposes of Elective Deferral Contributions, Matching Contributions and Profit Sharing Contributions, Compensation will also include any amount you elect to defer on a tax-preferred basis to any Employer benefit plan. For purposes of Matching Contributions and Profit Sharing Contributions, Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan.

No more than $280,000 (in 2019) of Compensation may be taken into account in determining your benefits under the Plan.

VESTING

Elective Deferral Account, Voluntary Contribution Account, Rollover Contribution Account and Qualified Non-Elective Contribution Account

You are always fully (100%) vested in your Elective Deferral Account, Voluntary Contribution Account, Rollover Contribution Account and Qualified Non-Elective Contribution Account.
Matching Contribution Account and Profit Sharing Contribution Account

Your interest in your Matching Contribution Account and Profit Sharing Contribution Account will vest based on your Years of Vesting Service (defined below) in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vesting Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than Two Years</td>
<td>0%</td>
</tr>
<tr>
<td>Two Years but less than Three Years</td>
<td>20%</td>
</tr>
<tr>
<td>Three Years but less than Four Years</td>
<td>40%</td>
</tr>
<tr>
<td>Four Years but less than Five Years</td>
<td>60%</td>
</tr>
<tr>
<td>Five Years but less than Six Years</td>
<td>80%</td>
</tr>
<tr>
<td>Six or More Years</td>
<td>100%</td>
</tr>
</tbody>
</table>

However, if the Employer must make a Matching Contribution to your Account in order to satisfy certain nondiscrimination tests required by the Internal Revenue Code, you will be 100% vested in those Matching Contributions.

Special Vesting Rules

You will become fully (100%) vested upon your attainment of Normal Retirement Age while an employee, your death while an employee or becoming disabled while an employee.

The following vesting schedule will apply to Money purchase pension account balances:

6-Year Graded

Forfeitures

If You Receive a Distribution. If your employment with the Employer terminates and you receive a distribution of the entire vested portion of your Account, you will forfeit the nonvested portion of your Account. If the value of your vested Account balance is zero, you will be deemed to have received a distribution of your Account.

If You Do Not Receive a Distribution. If your employment with the Employer terminates and you do not receive a complete distribution of the vested portion of your Account, you will forfeit the nonvested portion of your Account after the date you incur five consecutive One-Year Breaks in Service.

Reemployment. If you receive or are treated as receiving a distribution and you resume employment, the amounts you have forfeited (if any) will be restored to your Account if you repay the full amount of the previous distribution before the earlier of five (5) years after the first date on which you are subsequently reemployed, or the date you incur five (5) consecutive One-Year Breaks in Service following the date of the distribution.
Year of Vesting Service

“Year of Vesting Service” means a vesting computation period during which you complete 700 hours of service during the Plan Year.

The vesting computation period is the Plan Year.

DISTRIBUTIONS

Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to Disability. The distribution will start at the time specified in the section titled “Timing and Form of Payment” below.

Late Retirement. If you continue working for the Employer after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. You may elect to have the Plan Administrator begin the distribution of your benefit at any time after reaching your Normal Retirement Age (even if you are still working) by providing the Plan Administrator with a written election that you want your benefits to begin.

Death. If you die, your beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled “Timing and Form of Payment” below.

Normal Retirement Age

“Normal Retirement Age” means the date you reach age 65.

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death your Account will be distributed in a lump sum payment. This is your normal form of payment. Payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your Account is payable in cash. If you do not choose a form of payment, the payment will be made in the form of a lump sum distribution.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death unless an election is made by your beneficiary to receive distributions in accordance with (1) and (2) below:

(1) Distributions may be made over the life or over a period certain not greater than the life expectancy of the beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;

(2) If the beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item (1) above will not be earlier than the later of (A) December 31 of the calendar year
immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

Cash Out

After your termination of employment with the Employer, if the vested amount of your Account (excluding rollovers) does not exceed $1,000 (or such lesser amount as determined by the Plan Administrator), your vested Account balance will be distributed directly to you in cash. If the vested amount of your Account balance is more than $1,000 (or such lesser amount as determined by the Plan Administrator) but less than $5,000, your vested Account will be distributed from the Plan. You may either elect to receive this distribution in cash or to roll over the distribution to an individual retirement account (IRA) or the qualified plan of your new employer (but only if your new employer’s plan allows such rollovers). However, if you do not timely return your election forms, the Plan Administrator will transfer your vested Account to an IRA established in your name; unless the distribution occurs after the Required Beginning Date. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. Fees and expenses shall not exceed fees and expenses for comparable IRAs of the IRA provider for reasons other than automatic rollovers, and all fees and expenses will be charged to the IRA owner. For further information concerning the Plan’s automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator at the phone number found in the “ADMINISTRATIVE INFORMATION” section at the end of this Summary.

If the vested amount of your Account exceeds $5,000, you must consent to any distribution of your Account. However, the Plan Administrator will distribute your vested Account balance in a lump sum without your consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 70-1/2 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Employer.

Beneficiary

You have the right to designate, in a written form acceptable to the Plan Administrator, one or more primary and one or more secondary beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole beneficiary unless he or she consents to the designation of another beneficiary. You may change your beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a beneficiary, or in the event that all designated primary and secondary beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

A beneficiary designation to a spouse shall be automatically revoked in the following circumstances: Divorce or dissolution.
IN-SERVICE DISTRIBUTIONS

In-service Distributions upon Normal Retirement Age

In-service distributions may be made upon attainment of Normal Retirement Age. These distributions can be made from the following Accounts: All accounts.

Attainment of Age 59-1/2

You may receive a distribution after you reach age 59-1/2 from all of your Accounts that are fully vested. Your Roth Contributions may be withdrawn in the same manner as your regular Elective Deferral Contributions. Please note however, that the income on the Roth Contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a “qualified distribution.”

Rules Regarding In-service Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the valuation date as of which such withdrawal is made. Such distributions will be paid in cash or in kind. Only Employees are eligible to receive in-service distributions. No “hardship distributions” are permitted.

Loans

Loans are not permitted.

INVESTMENTS

Participant Self Direction

In General. The Plan Administrator allows you to direct the investment of all of your Accounts. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self-direction.

Investment Elections. You may direct the percentage of your Accounts to be invested in one or more of the available investment funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. After your death, your beneficiary may make investment elections as if the beneficiary were the Participant. However, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

Qualifying Employer Securities

The Trustee may not invest the assets of the trust fund in “qualifying employer securities” or “qualifying employer real property.”
Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

Valuation Dates

Accounts are valued each business day.

SPECIAL TOP-HEAVY RULES

Minimum Allocations

If the Plan is Top-Heavy, the Employer will generally allocate a minimum of 3% of your Compensation to the Plan if you are a Participant who is (i) employed by the Employer on the last day of the Plan Year and (ii) not a key employee.

Minimum Vesting

If you complete an hour of service while this Plan is Top-Heavy, all of your Accounts will be 100% vested and nonforfeitable.

CLAIM PROCEDURES

As a church plan, the Plan is not subject to the ERISA claims procedure requirements. However, the Plan Administrator has adopted claims procedures as described below.

Application for Benefits. You or any other person entitled to benefits from the Plan (a “Claimant”) may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an
explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator’s written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant’s written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, and (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant’s claim for benefits. The determination rendered by the Plan Administrator will be binding upon all parties.

MISCELLANEOUS

Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. As a church plan, this Plan is not subject to the Code and ERISA qualified domestic relations order (“QDRO”) procedures. However, the Plan Administrator has adopted similar procedures. You may obtain, without charge, a copy of the Plan’s QDRO procedures from the Plan Administrator. The Plan Administrator will determine whether the order is a qualified domestic relations order (“QDRO”). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly.

Disability

Under this Plan, you are disabled if you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

Assignment and Alienation of Benefits

Except as provided below, your Account is held in trust and cannot be assigned and, to the extent permitted by law, is not subject to any form of attachment, garnishment, sequestration or other actions of collection. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or
payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary.

However, you may lose all or part of your balance:

- pursuant to the terms of a QDRO;
- to comply with any federal tax levy; or
- to comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

Amendment and Termination

Although the Employer intends to maintain the Plan indefinitely, the Employer may amend or terminate the Plan at any time in its sole discretion. If any of these actions is taken, you will be notified. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested Account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

Fees

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and plan administrative costs, Plan distributions and QDROs. For specific information regarding the fees that are charged by the Plan, please contact the Plan Administrator.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.
Plan Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer’s service or to interfere with the Employer’s right to discharge any employee at any time.

Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan’s provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Diocese of Steubenville.
   Address: 422 Washington St., Steubenville, OH 43952
   Phone number: 740-282-3631
   Employer Identification Number: 340714569

2. The Plan is a 401(k) profit-sharing plan. The Plan number is 001.

3. The Plan’s designated agent for service of legal process is the Vicar General of the organization named in item 1. Any legal papers should be delivered to such person at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.

4. The Plan’s assets are held in a trust created under the terms of the Plan. The Trustee are Patrick Henry and Fr. James Dunfee. They may be contacted at the address set forth in item 1.

5. The Employer’s fiscal year and the Plan Year end on June 30.

6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the Plan upon written request to the Plan Administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a plan sponsor, the sponsor’s address.