

September 1, 2009
SUMMARY PLAN DESCRIPTION
FOR
THE ARCHDIOCESAN EMPLOYEES SAVINGS AND THRIFT PLAN

Employer Identification Number: 42-0680409

Plan Number: 002

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan Administrator.

HOW TO USE THIS SUMMARY

TABLE OF CONTENTS

The table of contents gives a detailed description of where specific information concerning a particular topic may be found.

GLOSSARY

Some terms used in the summary have special meanings. These terms are identified by capitalizing the term's first letter. To find out the exact meaning of a special term, there is a glossary at the end of this summary.

EFFECTIVE DATE

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on September 1, 2009. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before September 1, 2009.

MORE SPECIFIC INFORMATION

Some technical details and legal expressions contained in the formal Plan documents have been omitted in this summary. The formal Plan documents govern in administering and interpreting the rights of participants and their beneficiaries.

ADMINISTRATOR

The person or entity responsible for the day-to-day operations of the Plan is:

Paula Montag
Controller
The Archdiocese of Dubuque
1229 Mt. Loretta Avenue
Dubuque, IA 52003

(563) 556-2580

Any questions concerning the day-to-day operations of the Plan should be directed to the Administrator.

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INTRODUCTION TO YOUR PLAN

The Archdiocesan Employees Savings and Thrift Plan helps you provide for your retirement security by making it simple and convenient for you to contribute to your retirement savings regularly. Your Employer may also make contributions to your Plan Account to provide you with additional savings. Because the Plan is qualified by the Internal Revenue Service, special tax exclusions allow you to save more dollars for your retirement.

HOW YOU SAVE

- You can contribute a percentage of your pay to the Plan as Tax-Deferred Contributions. For information on making Tax-Deferred Contributions, see **YOUR CONTRIBUTIONS: TAX-DEFERRED CONTRIBUTIONS**.
- If you will be age 50 by the end of the year, you can make Catch Up Deferral Contributions to the Plan. Catch Up Deferral Contributions are additional Tax-Deferred Contributions that are not subject to annual limits imposed on Tax-Deferred Contributions under the Plan. For more information on making Catch Up Deferral Contributions, see **YOUR CONTRIBUTIONS: TAX-DEFERRED CONTRIBUTIONS** and **LIMITATIONS ON CONTRIBUTIONS**.
- If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: ROLLOVER CONTRIBUTIONS**.
- For every \$1.00 you contribute to the Plan, your Employer may add a Matching Contribution. For information on the amount of your Employer's Matching Contribution and the terms and conditions for receiving Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- Your Employer may also make Employer Nonelective Contributions to the Plan for you. For information on the amount of your Employer's Employer Nonelective Contribution and the terms and conditions for receiving Employer Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: EMPLOYER NONELECTIVE CONTRIBUTIONS**.
- Dollars you save as Tax-Deferred Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings until they are distributed to you.

YOUR PLAN ACCOUNT

You have your own Account under the Plan to hold all contributions you make to the Plan and any contributions your Employer makes for you. Your Account also holds any investment earnings on those contributions. Your Account keeps track of your share of the assets held in the Plan.

VESTING OF YOUR ACCOUNT

Your Vested Interest in your Account is the percentage of your Account that you would receive if your employment terminated.

Your Vested Interest in the balance of your Account resulting from the following contributions is always 100%:

- Tax-Deferred Contributions
- Rollover Contributions

Your Vested Interest in the balance of your Account resulting from Employer Nonelective Contributions and Matching Contributions is determined under a schedule based on your years of Vesting Service. (For more information about Vesting Service and vesting schedules, see **EMPLOYER CONTRIBUTIONS: VESTED INTEREST IN EMPLOYER CONTRIBUTIONS** and **VESTING SERVICE**.)

DISTRIBUTION OF BENEFITS

You may receive distributions from your Vested Interest in your Account when any of the following happens:

- You satisfy the requirements for an in-service withdrawal. (For more information about withdrawals, see **IN-SERVICE WITHDRAWALS**.)
- You retire from employment after you reach your Normal Retirement Date.
- You die.
- Your employment terminates. (For more information about distributions following termination of employment, see **DISTRIBUTION OF YOUR ACCOUNT**.)

SPONSOR DISCRETION

The Sponsor has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. The Sponsor may delegate this authority as provided under the Plan.

PLAN IDENTIFICATION INFORMATION

TYPE OF PLAN

The Plan is a "**defined contribution plan**". Under a "defined contribution plan", all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

The Plan is also a "**401(k) plan**". Under a "401(k) plan", you may elect to have Tax-Deferred Contributions made to the plan from your pay. These Tax-Deferred Contributions are not included in your taxable compensation for the year in which you contribute them to the plan. Instead, they are taxable when they are distributed to you from the plan. For more information see **YOUR CONTRIBUTIONS: TAX-DEFERRED CONTRIBUTIONS**.

The Plan is also intended to be a non-electing church plan, which is not subject to the Employee Retirement Income Security Act of 1974, as amended.

PLAN ADMINISTRATOR

The Archdiocese of Dubuque
1229 Mt. Loretta Avenue
Dubuque, IA 52003

(563) 556-2580

SPONSOR

The Archdiocese of Dubuque
1229 Mt. Loretta Avenue
Dubuque, IA 52003

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

42-0680409

PLAN NUMBER

002

TRUSTEE

Prudential Bank & Trust, FSB, or its successors or assigns
280 Trumbull Street, Routing H05T
Hartford, CT 06103

AGENT FOR SERVICE OF LEGAL PROCESS

Legal process may be served on the Sponsor at its address listed above.

ELIGIBILITY TO PARTICIPATE

ELIGIBILITY REQUIREMENTS

If you were eligible to make and receive contributions under the Plan immediately prior to September 1, 2009, you will still be eligible on and after September 1, 2009.

If you were not eligible to make and receive contributions under the Plan prior to September 1, 2009, you will be eligible beginning on the date you first meet all of the following requirements:

- you reach age 21.
- you are employed in a job classification covered by the Plan (an "eligible class"). You are in an "eligible class" if:
 - you are employed by the Employer in any capacity;
 - you are *not* a nonresident alien, or you are a nonresident alien who receives United States source income;
 - you are *not* a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan;
 - you are *not* a priest; and
 - you are *not* a member of a religious community.

TRANSFERS OF EMPLOYMENT

If you are transferred from other employment with your Employer to employment in an "eligible class" of employees (as described in **ELIGIBILITY REQUIREMENTS** above), you will be eligible to participate beginning on your transfer date if you would have been eligible to participate on or before your transfer date if you had been employed in an "eligible class" for your entire period of

employment. Otherwise, you will be eligible to participate as provided in **ELIGIBILITY REQUIREMENTS**.

REEMPLOYMENT

If your employment terminates and you are later reemployed in an "eligible class" of employees (as described in **ELIGIBILITY REQUIREMENTS** above), you will be eligible to participate beginning on your reemployment date if you were eligible to participate at the time you terminated employment. Otherwise, you will be eligible to participate when you have met the requirements above.

YOUR CONTRIBUTIONS

TAX-DEFERRED CONTRIBUTIONS

If you elect to make Tax-Deferred Contributions, you authorize your Employer to reduce the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as a Tax-Deferred Contribution. You do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as Tax-Deferred Contributions for the year in which you make the contribution. Those amounts are not taxed until they are distributed from the Plan.

How to Make an Election

To make Tax-Deferred Contributions, you must notify the Administrator of your election in accordance with the rules established by the Administrator.

Amount of Tax-Deferred Contributions

You may contribute a percentage of your Compensation or a dollar amount up to the maximum permitted under law. If you elect to contribute a dollar amount, you may not elect to contribute less than \$5 per week.

Commencement of Tax-Deferred Contributions

Tax-Deferred Contributions will be made from your Compensation as provided in your election beginning with the first payment of Compensation made to you on or after the date your election is effective.

Change in Amount of Tax-Deferred Contributions

You may change the amount your Employer withholds from your future Compensation effective as of any business day during the Plan Year. To change the amount of your Tax-

Deferred Contributions, you must call the Interactive Voice Response service (IVR) or notify the Administrator in accordance with the rules established by the Administrator.

Suspension of Tax-Deferred Contributions

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your Tax-Deferred Contributions at any time. To suspend your Tax-Deferred Contributions, you must call the Interactive Voice Response service (IVR) or notify the Administrator in accordance with the rules established by the Administrator. The suspension will take effect as soon as reasonably practicable after you notify the Administrator.

If you suspend your Tax-Deferred Contributions, the suspension will remain in effect until you elect to resume making Tax-Deferred Contributions again.

Resumption of Tax-Deferred Contributions

If you suspend your Tax-Deferred Contributions, you may resume making Tax-Deferred Contributions effective as of any business day during the Plan Year. To resume your Tax-Deferred Contributions you must call the Interactive Voice Response service (IVR) or notify the Administrator in accordance with the rules established by the Administrator.

Limitation on Amount of Contribution

Federal law limits the amount of Tax-Deferred Contributions that you can make to the Plan each calendar year. For 2010, the maximum amount is \$16,500. This amount may be adjusted for inflation in future years. Any adjustment will be in increments of \$500. If the Administrator determines that the amount you authorize your Employer to withhold from your Compensation would exceed the maximum amount permitted for the year, the Administrator will adjust the amount withheld so that it does not exceed the maximum.

Catch Up Deferral Contributions

If you will be age 50 or older by the end of the calendar year, you may make Catch Up Deferral Contributions that exceed the above limitation on Tax-Deferred Contributions. Your total Catch Up Deferral Contributions for a year cannot exceed the Catch Up Limit in effect for the year. For 2010 the Catch Up Limit is \$5,500.

ROLLOVER CONTRIBUTIONS

If you are in an "eligible class" (as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS**), you may elect to roll over qualified distributions into the Plan, regardless of whether you have satisfied any age or service requirements to participate in the Plan.

Your Rollover Contributions are subject to all the terms and conditions of the Plan and are only distributable to you under the terms of the Plan.

Savings Eligible for Direct Rollover

The Plan permits "direct rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet the requirements of Section 403(a) of the Internal Revenue Code, such as 401(k) or profit-sharing plans).
- 403(b) tax-sheltered annuities (these are retirement programs for employees of tax exempt organizations or governments).
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments).
- IRAs.

A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first.

Savings Eligible for Indirect Rollover

The Plan permits "indirect rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet the requirements of Section 403(a) of the Internal Revenue Code, such as 401(k) or profit-sharing plans).
- 403(b) tax-sheltered annuities (these are retirement programs for employees of tax exempt organizations or governments).
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments).
- IRAs.

An "indirect rollover" is a rollover you make to the Plan of amounts you have actually received as a distribution from another plan or annuity.

Savings Not Eligible for Rollover

You may not roll over, either directly or indirectly, the following:

- loans.
- after-tax employee contributions.

The Administrator may require you to provide information to show that the savings you want to roll over meet the Plan requirements.

Rollover Procedures

If the distribution qualifies, you may roll it over into the Plan by delivering it (or having it delivered) to the Trustee. If you actually receive distribution of the amount you are rolling over, your Rollover Contribution must be delivered to the Trustee within 60 days of the date you received it.

VESTED INTEREST IN YOUR CONTRIBUTIONS

Your Vested Interest in the Value of the Tax-Deferred and Rollover Contributions in your Account is always 100%.

EMPLOYER CONTRIBUTIONS

In addition to your contributions, your Employer may make Employer Contributions to your Account. You are not taxed on any Employer Contributions made to your Account until distribution is made to you.

MATCHING CONTRIBUTIONS

Matching Contributions

Each payroll period, your Employer, in its discretion, may make a Matching Contribution to your Account equal to a percentage, determined by your Employer, of your Tax-Deferred Contributions for the payroll period.

Your Employer will *not* match your Catch Up Deferral Contributions to the Plan.

Limitations on Matching Contributions

The following Tax-Deferred Contributions are *not* included in determining the amount of the Matching Contributions your Employer makes to your Account:

- Contributions exceeding the dollar amount or percentage of Compensation elected by your Employer for the Plan Year.

EMPLOYER NONELECTIVE CONTRIBUTIONS

Each Plan Year (or month, if you are employed by Catholic Charities), your Employer may, in its discretion, make an Employer Nonelective Contribution to your Account equal to a percentage of your Compensation, determined by your Employer, for the Plan Year (or month). (Your Employer may, in its discretion, elect to make Nonelective Contributions for a different period (e.g., quarterly) instead of for the full Plan Year.)

ALLOCATION REQUIREMENTS

You may receive Matching Contributions for a particular payroll period if you are eligible to participate in the Plan at any time during that payroll period.

If you are employed by Catholic Charities, you may receive Employer Nonelective Contributions for a particular month if you are eligible to participate in the Plan at any time during that month.

If you are not employed by Catholic Charities, you may receive Employer Nonelective Contributions for a particular Plan Year only if you also: (i) complete at least 1,000 Hours of Service during the Plan Year; and (ii) are employed by the Employer on the last day of the Plan Year. The number of Hours of Service required to receive Employer Nonelective Contributions will be pro-rated for any short Plan Year. (Your Employer may, in its discretion, elect *not* to apply any or both of the requirements in (i) and (ii) above or to apply different allocation requirements for Employer Nonelective Contributions.)

However, you will share in the allocation of contributions even if you do not satisfy the last day and annual service allocation requirements described above because:

- you retire on or after your Normal Retirement Date.
- you die.
- you become Disabled.

VESTED INTEREST IN EMPLOYER CONTRIBUTIONS

Your Vested Interest in the Employer Nonelective and Matching Contributions in your Account is determined by the following schedule:

Years of Vesting Service	Vested Interest
Less than 1	0%
1, but less than 2	20%
2, but less than 3	40%
3, but less than 4	60%
4, but less than 5	80%
5 or more	100%

SPECIAL VESTING EVENTS

Notwithstanding the foregoing, if you are employed by an Employer on the date you reach your Normal Retirement Age, the date you become Disabled, or the date you die, your Vested Interest in the Employer Nonelective and Matching Contributions in your Account will be 100%.

For purposes of this section, if you die while you are absent from employment with an Employer (or a Related Company) because of military service, and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be treated as if you died while employed by the Employer (or Related Company).

VESTING SERVICE

Vesting Service is used to determine your Vested Interest in the Employer Nonelective and Matching Contributions in your Account.

Crediting of Vesting Service

You are credited with Vesting Service from your hire (or rehire) date until your Severance Date. If your employment terminates but you are rehired before you have been absent from work for 12 months, you are credited with Vesting Service for the period that you were absent from work.

PLAN INVESTMENTS

WHERE PLAN CONTRIBUTIONS ARE INVESTED

You direct how the contributions made to your Account are invested. You may direct that contributions be invested in any of the funds made available to you under the Plan. The

Administrator will provide you with a description of the different investment funds available. New investment funds may be added and existing funds changed. The Administrator will update the description of the available funds to reflect any changes.

MAKING INVESTMENT ELECTIONS

Investment Elections

When you become eligible to participate in the Plan, you must notify the Administrator of your investment elections in accordance with the rules established by the Administrator. Your investment election must specify the percentage of contributions to your Account that will be invested among the available investment funds.

Failure to Direct Investments

If you do not direct how contributions to your Account should be invested, the contributions will be invested among the investment funds selected by the Administrator.

Change of Investment Elections

You may change how contributions to your Account are invested effective as of the date or dates prescribed by the Administrator. To perform this transaction you must call the Interactive Voice Response service (IVR), access the Prudential Retirement® Online Retirement Center, or notify the Administrator in accordance with the rules established by the Administrator.

Transfers Between Funds

You may transfer any amount held in your Account from one investment fund to another investment fund. You must specify the amount that is to be transferred.

A transfer may be made effective as of the date or dates prescribed by the Administrator. To make a transfer, you must call the Interactive Voice Response service (IVR), access the Prudential Retirement® Online Retirement Center, or notify the Administrator in accordance with the rules established by the Administrator.

Restrictions on Transfers

The Insurance Company expects that, under most circumstances, unrestricted transfers will be available into any competing fixed income fund. Also, these provisions will not affect new contributions to, or transfers from, a competing fixed income fund.

In addition, if the Securities and Exchange Commission (SEC) has suspended or otherwise restricted trading, or another emergency outside of our control exists, the Insurance Company may defer investment transfers for up to 6 months. Interest (or gains or losses, as applicable)

will continue to apply during the deferral period. In addition, the Insurance Company reserves the right to monitor participant's investment fund transfer activities to determine whether there are any inappropriate market timing activities. If the Insurance Company determines that a plan participant has engaged in inappropriate market timing, it may restrict his or her ability to make investment transfers in or out of particular funds.

If you intend to transfer amounts from one investment fund to another investment fund, there may be special rules pertaining to transfers to and from such funds. For more information, you should contact the Administrator.

The Interactive Voice Response Service (IVR)

The 24 hour voice response system allows you to access information about your Account using a touch-tone telephone. To access call **877.PRU.2100 (877.778.2100)**. Our toll-free system enables you to perform certain transactions, investment transactions, and investment changes in accordance with the terms of your Plan. You should contact the Administrator for materials that describe the features and options that are available.

The Interactive Voice Response service (IVR) is normally available 24 hours a day, 7 days a week, except during a brief period of approximately 20 minutes each morning between the hours of 3:30 a.m. and 7:00 a.m., eastern time.

Prudential Retirement® Online Retirement Center - Internet Service

The Prudential Retirement® Online Retirement Center allows Internet access to your Account using your personal computer. The Prudential Retirement® Online Retirement Center is available 24 hours a day, 7 days a week. You can access the Prudential Retirement® Online Retirement Center through the Internet site at www.prudential.com/online/retirement.

VALUING YOUR ACCOUNT

The Value of your Account is periodically adjusted to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. This adjustment is made on the date or dates specified by the Sponsor.

The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. Neither the Trustee nor the Employer guarantees your Account from investment losses.

LOANS FROM YOUR ACCOUNT

You may apply for a loan from your Account. The Administrator will provide you with a copy of the rules governing Plan loans.

Any Plan loan made to you will be treated as a separate investment of the assets held in your Account.

INTERNAL REVENUE CODE RULES

Specific Internal Revenue Code rules govern loans from tax-qualified plans. Any Plan loan must meet the following minimum requirements set forth in the IRS rules:

- **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money.
- **Loan amount:** cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer.
- **Loan term:** cannot exceed 5 years.
- **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

The loan guidelines provided by the Administrator may have more stringent requirements than the IRS minimum. In that case, any Plan loan must meet the more stringent requirements set forth in the loan guidelines.

COLLATERAL FOR LOAN

If you receive a Plan loan, a portion of your Vested Interest in your Account equal to the lesser of the loan amount or 50% of your Vested Interest will be used as collateral for the loan. You may not receive a loan in excess of 50% of your Vested Interest. If you are currently employed by an Employer, you must agree to repay the loan by payroll withholding. If a Plan loan is still outstanding at the time distribution of your Account is to be made, the amount distributed to you will be reduced by the amount of your Vested Interest in your Account that is held as collateral for the loan, but only to the extent necessary to repay the loan.

DEFAULT ON A LOAN

You will not receive a Plan loan unless you agree that your Account may be charged for unpaid principal and interest if you default on the loan. A Plan loan will be declared to be in default if

either (1) you fail to make a required payment within 90 days of the date the payment was due or (2) there is an outstanding principal balance after the last scheduled repayment date.

SPECIAL LOAN RULES

- **Minimum loan amount:** \$500.
- **Limit on outstanding loans:** only 2 outstanding Plan loans permitted at any time.
- **Prepayment of outstanding balance:** permitted in full or in part without penalty.
- **Due on termination:** outstanding balance immediately due and owing on termination of employment.
- **Principal residence loans:** Plan loans for the purpose of purchasing a principal residence are not permitted.

IN-SERVICE WITHDRAWALS

Under certain circumstances, you may make a cash withdrawal from your Account while you are still employed by your Employer.

WITHDRAWALS OF ROLLOVER CONTRIBUTIONS

You may withdraw all or a part of the Value of the Rollover Contributions in your Account.

Your withdrawal will be effective as soon as practicable after Administrator approval.

AGE 59 1/2 WITHDRAWALS

If you have reached age 59 1/2, you may withdraw all or a part of the Value of the following contributions held in your Account:

- Tax-Deferred Contributions
- Employer Nonelective Contributions
- Matching Contributions

Your withdrawal will be effective as soon as practicable after Administrator approval.

LIMITATIONS ON WITHDRAWALS OTHER THAN HARDSHIP WITHDRAWALS

- **Limit on number of withdrawals:** You may not make more than 2 non-hardship withdrawals during the Plan Year

HARDSHIP WITHDRAWALS

If you incur an immediate and heavy financial need, you may withdraw all or part of the Value of the following contributions held in your Account:

- Tax-Deferred Contributions (excluding investment earnings)
- Employer Nonelective Contributions
- Matching Contributions

You may only make a hardship withdrawal if the Administrator determines that the withdrawal is necessary to meet your financial need. You must apply for a hardship withdrawal such number of days before the effective date as the Administrator prescribes.

Your hardship withdrawal may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal.

Your hardship withdrawal will be effective as soon as practicable after Administrator approval.

Financial Needs For Which Hardship Withdrawals Are Available

The financial needs for which you can get a hardship withdrawal are:

- expenses incurred or necessary to obtain medical care for you, your Spouse, or your dependents for the diagnosis, cure, mitigation, treatment, or prevention of disease. Generally, your dependents for this purpose are as defined for purposes of receiving an income tax deduction, without regard to the rules (1) prohibiting persons treated as dependents from claiming dependents of their own, (2) precluding persons who file a joint return with their Spouse from being claimed as dependents, and (3) precluding persons who have gross income for the year equal to or greater than the exemption amount from being claimed as dependents;
- costs directly related to the purchase of your principal residence (excluding mortgage payments);
- tuition payments, related educational fees, and room and board expenses for post-secondary education for you, your Spouse, your children, or your dependents. Generally, your dependents for this purpose are as defined for purposes of receiving an income tax deduction, without regard to the rules (1) prohibiting persons treated as

dependents from claiming dependents of their own, (2) precluding persons who file a joint return with their Spouse from being claimed as dependents, and (3) precluding persons who have gross income for the year equal to or greater than the exemption amount from being claimed as dependents;

- payments necessary to prevent your eviction from your principal residence or to prevent foreclosure on the mortgage of your principal residence;
- funeral or burial expenses for your deceased parent, Spouse, child, or dependent. Generally, your dependent for this purpose is as defined for purposes of receiving an income tax deduction, without regard to the rule precluding persons who have gross income for the year equal to or greater than the exemption amount from being claimed as dependents; and
- expenses for the repair of damages to your principal residence that would qualify for a casualty loss deduction (determined without regard to whether the loss exceeds 10% of your adjusted gross income).

For purposes of determining whether you have a financial need for which a hardship withdrawal is available, your "Spouse" is the person of the opposite sex to whom you are married in a legal union between one man and one woman as husband and wife.

Demonstrating Need for Hardship Withdrawal

The Administrator will approve your hardship withdrawal Contributions if all of the following requirements are met:

- the withdrawal amount does not exceed the amount you need to meet your financial need;
- you have obtained all other distributions and all non-taxable loans available to you from any plan maintained by your Employer; and
- if your hardship distribution includes Tax-Deferred Contributions, you suspend your Tax-Deferred Contributions to the Plan (and any other plan maintained by your Employer) for at least 6 months after receipt of the withdrawal.

FORFEITURE OF NON-VESTED AMOUNTS

If your employment terminates with your Employer and you are not 100% vested in the Value of the Employer Contributions in your Account at that time, you will forfeit the non-vested portion of your Account.

Timing of Forfeiture

- If you have no Vested Interest in your Account, your Account will be forfeited on the date your employment terminates.
- If you have a Vested Interest in your Account and receive distribution of that amount because of your termination, the non-vested portion of your Account will be forfeited on the date distribution is made to you.
- If you have a Vested Interest in your Account, but do not receive distribution of that interest because of your termination, the non-vested portion of your Account will be forfeited on the last day of the 5-year period that begins on your Severance Date.

If you are reemployed by an Employer before the non-vested portion of your Account is forfeited, the forfeiture will not occur.

Recrediting of Forfeited Amounts

If you are reemployed by an Employer after forfeiting the non-vested portion of your Account, the amount you forfeited will be recredited to your Account if:

- you are reemployed before the last day of the 5-year period that begins on the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account);
- you become an employee covered under the Plan before 5 years from your reemployment date; and
- you received distribution of the vested portion of your Account, you repay the full amount of the distribution attributable to Employer Contributions before 5 years from your reemployment date.

Treatment of Forfeited Amounts

Amounts that are forfeited during a Plan Year are first used to pay Plan expenses and then used to meet your Employer's contribution obligations to the Plan.

DISTRIBUTION OF YOUR ACCOUNT

DISTRIBUTION TO YOU

If your employment terminates with your Employer, the Plan permits distribution of your Account. Distribution may be made as soon as reasonably practicable following the date your employment terminates.

If you terminate employment before reaching age 55 and elect to receive distribution of your Account before reaching age 59 1/2, you may be subject to a 10% penalty tax on your distribution. You should consult your own tax advisor to determine whether this tax applies to you.

You may postpone distribution until April 1 of the calendar year following the calendar year in which you reach age 70 1/2.

If you have terminated employment, but have not yet reached April 1 of the calendar year following the calendar year in which you reach age 70 1/2, you may elect to receive a partial distribution of any portion of your Account.

Application for Distribution

Unless your Account is cashed out as described below, distribution of your Account will not be made until April 1 of the calendar year following the calendar year in which you reach age 70 1/2 or retire, whichever is later, unless you have filed an earlier application for distribution with the Administrator.

If you keep your Account in the Plan after your employment terminates, you must pay for all fees and expenses to maintain your Vested Interest in the Plan. These expenses will be withdrawn directly from your Account.

Suspension of Distribution

If you are reemployed by your Employer before distribution of the full Value of your Account has been made, distribution of your Account will be suspended until your reemployment terminates.

Required Distribution

Internal Revenue Code rules require that distribution of your Plan account begin no later than the April 1 following the close of the calendar year in which you reach age 70 1/2 or retire, whichever is later.

DISTRIBUTION TO YOUR BENEFICIARY

If you die before distribution of the full Value of your Account has been made to you, distribution of your Account will be made to your Beneficiary as soon as reasonably practicable following the date your Beneficiary files an application for distribution with the Administrator. Unless distribution of your Account is to be made to your Beneficiary in a series of installment payments, distribution to your Beneficiary must be made no later than the end of the fifth calendar year beginning after your death or, if your Beneficiary is your Spouse, the end of the calendar year in which you would have reached age 70 1/2, if later.

If distribution of your Account is to be made to your Beneficiary in a series of installment payments, then distribution to your Beneficiary for federal income tax purposes must begin:

- if your Beneficiary is your Spouse, no later than the end of the first calendar year beginning after your death or the end of the calendar year in which you would have reached age 70 1/2, whichever is later
- if your Beneficiary is someone other than your Spouse, no later than the end of the first calendar year beginning after your death

The delay in the date distribution must begin to your Spouse applies only if your Spouse is the person of the opposite sex to whom you are married in a legal union between one man and one woman as husband and wife and your sole Beneficiary under IRS rules. Generally, your Spouse is your sole Beneficiary only if (1) your Spouse is entitled to your full Account or a segregated portion of your Account and (2) no other Beneficiary is entitled to any portion of your Spouse's interest unless your Spouse dies before receiving full distribution of that interest.

CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION

If the Value of your Vested Interest in your Account is \$5,000 or less, your Account will be "cashed out" by distributing your Vested Interest in your Account in a single-sum payment or by direct rollover to an IRA or other eligible retirement plan as soon as reasonably practicable following the date your employment terminates. Your Account will be cashed out even if you do not consent to the distribution.

If the Value of your Vested Interest in your Account is more than \$5,000, distribution of your Account cannot be made before your Normal Retirement Date without your written consent.

The Value of your Rollover Contributions will not be included in determining whether the Value of your Account is more than \$5,000.

AUTOMATIC ROLLOVERS

If the Value of your Vested Interest in your Account is \$5,000 or less, the Administrator will notify you of the cashout rules and give you the opportunity to elect whether to (1) receive payment yourself or (2) have the payment rolled over directly to the IRA or other eligible plan that you select. If you do not make an election within the period prescribed by the Administrator, and distribution of your Account is to be made before your Normal Retirement Date, tax rules require that your Vested Interest in your Account be rolled over directly to an IRA maintained by a provider selected by your Employer (an "automatic rollover IRA").

The automatic rollover rules only apply to you if the Value of your Vested Interest in your Account is more than \$1,000. If the Value of your Vested Interest is \$1,000 or less, and you do not make an election, payment will be made directly to you.

You are the beneficial owner of any automatic rollover IRA established for you. The automatic rollover IRA must initially be invested in products that are designed to preserve principal (the amount of the initial investment) and provide a reasonable rate of return, consistent with retaining liquidity (so that you can change investments readily). Examples of this kind of investment product are money market funds and certificates of deposit. As the IRA owner, you will be able to change your future investments.

All fees and expenses of maintaining the automatic rollover IRA will be paid directly from your IRA. For more information regarding automatic rollover IRAs, contact the Administrator at the telephone number and address shown at the beginning of this booklet.

Even if the Value of your Rollover Contributions is not included in determining whether your Account will be cashed out as described in **CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION** above, if your Account is determined to be subject to the cashout rules, the Value of your Rollover Contributions will be included in the amount distributed to you and will be subject to the automatic rollover rules.

FORM OF PAYMENT

FORM OF PAYMENT TO YOU

- **Single-sum payment:** Distribution of your Account will be made to you in one payment.
- **Special installment distributions:** If distribution of your Account commences because it is required to begin under federal law, you may elect to receive distributions in a series of installment payments equal to the minimum amount required to meet federal minimum distribution requirements.
- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. You may not elect a direct rollover if the total value of any distribution is less than \$200 or with respect to a portion of a distribution eligible for rollover if the value of such portion is less than \$500. All or any portion of the distributions of your Account balance are eligible for rollover except:
 - any distribution that is required under the Internal Revenue Code; and
 - any hardship withdrawal.

FORM OF PAYMENT TO YOUR BENEFICIARY

If you die before distribution of your Account is made, distribution of your Account will be made to your Beneficiary in a single-sum payment.

If you die before the date distribution of your Account is required to begin under federal law, your Beneficiary may elect to receive distribution in a series of installment payments that meet federal minimum distribution requirements.

If your Beneficiary receives distribution in a single-sum payment or installments payments over a specified period of no more than 10 years, your Beneficiary may also elect a direct rollover, as described above. If your Beneficiary is your Spouse or a former Spouse, your Beneficiary may directly roll over the distribution to an IRA or to any other eligible plan. Beginning with the 2010 Plan Year, your non-Spouse Beneficiary may also elect a direct rollover. However, if your Beneficiary is *not* your Spouse, your Beneficiary may only roll over the distribution to an IRA that is treated as an inherited IRA for required distribution purposes. For this purpose, your "Spouse" is the person of the opposite sex to whom you are married in a legal union between one man and one woman as husband and wife.

YOUR BENEFICIARY UNDER THE PLAN

Beneficiary if You are Not Married

You may designate a Beneficiary on the form provided by the Administrator to receive distribution of your Account if you die. Unless you marry (or remarry), your Beneficiary will not change until you file a new designation of Beneficiary form with the Administrator designating a different Beneficiary.

Beneficiary if You are Married

If you are married, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary on the form provided by the Administrator with your Spouse's written consent.

Effect of Marriage on Prior Beneficiary Designation

If you designate a non-Spouse Beneficiary and then get married, your prior Beneficiary designation will be ineffective.

Effect of Divorce on Prior Beneficiary Designation

If you have a Spouse who is your Beneficiary under the Plan, your Spouse's designation as Beneficiary will be ineffective as of the date of any final divorce or similar decree or order unless either (i) you re-designate your former Spouse as your Beneficiary after the date of the

final decree or order or (ii) such former Spouse is designated as your Beneficiary under a qualified domestic relations order, and as such will continue to be considered your Beneficiary thereunder only to the extent required in accordance with the qualified domestic relations order.

Beneficiary Where There is No Designated Beneficiary

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your estate.

SPOUSAL CONSENT

If you make an election that requires your Spouse's written consent, your Spouse's consent must be witnessed by a Plan representative or a notary public. If you are designating a Beneficiary, your Spouse's consent must specifically acknowledge the Beneficiary that you have selected. Instead of specifically acknowledging your designated Beneficiary, your Spouse's consent may be a general consent that permits you to change your selection without further spousal consent.

Your Spouse's written consent will not be required if you make a good faith attempt to find your Spouse and your Spouse cannot be located, you have a court order stating that you are legally separated from your Spouse, or you have a court order stating that your Spouse has abandoned you.

CLAIMS FOR BENEFITS

In order to receive benefits, you will need to submit an application for benefits to the Administrator. You will receive a written response within 90 days (or, under certain circumstances, 180 days).

Claim Denial

If your claim is denied, the Administrator's notice will state the following:

- the specific reason(s) for the denial;
- the Plan provisions that support the denial;
- any additional information needed to complete your application and an explanation of why it is needed; and
- information on how to have your claim reviewed.

Review of Administrator's Decision

If you disagree with a decision made by the Administrator regarding a claim under the Plan, you have the right to ask the Administrator for a review of its decision. You should contact the Administrator at its business address or at its business phone number within 60 days of the date on which you receive notice of denial of the claim. A request for review must contain the following information:

- the date you received notice of denial of your claim and the date your request for review is filed;
- the specific part of the claim you want reviewed;
- a statement setting forth the basis upon which you think the decision should be reversed; and
- any written material that you think is pertinent to your claim and that you want the Administrator to examine.

Unless additional time is required, the Administrator (or other individual responsible for reviewing claims) will review the denial of your claim and notify you in writing of its final decision, within 60 days of the filing of your request. If additional review time is needed, you will be notified. In no event will the review period exceed 120 days.

If your claim is denied on review, the notice will state the following:

- the specific reason(s) for the denial;
- the Plan provisions that support the denial;
- that you are entitled to receive reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;
- information on any voluntary appeal procedures; and
- a statement of your right to bring a civil action.

Special Rules Applicable to Disability Claims

If you are claiming a benefit under the Plan that is contingent on the Administrator determining that you are Disabled, you will receive a written response within 45 days, rather than 90 days. If special circumstances require an extension, the Administrator will notify you within the 45-day processing period that additional time is needed. The notice will specify the circumstances requiring the extension and the date a decision can be expected. The extension notice will also:

- explain the standards for approving a disability claim;
- state the unresolved issue(s) that prevent the Administrator from reaching a decision; and
- describe any additional information needed to resolve the issue(s).

If the Administrator requests you to provide additional information so it can process your claim, you will have at least 45 days in which to provide the information. Otherwise, the initial extension cannot exceed 30 days.

If circumstances require further extension, the Administrator will again notify you, this time before the end of the initial 30-day extension. The notice will state the date a decision can be expected. In no event will a decision be postponed beyond an additional 30 days after the end of the first 30-day extension.

If your disability claim is denied, the Administrator's notice will state the following in addition to the information in *Claim Denial* above:

- if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, that a copy of the provision is available upon request, free of charge; and
- if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion) that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge.

You may request a review of the Administrator's decision regarding your disability claim within 180 days, rather than 60 days. The review must be conducted by a Plan representative different from the representative who originally denied your claim. This representative also cannot be subordinate to the representative who originally denied your claim.

If the original denial of your claim was based on a medical judgment, the reviewing representative must consult with an appropriate health care professional who was not consulted on the original claim and who is not subordinate to someone who was.

The review must identify the medical or vocational experts consulted on the original claim. You may request, in writing, a list of those medical or vocational experts.

You will receive notice of the reviewing representative's final decision regarding your disability claim within 45 days, rather than 60 days, of your request. If your disability claim is denied, the notice will state the following in addition to the information in *Claim Denial* above:

- if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, that a copy of the provision is available upon request, free of charge; and

- if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion) that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge.

AMENDMENT AND TERMINATION OF THE PLAN

Plan Amendment

The Sponsor reserves the right to amend the Plan, either prospectively or retroactively.

Plan Termination

The Sponsor reserves the right to terminate the Plan at any time. In addition, an Employer may withdraw from the Plan at any time. If an Employer withdraws from the Plan, the Employer will determine whether the withdrawal should be treated as a termination of the Plan with respect to its employees.

If the Plan is terminated, you will be 100% vested in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account and distribution of your Account will be made as permitted under federal law.

MISCELLANEOUS INFORMATION

Plan Booklet Does Not Create Employment Contract

The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and your Employer. Nothing in this booklet should be construed as a limitation on your right or your Employer's right to terminate your employment at any time, with or without cause.

No Guarantees Regarding Investment Performance

Neither the Sponsor, your Employer, the Administrator, nor the Trustee guarantees any particular investment gain or appreciation on your Account nor guarantees your Account against investment losses or depreciation.

If Circumstances Require the Delay of a Withdrawal

All withdrawals may be delayed by the Insurance Company under certain circumstances. A description of these situations may be obtained from your Administrator. Regardless of the

circumstances, there will be no delay in payment in cases of death, retirement, termination of employment, or becoming disabled.

Transfers from the Guaranteed Income Fund may be Limited

Under certain circumstances, the amount transferred from the Guaranteed Income Fund to other investment funds may be limited by the Insurance Company. Please see your Administrator for further information on transferring funds from the Guaranteed Income Fund.

Payment of Administrative Expenses

Generally, the expenses of administering the Plan are paid from Plan assets, unless your Employer elects to make the payment. If administrative expenses are paid from Plan assets, they will first be reduced by any forfeitures. Any remaining expenses will be shared among all participants' Accounts.

Your Account's share of each expense will be either a flat fee for all Accounts or a percentage of the expense (determined in the ratio that the Value of your Account bears to the total Value of all Accounts).

Although expenses are generally shared among the Accounts, administrative expenses incurred as a direct result of your activities under the Plan are allocated to, and may be deducted, from your Account. These expenses may include any or all of the following:

- Expenses incurred in connection with your request for a hardship withdrawal.
- Expenses incurred in connection with your request for a non-hardship withdrawal.
- Expenses incurred in processing your loan request.
- Expenses incurred in determining whether a domestic relations order received for you meets certain requirements.
- Expenses incurred in connection with distributing your Account.
- Expenses incurred as a result of you exercising an investment election.
- Expenses incurred as a result of you utilizing the Plan's investment advice services.

Qualified Domestic Relations Orders

Generally, federal law prohibits payment of your Account to someone other than you, unless you have died. An exception to this rule is made for qualified domestic relations orders. A

qualified domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

"Qualified domestic relations orders" are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Administrator has procedures for determining whether a court judgment or decree meets the specific legal requirements to be a qualified domestic relations order. You or your Beneficiary may obtain, without charge, a copy of these procedures from the Administrator.

Military Leave

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. You should see the Administrator for information regarding Plan benefits during military leave.

Return of Contributions to Your Employer

If your Employer makes a contribution to your Account by mistake or if your Employer cannot deduct a contribution made to the Plan on its tax return, that contribution will be returned to your Employer in accordance with federal law.

TOP-HEAVY PROVISIONS

Federal law requires that the Plan contain certain provisions that become effective only if the Plan becomes top-heavy. The Plan will become "top-heavy" if the aggregate Value of Accounts for certain officers and shareholders is 60% or more of the Value of all assets held under the Plan. If the Plan becomes top-heavy, specific minimum vesting and minimum benefits provisions become effective. If the Plan becomes top-heavy, the Administrator will notify you and give you additional details regarding these provisions.

LIMITATIONS ON CONTRIBUTIONS

Total contributions to the Plan are subject to annual limitations under the Internal Revenue Code. Amounts that would exceed those limits will be distributed or forfeited as provided under the Plan.

If you will be age 50 or older by the end of the year, you may make Catch Up Deferral Contributions that exceed the limits otherwise applicable to Highly Compensated Employees or that exceed the annual limit described above. The amount of such Catch Up Deferral Contributions cannot exceed the Catch Up Limit for the year reduced by any other Catch Up Deferral Contributions you have made for the year (*i.e.*, any Tax-Deferred Contributions you have made for the year that exceed another applicable limit).

MORE THINGS YOU SHOULD KNOW

Your Employer makes contributions to the Plan solely for your benefit. All the assets of the Plan are held for the exclusive benefit of participants and their beneficiaries. The Plan is qualified under the Internal Revenue Code as a profit-sharing plan.

If your employment terminates with your Employer before you are fully vested in your Account, you will lose the non-vested portion of your Account.

Because the Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and because Plan assets are held in individual Accounts and are never less than the total benefits payable to participants, no insurance of benefits by the Pension Benefit Guaranty Corporation under Title IV of ERISA is necessary or available.

GLOSSARY

<i>Account</i>	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
<i>Administrator</i>	The person and/or entity responsible for the day-to-day administration of the Plan such as collecting election forms from employees.
<i>Beneficiary</i>	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
<i>Catch Up Deferral Contribution</i>	Any contribution that you make to the Plan on a before-tax basis for any year (beginning with the year you reach age 50) that exceeds the amount you may contribute to the Plan as Tax-Deferred Contributions by no more than the Catch Up Limit in effect for the year.
<i>Catch Up Limit</i>	The maximum amount by which your Catch Up Deferral Contributions for a particular year may exceed the limitations applicable to Tax-Deferred Contributions for the year. The Catch Up Limit for 2010 is \$5,500.
<i>Compensation</i>	<p>The compensation from your Employer that is taken into account in determining the amount of contributions that you or your Employer can make to your Account. Compensation means the wages paid to you for employment covered under the Plan that would be reported as income on Form W2. Compensation also includes amounts you defer under the Plan, transportation fringe benefits you receive from your Employer that are excluded from your taxable gross income, and amounts that you contribute on a pre-tax basis to a cafeteria plan, 403(b) account, or other plan.</p> <p>Legal rules limit the Compensation that may be included under the Plan each year. For 2010, the maximum amount is \$245,000 (this limit may be adjusted annually).</p>
<i>Disabled</i>	You have a mental or physical condition that is likely to result in death or is expected to continue for at least 12 months and that

prevents you from continuing in employment with your Employer. You are Disabled only if:

- the Administrator determines you are disabled based on a written certificate of a physician acceptable to it.

Employer

Any entity that participates in the Plan.

Employer Contribution

Any contribution that your Employer makes to your Account.

Employer Nonelective Contribution

Any Employer Contribution made to the Plan by your Employer as described in detail in **EMPLOYER CONTRIBUTIONS: EMPLOYER NONELECTIVE CONTRIBUTIONS.**

Highly Compensated Employee

An employee who is highly compensated in accordance with specific IRS rules. Generally, you may be a Highly Compensated Employee under the IRS rules if you were paid more than the applicable limit set by the federal government during the preceding year. For 2010, this limit is \$110,000 (this limit may be adjusted annually). If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.

Hour of Service

An Hour of Service is each hour for which you are paid or entitled to be paid by your Employer and includes your time at work, vacations, holidays, paid sick days, jury duty, military duty, approved leaves of absence, and certain maternity and paternity leaves of absence.

Insurance Company

Prudential Retirement Insurance and Annuity Company.

Interactive Voice Response Service (IVR)

The **877.PRU.2100 (877.778.2100)** service where, among other services, participants can transfer between investment funds and change the investment election for future contributions in accordance with the terms of the Plan.

***Matching
Contribution***

Any Employer Contribution your Employer makes to your Account because of your Tax-Deferred Contributions.

***Normal Retirement
Age***

Your Normal Retirement Age is the date you reach age 65.

***Normal Retirement
Date***

Your Normal Retirement Date is the first of the month following the date you reach Normal Retirement Age.

Plan

The Archdiocesan Employees Savings and Thrift Plan.

Plan Year

The period on which the Plan's records are kept. The Plan Year is the 12-month period ending on August 31.

***Prudential
Retirement® Online
Retirement Center***

The Internet service where, among other services, participants have access to view a 90-day account history, transfer between investment funds, change contribution percentages, check investment performances and project their investments. You can access the Prudential Retirement® Online Retirement Center through the Internet site at www.prudential.com/online/retirement.

***Rollover
Contribution***

Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.

Severance Date

The date your employment terminates or you are absent from work (without terminating employment) for 1 year.

Sponsor

The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is The Archdiocese of Dubuque.

Spouse

The person to whom you are legally married in accordance with the laws of the State or Commonwealth in which you reside.

***Tax-Deferred
Contribution***

Any contribution that you elect to make to the Plan on a before-tax basis.

<i>Trustee</i>	The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Sponsor.
<i>Value</i>	The monetary worth of the contributions and investment earnings and losses on such contributions in your Account. Value is determined as of an adjustment date. See VALUING YOUR ACCOUNT .
<i>Vested Interest</i>	The percentage of the Value of your Account that you are entitled to receive upon distribution.
<i>Vesting Service</i>	The service credited to you that is used for determining your Vested Interest in the Value of the Employer Nonelective Contributions and Matching Contributions in your Account.