

DIOCESE OF LA CROSSE LAY EMPLOYEES' RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

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DIocese OF LA CROSSE LAY EMPLOYEES' RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Diocese of La Crosse Lay Employees' Retirement Plan ("Plan") has been adopted to provide you with additional income for retirement. This Plan is a type of qualified retirement plan commonly referred to as a defined benefit pension Plan and is designed to provide you with a benefit at your retirement.

What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. However, the Plan must be interpreted in light of the fact that the plan was frozen on December 31, 2006. This means that your Accrued Benefit will not be increased after this date. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this summary, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, your Employer will notify you.

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- non-full-time lay Employees whose customary employment is for less than 1,000 Hours of Service per Plan Year. Also excluded is any full-time employee who was employed at Aquinas High School(LaCrosse,Wisconsin) prior to July 1, 2000.

Eligibility Conditions. You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually enter the Plan once you reach the Entry Date as described below.

- attainment of age Age 21 provided the Employee has not reached the age of 55 as of his or her date of employment (or reemployment)..
- completion of one (1) Period of Service.

Entry Date. Your Entry Date will be the first day of the Plan Year next following the date on which such requirements are satisfied..

How is my service determined for purposes of Plan eligibility?

Period of Service. You will be credited with a Period of Service once twelve months have passed since your date of hire.

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a Break in Service if you are not employed with the Employer for a period of at least twelve consecutive months. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, the twelve consecutive month period beginning on the first anniversary of your first day of such absence will not constitute a Break in Service.

Five-year eligibility Break in Service rule. The five-year Break in Service rule applies only to participants who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment, you would have to resatisfy any minimum service requirements under the Plan.

Service with another Employer. For eligibility purposes, your Periods of Service with Pacelli High School (Stevens Point, Wisconsin) and Aquinas High School (La Crosse, Wisconsin) will be counted. Service prior to July 1, 1997 (Pacelli High School) or July 1, 2000 (Aquinas High School) will not be recognized.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, then if you are rehired you will enter the Plan on your date of reemployment, provided your prior service had not been disregarded under the Break in Service rules.

ARTICLE II DETERMINATION OF BENEFITS

What kind of benefit does this Plan provide?

Plan Design. This Plan is designed to provide you with a benefit at your retirement. The benefit is expressed as an annual benefit that is payable to you each year beginning on your retirement and continuing for the remainder of your life. However, the actual payment of the benefit may vary depending upon certain factors, such as whether you are married. This Article describes how retirement benefits are determined under the Plan and later Articles describe how and when benefits will be paid to you.

Funding. Each year your Employer is required to contribute an amount which is necessary to satisfy a funding requirement established by law. The purpose of the funding requirement is to help ensure that there are enough funds in the Plan to provide all of the retirement benefits to which participants are entitled. The amount of the contribution may vary from year to year, depending on various factors such as participant turnover, benefit payments, and investment gains or losses. The law requires that an independent professional, called an "enrolled actuary," certify that your Employer is meeting the funding requirement. If your Employer fails to meet certain minimum funding requirements, then your Employer can be subject to penalties, benefit payments may be restricted and you will be provided with a notice if these restrictions apply to you.

What is my "Normal Retirement Benefit"?

Normal Retirement Benefit. At your Normal Retirement Date, you will be entitled to a benefit which is called your "Normal Retirement Benefit." While this benefit is an annuity payable to you from your retirement until your death, the actual form of payment may vary (see the Article entitled "Distribution of Benefits").

Retirement benefit formula. Your "Normal Retirement Benefit" will be equal to your Accrued Benefit, which is explained in the Section of this Article entitled "How much will I be paid when I retire?". Your Accrued Benefit will be determined based upon a retirement benefit formula equal to 1% of your Average Compensation multiplied by your Years of Service (up to a maximum of 35 years).

Are there adjustments or limitations that affect the "Normal Retirement Benefit"?

Adjustments to Normal Retirement Benefit. Your "Normal Retirement Benefit" will be adjusted according to the following:

- Your Normal Retirement Benefit will not exceed \$1,200 per month..

How do I determine my Years of Service for benefit purposes?

Year of Service. For purposes of calculating your Normal Retirement Benefit, and your Accrued Benefit (which is explained in the next question), you will be credited with a Year of Service for each Plan Year during which you are credited with at least 1,000 hours. In addition, for the Plan year in which the Employee is hired, and the Plan Year in which a Termination of Employment occurs, such employee will receive a partial Year of Service equal to 1/12th of a year for each full or partial month worked. The fractions for all such partial years will be added, with the Years of Service given for the resulting fraction based on the following information: Fraction 11/12 equals 1.00 Year of Service; Fraction 10/12 equals 1.0 Year of Service; Fraction 09/12 equals 1.0 Year of Service; Fraction 8/12 equals 0.67 Year of Service; Fraction 7/12 equals 0.58 Year of Service; Fraction 6/12 equals 0.50 Year of Service; Fraction 5/12 equals 0.42 Year of Service; Fraction 4/12 equals 0.33 Year of Service; Fraction 3/12 equals 0.25 Year of Service; Fraction 2/12 equals 0.17 Year of Service; Fraction 1/12 equals 0.08 Year of Service. Years of Service also means all completed years and fractions thereof to completed months of continuous service with the Employer by an Employee prior to January 1, 1974. Benefits based upon such years of prior service shall be available only to those Employees who became participants prior to January 1, 1981 and where such Years of Service are continuous. Hours of Service. (See the Article entitled "Hours of Service").

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for benefit purposes?

Service with the Employer. In calculating your benefits, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may "lose" credit for prior service under the Plan's Break in Service rules.

For benefit accrual purposes, you will have a Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with 501 Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to participants who had no vested interest in the Plan when employment had terminated. If you did not have any vested benefit in the Plan when you terminated employment and you have five 1-Year Breaks in Service (as defined above), then generally all the service you earned before the 5-year period no longer counts for purposes of determining your benefit. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your benefit.

Service with another Employer. For purposes of calculating your benefits, your Years of Service with Pacelli High School (Stevens Point, Wisconsin) and Aquinas High School (La Crosse, Wisconsin) will be counted. service prior to July 1, 1997 (Pacelli High School) or July 1, 2000 (Aquinas High School) will not be recognized,

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

How much will I be paid when I retire?

The benefit you are entitled to at retirement is the portion of your "Normal Retirement Benefit" that you have earned (or "accrued") while employed with us. This amount is called your Accrued Benefit.

Accrued Benefit. Your Accrued Benefit is the portion of the retirement benefit you have earned as of a particular date based on your Average Compensation and Years of Service as of such date.

Rules and limitations. In addition to the calculations set forth above, your Accrued Benefit will be subject to the following rules and limitations:

- If you are still employed after reaching your Normal Retirement Age, you will continue to accrue benefits based upon your service and Average Compensation determined at the close of any Plan Year coinciding with or following your Normal Retirement Age.
- If you return to employment following a separation from service and a distribution of your Accrued Benefit has been made, you may restore your Accrued Benefit provided you repay such distribution with interest prior to the earlier of five (5) years after your date of reemployment or the close of your first period of five (5) consecutive 1-Year Breaks in Service commencing after the distribution. Otherwise, your Accrued Benefit will be reduced by the actuarial equivalent of the Accrued Benefit that had been distributed to you. Your Administrator will advise you of the amount to be repaid, including interest.
- Your Accrued Benefit will not be less than the minimum Accrued Benefit, if any, provided in the Article in this Summary entitled "Your Plan's Top Heavy Rules."

Is there a limit on how much can be paid to me from the Plan?

The law imposes a certain limit on the amount of benefits that can be paid to you. In general, the maximum annual benefit that can be paid to you at retirement may not exceed the lesser of 100% of your average compensation or \$195,000 for the year beginning in 2011. This dollar amount may be adjusted after 2011 for cost-of-living increases. In addition, this limit may need to be adjusted depending upon when you receive your benefits. The Administrator will automatically apply this limit if it applies to you at the time you are entitled to benefits.

What compensation is used to determine my Plan benefits?

Definition of compensation. For purposes of the Plan, compensation has a special meaning. Compensation is generally defined as the total compensation the Employer paid to you that is subject to federal income tax. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply under the Plan.

Adjustments to compensation. The following adjustments to compensation will be made for purposes of calculating benefits:

- commissions will be excluded
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
 - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. This dollar limit can change due to cost-of-living adjustments and changes in the law. The annual dollar limit for the Plan Year beginning in 2011 is \$245,000.

How is Average Compensation determined?

Benefits under the Plan are based on "Average Compensation."

Average Compensation. "Average Compensation" is based on your Compensation (defined above) paid during a twelve consecutive month period beginning on January 1 and ending on December 31. This is referred to as the "measuring period." N/A

The next step to determine your "Average Compensation" is to use an averaging formula. Your "Average Compensation" is the compensation taken into account for the "measuring periods" described above and then averaged over the Five (5) consecutive "measuring periods" that produce the highest average.

How is the money in the Plan invested?

The Trustee or another designated person is responsible for the investment of the assets in the Plan. However, the investment performance of the Plan assets will not affect your benefits under the Plan.

ARTICLE III VESTING

What is my vested interest in my Accrued Benefit?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to your Accrued Benefit. This means that you will not be entitled ("vested") in your entire Accrued Benefit until you have been employed with the Employer for a specified period of time.

Vesting schedule. Your "vested percentage" for your Accrued Benefit is based on vesting Years of Service. This means at the time you stop working, you may only be entitled to a percentage of your Accrued Benefit. This percentage is referred to as your "vested percentage." You will always, however, be 100% vested if you are employed on or after your Normal Retirement Age. In addition, you will always be 100% vested in your account attributable to rollover contributions.

Your "vested percentage" is determined under the following schedule:

Years of Service	Vesting Schedule	Percentage
Less than 5		0%
5		100%

How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least the same as a Year of Service for benefit accrual purposes. Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a Break in Service if you have not completed more than one-half the Hours of Service needed for a Year of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to participants who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

Service with another Employer. For vesting purposes, your Years of Service with Pacelli High School (Stevens Point, Wisconsin) and Aquinas High School (La Crosse, Wisconsin) will be counted. Service prior to July 1, 1997 (Pacelli High School) or July 1, 2000 (Aquinas High School) will not be recognized.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens to my non-vested benefits if I'm rehired?

If you were not vested or you were only partially vested in your Accrued Benefit when you left, the non-vested portion of your Accrued Benefit will be forfeited if you do not return to service with the Employer before having 5 consecutive 1-Year Breaks in Service. The forfeited amount will be used to reduce the amount the Employer is required to contribute to the Plan.

If you received a distribution of your vested Accrued Benefit, and are reemployed prior to incurring 5 consecutive 1-Year Breaks in Service, then you may repay this distribution. If you repay the entire amount of the distribution with interest, then the Employer will restore your Accrued Benefit. You must repay this distribution with interest within five years from your date of reemployment. However, if such distribution is not repaid with interest, then your Accrued Benefit will be reduced by the actuarial equivalent of the entire Accrued Benefit (i.e., by the amount that had been distributed to you as well as the amount forfeited). If you were fully vested when you left, you do not have the opportunity to repay the distribution.

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A Defined Benefit Plan that primarily benefits "key employees" is called a "top-heavy plan." Key employees are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the present value of all Accrued Benefits under the Plan are attributable to key employees. Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees will be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- If your Accrued Benefit is less than the top heavy minimum prescribed by law, then you may be entitled to at least the "top heavy minimum benefits."
- If you are a participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.
- Instead of the vesting schedule outlined in the question entitled "What is my vested interest in my Accrued Benefit?" your nonforfeitable right to benefits derived from Employer contributions will be determined according to the following schedule:

Years of Service	Vesting Schedule	Percentage
Less than 3		0%
3		100%

**ARTICLE IV
DISTRIBUTIONS PRIOR TO TERMINATION**

Can I withdraw money from the Plan while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions. You may generally receive a distribution from the Plan prior to your termination of employment provided you have attained age 65 or older who remain employed by the Diocese to commence their plan benefits at or after age 65.

Annuity waiver. If you wish to receive an in-service distribution from the Plan in a single payment, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the Article entitled "Distribution of Benefits" for a further explanation of how benefits are paid from the Plan.)

ARTICLE V DISTRIBUTION OF BENEFITS

When can I get money out of the Plan?

You may receive a distribution from the Plan for the following reasons:

- termination of employment for reasons other than death or retirement
- early retirement
- normal retirement
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

What happens if I terminate employment before death or retirement?

This Plan is designed to encourage you to stay with the Employer until retirement. If the value of your vested Accrued Benefit exceeds \$5,000, payment of your vested benefit is only available upon your death or retirement.

If the value of your vested Accrued Benefit does not exceed \$5,000, a distribution of your vested benefit may be made to you as soon as administratively feasible following your termination of employment. However, if the value of your vested Accrued Benefit does not exceed \$1,000, the distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these amounts will be paid.)

What benefits will I receive at normal retirement?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach your 65th birthday. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

Payment of benefits. You will become 100% vested in your Accrued Benefit if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have attained age 65 or older who remain employed by the Diocese to commence their plan benefits at or after age 65 (even if employment has not terminated). (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What benefits will I receive at late retirement?

Late Retirement Date. You may remain employed past your Plan's Normal Retirement Date and retire instead on your Late Retirement Date. Your Late Retirement Date is the first day of the month coinciding with or next following the date you choose to retire after first having reached your Normal Retirement Date.

Payment of benefits. On your Late Retirement Date, you will be entitled to 100% of your Accrued Benefit. However, actual benefit payments will begin within a reasonable period of time after your Late Retirement Date.

There are other laws that may require the Plan to begin distributions to you while you are still employed. If distributions are made to you before you actually retire, your Late Retirement Benefit will be adjusted for these distributions.

What benefits will I receive at early retirement?

Early Retirement Date. Your Early Retirement Date is the first day of the month coinciding with or next following the date you have attained age 55 and completed 10 Years of Service with your Employer. Your Years of Service will be determined using Years of Service for vesting. You may elect to retire when you reach your Early Retirement Date.

Payment of benefits. You will be entitled to an "Early Retirement Benefit" (described below) if you retire on or after your Early Retirement Date. However, the payment of benefits generally will not begin until you actually retire after reaching your Early Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. However, if you retire after reaching your Early Retirement Date but prior to your Normal Retirement Date and the value of your vested benefit does not exceed \$1,000, then a distribution will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

Early Retirement Benefit. Your "Early Retirement Benefit" payable at your Early Retirement Date will be equal to the greater of (1) your vested Accrued Benefit reduced by 1/15 for each of the first five years and then 1/30 for each year of the next five years, and actuarially, thereafter, that your Early Retirement Date precedes your Normal Retirement Date, or (2) the actuarial equivalent of your vested Accrued Benefit payable at your Normal Retirement Date. However, this amount will be reduced, if necessary, in order to comply with any law that restricts the amount that can be paid to you prior to your Normal Retirement Date.

Payment of your "Early Retirement Benefit" will begin within a reasonable period of time after the date you elect to receive payment. (See the Article entitled "Form of Benefit Payment.")

How will my benefits be paid to me?

There are various methods by which benefits may be distributed to you from the Plan. The method can depend on your marital status, as well as the elections you and your spouse make. All methods of distribution, however, have equivalent values. The rules under this Section apply to all distributions you will receive from the Plan, whether by reason of retirement or any other event that may permit a distribution of benefits.

Annuity Distribution. If you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you elect an alternative form of payment. This means that you will receive payments for your life, and after your death, your surviving spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. You may elect a joint and 75%, 66 2/3% or 100% survivor annuity instead of the standard joint and 50% survivor annuity. You should consult an advisor before making such election.

If you are not married on the date your benefits are to begin, you will automatically receive a life annuity, unless you elect an alternative form of annuity. This means you will receive payments for as long as you live.

Accrued Benefit does not exceed \$5,000. Regardless of the preceding, if the value of your vested Accrued Benefit does not exceed \$5,000, then your vested benefit may only be distributed to you in a single lump-sum payment in cash or as a direct rollover.

Consent requirements. If the value of your vested Accrued Benefit exceeds \$1,000, you must consent to any distribution before it may be made. In addition, if the value of your vested Accrued Benefit exceeds \$5,000 and you want the distribution to be in a form other than an annuity, you (and your spouse, if you are married) must first waive the annuity form of payment.

May I elect another form of benefit?

Waiver of annuity. If the value of your vested Accrued Benefit in the Plan exceeds \$5,000, then the Administrator will explain the joint and survivor annuity or the life annuity to you in greater detail when you are about to receive any distribution. You will be given the option of waiving the joint and survivor annuity or the life annuity form of payment during the 180-day period before the annuity is to begin. **IF YOU ARE MARRIED, YOUR SPOUSE MUST IRREVOCABLY CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A NOTARY OR A PLAN REPRESENTATIVE.** You may revoke any waiver. The Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Administrator of any change in your marital status.

Other form of distribution. If the value of your vested Accrued Benefit exceeds \$5,000 and you are married and do not want to receive a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin and do not want to receive a life annuity, then you may elect to receive your vested Accrued Benefit in an alternative form of payment. If you are married, your spouse must generally consent to the alternative form of payment. The alternative forms of payment are:

- the following forms of life annuity:
 - straight life annuity
 - life and 10 or 15 years certain

Delaying distributions. You may delay the distribution of your vested Accrued Benefit unless a distribution is required to be made, as explained earlier, because the value of your vested Accrued Benefit does not exceed \$1,000. However, if you elect to delay the distribution of your vested Accrued Benefit, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should see the Administrator if you think you may be affected by these rules.

**ARTICLE VI
BENEFITS AND DISTRIBUTIONS UPON DEATH**

What happens if I die while working for the Employer?

Death benefit. If you are married at the time of your death, then your spouse will be entitled to receive a death benefit that is subject to certain limitations imposed by law. Death benefits will generally be equal to the actuarial equivalent of the "minimum spouse's death benefit." The "minimum spouse's death benefit" is equal to the amount that would have been paid to your spouse if you had begun receiving distributions under a joint and 50% survivor annuity. For example, suppose that if you were to retire, you would receive an annuity paying you \$1,000 a month for your life and then upon your death, \$500 each month to your spouse (this is a joint and 50% survivor annuity). In this example, the amount payable to your spouse is the "minimum spouse's death benefit."

No death benefits will be provided if you are not married at the time of your death.

How will the death benefit be paid to my beneficiary?

Annuity distribution. If the value of the death benefit payable to your spouse does not exceed \$5,000, then the benefit may only be paid as a lump-sum or as a direct rollover. If the value of the death benefit exceeds \$5,000, the death benefit will be paid in the form of an annuity, that is, periodic payments over the life of your spouse. Your spouse may direct that payments begin within a reasonable period of time on or after the first day of any month following your death.

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die before receiving all benefits, your beneficiary will only be entitled to receive amounts, if any, that are payable under the form of the distribution you elected to receive. For example, if you were receiving payments as a single life annuity, then no amounts are payable after your death.

**ARTICLE VII
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this

direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you decide to directly transfer all or a portion of a distribution, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the question entitled "How will my benefits be paid to me?" for a further explanation of this waiver requirement.)

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE VIII PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your benefit in the Plan may not be alienated. This means that your benefit may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your accrued benefit under the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your benefit in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in your Accrued Benefit.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, accruals under the Plan will stop (i.e., your Accrued Benefit at the time of the Plan termination will not increase) and you will become 100% vested in your Accrued Benefit (to the extent funded as of such date of termination). The Administrator will direct that distributions be made to you within a reasonable period of time after the Plan is terminated. In some cases, this process can take over one year.

Upon termination of the Plan, the assets of the Plan will be used to provide the benefits under the Plan. If there are not sufficient assets to pay all benefits, then the assets will generally be divided proportionately based on all participants' accrued benefits. However, the rules governing the distribution of Plan assets on termination are complex and the actual distribution of assets could vary.

Any excess funds will revert to your Employer.

Are my retirement benefits insured?

No. Some plans are required to be insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal insurance agency. However, benefits under this Plan are NOT insured by the PBGC under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this Plan.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.
- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan participant?

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many years you have to work to get a right to a pension. **THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE EVERY TWELVE (12) MONTHS.** The Plan must provide this statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

How do I enforce my rights?

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Administrator. If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

Where can I get assistance with my questions?

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE IX GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Diocese of La Crosse Lay Employees' Retirement Plan.

Plan Number

Your Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

This Plan was originally effective on January 1, 1974. The amended and restated provisions of the Plan become effective on January 1, 2012.

You should note, however, that effective as of December 31, 2006, this Plan is a frozen plan. This means that your Accrued Benefit will not be increased after this date.

Other Plan Information

Certain distributions are based on the Anniversary Date of the Plan. This date is January 1.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

The Plan and Trust will be governed by the laws of Wisconsin to the extent not governed by federal law.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

Employer Information

Your Employer's name, address and identification number are:

Diocese of La Crosse
3710 East Avenue South, P.O. Box 4004
La Crosse, Wisconsin 54602-4004
39-0807229

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, provides you with the forms you need to complete for Plan participation, and directs the payment of your benefit at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

St. Ambrose Financial Services, Inc.
3710 East Avenue South, P.O. Box 4004
La Crosse, Wisconsin 54602-4004
(608) 788-7700

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed.

The Plan's Trustee is:

Marshall & Ilsley Trust Company
111 East Kilbourn Avenue Suite 200
Milwaukee, Wisconsin 53202

(414) 287-7079