

**PENSION PLAN FOR LAY EMPLOYEES
AND
RELIGIOUS SISTERS AND BROTHERS
WITHIN THE DIOCESE OF PALM BEACH**

SUMMARY PLAN DESCRIPTION

JULY 1999

PREAMBLE

The Diocese of Palm Beach Pension Plan was established July 1, 1985, to benefit its employees when their working years are over. In 1989, the Diocese of Palm Beach Pension Plan was split into two plans - the Pension Plan for Priests within the Diocese of Palm Beach and this Pension Plan for Lay Employees and Religious Sisters and Brothers of the Diocese of Palm Beach. The purpose of the Plan is to provide you with additional retirement income, supplementing other sources usually and customarily available, such as Social Security. This will become clear to you as you continue reading this Summary, which describes all the facts you need to know about the Plan - including when you qualify for benefits and how much you can expect to receive.

Plan funds are administered for the exclusive benefit of participants by the Board of Trustees under the direction of the Bishop of the Diocese of Palm Beach. By law, these funds may not be directed to any other use by anyone, including the Bishop of the Diocese of Palm Beach. Furthermore, benefits may be distributed only in accordance with the provisions of the Plan Document approved by the Internal Revenue Service and as administered by the Board of Trustees.

Since this booklet is a summary of the actual Plan provisions pertaining to Lay Employees and Religious Sisters and Brothers, it may be necessary to refer to the Plan documents for the answers to certain questions. In case there is any conflict between this summary and the actual Plan, the provisions of the Plan will govern. Copies of the actual Plan document are available from the Plan Administrator for a nominal charge to cover printing and mailing costs.

You should keep this summary where you can conveniently refer to it. And above all, if you have any questions about your Pension Plan, ask the Benefits Office.

Note: The provisions in this summary apply to those who are active participants under the Plan on or after July 1, 1999.

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IMPORTANT TERMS AND DEFINITIONS

BISHOP means the Bishop of the Diocese of Palm Beach

BOARD OF TRUSTEES means the Pension Plan Board of Trustees

DIOCESE means the Diocese of Palm Beach. For purposes of this Plan, the term Diocese includes any Parish, Institution, School, or Entity established and operated within the Diocese, with the sanction of the Bishop, and designation by the Bishop and the Board as a participating entity under the Plan.

EARNINGS means total compensation paid while Employee is a Member, including amounts contributed to a cafeteria plan, a 401(k) plan, a 403(b) plan, or a 457 plan.

EMPLOYEE means any Lay Employee or Religious Sister or Brother.

LAY EMPLOYEE means any lay person employed by the Bishop or the Diocese in a normal employer-employee relationship (i.e., issuance of IRS Form W-2, etc.). It does not include Priests or Religious Sisters or Brothers.

MEMBER means an Employee who meets the Plan requirements and is enrolled as a Plan Member.

PLAN means the Pension Plan for Lay Employees and Religious Sisters and Brothers within the Diocese of Palm Beach as adopted by the Bishop and executed as of July 1, 1998, and as thereafter amended.

PLAN ADMINISTRATOR is the Diocese of Palm Beach Pension Plan Board of Trustees.

ORIGINAL PLAN EFFECTIVE DATE means July 1, 1985.

PLAN YEAR means any year commencing on July 1, and ending on June 30.

RELIGIOUS SISTER AND BROTHER means any Religious Sister or Brother who was a participant or member of a plan of another diocese and was so recognized by such plan's board of trustees, and who immediately thereafter became and was acknowledged by this Plan's Board of Trustees as a transferee from such plan into this Plan.

MEMBERSHIP

ELIGIBILITY

Every employee, as defined previously, shall become a Member of the Plan.

Persons not eligible for membership are:

- A. Persons working solely on a non-employee contractual basis, and
- B. Persons rendering voluntary service only.

In addition, the following provisions apply;

- A. Participation for eligible employees is mandatory.
- B. No Member shall be permitted to withdraw from the Plan, except by retirement, disability, death or termination of employment.
- C. There is no minimum or maximum age limitation, nor is there any waiting period.
- D. No employee contributions are required or permitted.

DESIGNATION OF BENEFICIARY

Beneficiary means the person(s) entitled to receive any benefits hereunder at the death of a Member and who has been designated in writing by the Member and filed with the Plan Administrator. If no such designation is in effect at the time of the Member's death, or if no person so designated is living at the time, the Board shall have authority to designate as beneficiary(s) the heirs at law.

A Member should promptly designate and maintain on an up-to-date basis a Beneficiary designation for any death or survivor's benefits under the Plan. A signed copy of all completed forms must be filed with the Plan Administrator.

THE PLAN COSTS YOU NOTHING

Your Employer pays the entire cost of the Plan for you - there are no deductions from your pay.

An actuary calculates the Employer contributions to the Plan to keep it funded on a sound basis.

Your Employer's contributions are paid directly into a trust fund to be used exclusively for the benefit of Plan participants and their beneficiaries.

CREDITED SERVICE

Your years of Credited Service are used to determine when you qualify for benefits and how much your benefits will be:

CREDITED SERVICE IS DEFINED AS:

Prior Service which means service prior to July 1, 1985, as transferred from the Miami Plan or the Orlando Plan (as applicable)

plus

Years of Service following June 30, 1985.

Year of Service which means each Plan Year after June 30, 1985, during which a Member has completed at least 1000 Hours of Service with the diocese. For Religious Sisters and Brothers, a

Year of Service means each Plan Year after June 30, 1985, during which a member performs services within the Diocese and/or is on disability leave for at least six (6) full calendar months.

SPECIAL RULE

For each Plan Year during which a Member, other than a Religious Sister or Brother, and has completed at least 501 Hours of Service but less than 1000 Hours of Service with the Diocese, that Member shall accrue one-half Year of service. Hours of Service means any hour for which a Member is paid or entitled to payment for the performance of duties in the Diocese.

MATERNITY/PATERNITY LEAVE

For employees other than Religious Sisters and Brothers, following June 30, 1985, the term “maternity/paternity leave” shall mean the absence from work by reason of the pregnancy of the Employee, the birth of a child, the placement of a child in connection with the adoption of the child by the employee, or the caring for a child during the period immediately following the birth of placement for adoption. Additional hours of service will be credited if necessary to prevent a break in service in the year such absence begins. If no additional hours are required in that year, they will be available for the following year to prevent a break in service. The Employer may require certification that the leave was for one of the permitted reasons. Hours credited for maternity/paternity leave are not taken into account for benefit accrual purposes.

BREAKS IN SERVICE

If you are an Employee who is not a Religious Sister or Brother, any Plan Year during which you have less than 501 hours is considered a Break in Service. If you are an Employee who is a Religious Sister or Brother, any Plan Year during which you do not complete three or more months of service as a sister or brother in the Diocese is considered a Break in Service. Under the Plan, a Break in Service is considered to be an interruption of your employment. However, you remain entitled to the years of service you had earned before your Break in Service began if:

- A. You were vested before the Break in Service.

or

- B. The number of your consecutive Breaks in Service years is less than five, and less than the number of years of Credited Service before the Break.

NOTE: If you have 5 or more Years of Credited Service you are fully vested and cannot lose benefits due to Break in Service.

If you are a Religious Sister or Brother, you cannot forfeit any Years of Credited Service accrued after June 30, 1985.

WHEN YOU MAY RETIRE

NORMAL RETIREMENT DATE

Your normal retirement date is the first day of the month on or after reaching your 65th birthday and the completion of 10 Years of Service. Please note that a different normal retirement date may apply to you if you have not been credited with a Year of Service after June 30, 1986.

EARLY RETIREMENT - LAY EMPLOYEES ONLY

If you are a Lay Employee you may retire before age 65, with a reduced benefit, if you are at least age 55 and have completed 20 Years or more of Credited Service.

DELAYED RETIREMENT

You may remain actively employed beyond your Normal Retirement Date and continue to accrue benefits under the Plan. Your retirement date shall be the first day of the month on or after the date on which you actually retire.

RETIREMENT BENEFITS

NORMAL RETIREMENT BENEFIT - LAY EMPLOYEES

Your monthly benefit is calculated as follows:

1.67% times Average Monthly Earnings

times

Years of Credited Service

For example:

Credited Service: 20 years

Average Monthly Earnings: \$800.00

$1.67\% \times \$800 \times 20 \text{ years} = \$267.20/\text{month}$

NOTE:

1. Average Monthly Earnings means 1/12 of the arithmetic average of annual earnings for the highest five (5) consecutive years preceding actual retirement or termination date.
2. The Plan benefit is in addition to Social Security.

The benefit is payable commencing on your Normal Retirement Date and continuing for life. Other forms of benefit distributions are available, see "Optional Forms or Retirement Benefit," below.

NORMAL RETIREMENT BENEFIT - RELIGIOUS SISTERS AND BROTHERS

Your monthly benefit shall be calculated as follows:

\$27.48

times

Years of Credited Service

For Example:

Credited Service: 10 years
\$27.48 x 10 years = \$274.80/month

The \$27.48 will increase 3% each July 1st. For example:

<u>On or after</u>	<u>Benefit Amount</u>
7/1/00	\$28.30
7/1/01	\$29.15
7/1/02	\$30.02
7/1/03	\$30.92
7/1/04	\$31.85

NOTE:

1. Once your benefit has commenced, your monthly benefit will increase 3% per year as a cost of living adjustment.
2. The Plan benefit is in addition to Social Security

The benefit is payable commencing on your Normal Retirement Date and continuing for life.

EARLY RETIREMENT BENEFIT - LAY EMPLOYEES

Your monthly benefit is calculated as follows:

- A. A deferred monthly retirement benefit commencing on your Normal Retirement Date and

continuing for life. The benefit shall be calculated as above except that Credited Service and Average Monthly Earnings shall be determined as of your Early Retirement date.

or

B. An immediate monthly retirement benefit commencing on your Early Retirement Date and continuing for life, your benefit shall be as determined in (A) above, then reduced for the number of years and months your Early Retirement Date precedes your Normal Retirement Date. Your Early Retirement Benefit is reduced because it will start sooner and be paid out over a longer period of time. This chart shows the percentage of your accrued benefit you would receive at various retirement dates:

Early Retirement Age	% of Benefit*
55 (10 Years Early)	50.000%
56 (9 Years Early)	53.333
57 (8 Years Early)	56.667
58 (7 Years Early)	60.000
59 (6 Years Early)	63.333
60 (5 Years Early)	66.667
61 (4 Years Early)	73.333
62 (3 Years Early)	80.000
63 (2 Years Early)	86.667
64 (1 Year Early)	93.333
65 (Normal Retirement)	100.000

*Once the benefit has been calculated and payment has commenced, the amount of benefit remains fixed. Thus, if your payments commence at age 58, your benefit is permanently reduced to 60%.

For example:

Credited Service:	20 years
Average Monthly Earnings:	\$800.00
Age at Early Retirement Date:	58

Early Retirement Benefit starting at age 58.

$$1.67\% \times \$800 \times 20 \text{ years} \times 60\% = \$160.32$$

EARLY RETIREMENT BENEFIT - RELIGIOUS SISTERS AND BROTHERS

The Plan does not provide for an early retirement benefit for Religious Sisters and Brothers.

DELAYED RETIREMENT BENEFIT

Your monthly benefit is calculated in the same manner as your Normal Retirement Benefit, except that Credited Service and Average Monthly Earnings shall be determined as of your actual retirement date. Your monthly payments shall commence on the first day of the month on or after your Delayed Retirement Date.

AGE 70 ½ BENEFIT

A vested Member who remains actively employed on the April 1 following the calendar year in which he attains age 70 1/2, shall be treated as a retiree as of that date, while continuing to accrue additional retirement benefits. The benefit is your vested accrued benefit calculated in the same manner as the Normal Retirement Benefit above, using your years of service and earnings as of the year you attained age 70 ½. Upon actual retirement or death, and as otherwise required by law, the amount of the benefit shall be recalculated to include the additional accrual.

LIMITS ON BENEFITS

Under the Internal Revenue Code, annual benefits under the Plan generally may not exceed

\$90,000 or 100% of your average compensation for your highest 3 years of earnings, or such

other limits as the law provides from time to time. The \$90,000 limit in the preceding sentence may be adjusted from time to time. For 2000, this limit has been adjusted to \$135,000.

VESTING

The term “Vesting” refers to the nonforfeitable right which you acquire to an accrued benefit, and which cannot be divested for any reason. If you terminate service in the Diocese, either voluntarily or by discharge, and are not eligible at date of termination for any other benefits, your entitlement to vested benefits shall be determined as follows:

Vesting Schedule

Years of Credited Service	Vested % of Accrued Benefit
Less than 5 years	0%
5 years or more	100%

Your accrued benefit at date of termination shall be determined in the same manner as that for Normal Retirement except that Credited Service and Average Monthly Earnings shall be determined as of the date of termination. When you reach normal retirement age while still employed by the Diocese you become fully vested in your benefits.

PAYMENT OF VESTED BENEFITS

Payment of vested benefits shall commence at your Normal Retirement Date. However, if you have fulfilled the Credited Service requirement of Early Retirement (20 years) at the time of termination of service, the Accrued Benefit reduced for Early Retirement will be payable at your option when you reach Early Retirement Age. If you are a Lay Employee, in the event of your

death prior to the commencement of vested benefit payments, a death benefit payment shall be payable (see section entitled Death Benefits).

VESTED INTERESTS NON-ASSIGNABLE

A vested interest is not assignable or transferable, and may not be used as collateral or pledged or alienated in any way (with the exception of a Qualified Domestic Relations Order as explained under Other Facts You Should Know).

OPTIONAL FORMS OF RETIREMENT BENEFITS

The standard pension benefits under the Plan are payable to you monthly, upon retirement, for as long as you live. At your death this benefit ceases subject to the provisions of Item 4 in this Section entitled Qualified Joint and Survivor Annuity. However, the Plan also provides for an election, by you, of other forms of payment which may continue benefits to a named beneficiary at your death. If you choose one of these options, the monthly benefit is reduced in order to help pay for the continued payments to the survivor. This election must be made by you prior to the time benefit payments start. All elections must comply with the minimum distribution rules of the Internal Revenue Code. The following summarizes both the normal and optional forms of retirement benefits.

1. LIFE ANNUITY

Retirement benefits are paid for as long as you live. This is the normal form of payment under the Plan. (However, see section 4 below).

2. JOINT AND LAST SURVIVOR OPTION

You may elect to receive a decreased retirement benefit during your lifetime and have such decreased benefit continue after your death to your designated individual beneficiary for the beneficiary's lifetime. If your beneficiary is not your spouse and is more than 10 years younger than you, your beneficiary's benefit as a percentage of your benefit may be limited.

3. 10 YEAR CERTAIN AND LIFE THEREAFTER

You may elect to receive a decreased retirement benefit for as long as you live with 120 monthly payments guaranteed. If, after retiring, you die prior to receiving all 120 monthly payments, the balance of the payments shall be made to your designated beneficiary or to your Estate in the absence of or upon the subsequent death of the designated beneficiary.

4. QUALIFIED JOINT AND SURVIVOR ANNUITY (MARRIED MEMBERS ONLY)

If you are married when retirement income payments are to begin, your benefit will automatically be reduced and payable as a qualified joint and survivor annuity. In order to elect another form of payment, you must get your spouse's consent. The spousal consent must be in writing, witnessed by a Notary Public or representative of the Employer, and your spouse must acknowledge the effect of such an election. If you have been married for less than one year when your retirement income payments are to begin, special provisions of the Plan may apply to you. Please contact the Benefits Office for more information. A Qualified Joint and Survivor Annuity for Plan purposes means a decreased monthly annuity for your life with a survivor annuity for the life of your spouse which is equal to fifty percent (50%) of the amount of the annuity payable the joint lives of you and your spouse.

DEATH BENEFITS

No post retirement death benefits are payable unless by reason of an Option selected prior to retirement (see Section entitled Optional Forms of Retirement Benefits).

PRE-RETIREMENT DEATH BENEFIT FOR VESTED MEMBERS - LAY EMPLOYEES

A pre-retirement death benefit will be paid on your behalf whether or not you are actively employed, if you have a vested right to any portion of your accrued benefit and die prior to commencement of benefits.

A. Members Eligible for Early or Normal Retirement

If you have fulfilled the requirements for Early or Normal Retirement and have not commenced receipt of benefits, a survivorship benefit shall be payable equal to 50% of the Actuarially Equivalent single sum value of your vested accrued benefit as of your date of death. If the single sum value is \$7,000, or less, the benefit shall be paid in a lump sum. If the single sum value exceeds \$7,000, the benefit shall be paid in the form of a monthly survivor annuity unless the beneficiary and the Board of Trustees agree to an alternative Actuarially Equivalent form of benefit that satisfies the minimum distribution rules of the Internal Revenue Code. The benefits shall be paid as soon as the required calculations and paperwork are completed following your death.

The survivor benefits shall be payable to your spouse, if you have one, unless, with your spouse's written consent, a different Beneficiary is designated by you. In the event that you are not married at the time of your death or the spousal marriage requirements are not met, the survivor benefit shall be paid to your designated Beneficiary. Please refer to Section 4 of

Optional Forms of Retirement Benefits regarding Qualified Joint and Survivor Annuities for details about spousal consent.

B. Members Not Eligible for Early or Normal Retirement

If you have not fulfilled the requirements for Early or Normal Retirement, a survivorship benefit shall be payable equal to 50% of the Actuarially Equivalent single sum value of your vested Accrued Benefit as of your date of death. This single sum shall be paid to your Beneficiary as soon as is practicable following your death. If the single sum amount exceeds \$20,000, the benefit shall be paid in the form of a monthly survivor annuity. This annuity shall commence on the earliest date under the Plan on which you could have commenced receiving retirement benefits, or if the Beneficiary(ies) so elects, the benefit will commence upon approved application for benefits in a monthly survivor annuity which is actuarially equivalent.

PRE-RETIREMENT DEATH BENEFIT FOR VESTED MEMBERS-RELIGIOUS SISTERS AND BROTHERS

The Plan does not provide for a pre-retirement death benefit for Religious Sisters and Brothers.

PRE-RETIREMENT DEATH BENEFIT FOR NON-VESTED MEMBERS

No pre-retirement death benefits are payable on your behalf if you are not vested.

OTHER FACTS YOU SHOULD KNOW

IF YOU RETURN TO SERVICE (RETIREEES ONLY)

If you return to work after you have started to receive retirement benefits, and if you are considered an active member of the Plan, then your benefits will stop until you retire.

Exception: If you have passed the April 1st following the calendar year you reach the age 70 1/2, benefits will not cease.

Upon retiring again, the amount of benefit shall be recalculated to include any additional accruals.

NO BENEFITS FOR DUPLICATE PERIOD OF SERVICE

No retirement benefit shall be paid to any person from this Plan for any period of employment concerning which retirement benefits are paid from another plan (except for Social Security and Worker's compensation benefits).

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

Payment of benefits shall be made to an alternate payee with respect to a Member pursuant to a "qualified domestic relations order" and shall not be treated as an assignment or alienation of benefits. A "domestic relations order" is a judgment, a decree or order (including approval of a property) settlement agreement, that (a) relates to the provisions of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Member, and (b) is made pursuant to domestic relations law (including a community property law). A domestic relations order is a "qualified domestic relations order" if it creates or recognizes the existence of an alternate payee's right to (or assigns to an alternate payee the right

to) receive all or a portion of the benefits payable to a Member under the Plan, specifies required information, and does not alter the amount or form of Plan benefits.

An “alternate payee” is a spouse, former spouse, child or other dependent of a Member who is recognized by a domestic relations order as having the right to receive all, or a portion of, the benefits under a Plan with respect to the Member.

A QDRO can require benefits to be paid to an alternate payee at a time when benefits are not payable to the Member because the Member has not retired or separated from service. In the case of any payment before a Member has separated from service, a domestic relations order may provide that payments must begin to the alternate payee on or after the date on which the Member attains (or would have attained) the earliest retirement age under the Plan. If the Member dies before the Early Retirement Date, the alternate payee is entitled to benefits only if the QDRO required survivor benefits to be paid.

ADMINISTRATION OF THE PLAN

A. Administration

The Plan is administered by a Board of Trustees which serves as Trustee of the fund and is responsible for the management and proper operation of the Plan. The Board consists of not less than three (3) members.

The Board has the power to interpret the provisions of the Plan, to determine questions relating to eligibility, participation, and benefits and such other powers, authority and duties as are necessary for the operation and administration of the Plan and as prescribed by the Plan documents.

The Board holds regular meetings throughout the year in order to carry out its administrative duties on a current and complete basis.

B. Trust Fund - Investments

The Trust Fund established as part of the Plan is the depository of all contributions and assets required for benefits under this Plan and other qualified Plans established by the Diocese.

Professional investment managers are appointed by the Board to handle investment decisions and are subject to ongoing review. All Fund assets, including asset appreciation and Fund earnings, are held in the Trust Fund for the exclusive purpose of providing benefits for Plan Members and beneficiaries.

C. How to File for a Benefit

You may obtain an application for benefits from the Benefits Office (address given on the last page). The completed application, along with all requested supporting documentation, must

be returned to the Benefits Office. Once the completed application is received, your benefit status will be determined by the actuary and you will be notified by the Benefits Office accordingly.

D. Denied Claims Procedure

If you believe that you are eligible to claim benefits under the Plan, your claim should be filed in writing with the Plan Administrator. If your claim for benefits is denied, in whole or in part, you or your beneficiary will receive a written notice from the Plan within 90 days after the date on which your claim was filed. The Plan Administrator can extend this period for an additional 90 days by notifying you or your beneficiary of the reasons for the extension and the date when you can expect to receive a decision. The written notice will provide you or your beneficiary with:

- The specific reason or reasons for the denial;
- Specific reference to the Plan provisions on which the denial was based;
- A list of any additional information necessary to support your claim (along with an explanation of why the additional material is necessary); and
- An explanation of steps to take if you wish to submit your claim for review.

If you wish to appeal a denied claim, you or your beneficiary must file a written request for a review of the denial of the claim for benefits with the Plan Administrator within 60 days after receipt of a claims denial notice. The request must include all information not previously submitted that you or your beneficiary want to be considered in connection with the claim. On request to the Plan Administrator, you can review plan documents and other information pertinent to the request for review.

Generally, the Plan Administrator will make a final decision within 60 days after you file your request for appeal. This period can be extended to 120 days after your request for appeal by a notice to you that explains the reason for the extension and the date you can expect to receive a decision. The Plan Administrator has final discretionary authority to determine whether you are eligible for a benefit, and to decide all questions relating to the Plan and to interpret the Plan.

You will receive the Plan Administrator's final decision in writing.

Any other claims you may have against the Plan should also be filed with the Plan Administrator and will be considered in accordance with the foregoing procedures.

E. Name and Address Changes

You shall be responsible for notifying the Benefits Office of any change in your name or address to which any benefits payable under the Plan or other communications are to be mailed. If any check in payment of a benefit hereunder (which was mailed by regular United States mail to your last known address) is returned unclaimed, no further action shall be taken until a determination therefore is made by the Board.

F. Employer Identification Number

The Employer Identification Number is 59-2438903.

BENEFITS OFFICE

Diocese of Palm Beach Chancery
9995 N. Military Trail
Palm Beach Gardens, Florida 33410

Principal Contact: Benefits Office
Phone: (561) 775-9525