

FRIENDS OF SAINT JEREMIAH

COVENANT

Kneeling before our Lord and Savior Jesus Christ

Lorraine Ellen Dray, Mary Anne Mendenhall and Thomas Patrick Tierney

Members all by Sacramental Baptism of the Holy Roman Catholic Church and parishioners all at
Mother Church's Saint Jeremiah Parish in Framingham, Massachusetts, USA

Gather as an institute of religious work and covenant

1. Name - The exact name of the Institute is: Friends of Saint Jeremiah
2. Mission - The mission and purpose of the Institute is to engage in the following activities:
 - * Worshipping and glorifying God
 - * Defending the Roman Catholic Faith
 - * Serving and protecting those in practice of the Roman Catholic Faith

The noted service and protection shall include in particular, but not be limited to, assisting the parishioners of Saint Jeremiah Parish, as they existed on the Effective Date of this Covenant, in practicing their Roman Catholic Faith.

3. Archservants - The Institute shall have three archservants - known to Caesar ["KTC"] as officers:
 - * Prefect - The Institute's Prefect [KTC as President] shall preside at all Council [described below] meetings and shall perform such other duties as the Council may assign to him or her. The Institute's first Prefect shall be:

Mary Anne Mendenhall
74 Leigh Street
Framingham, Massachusetts, USA
 - * Scribe - The Institute's Scribe [KTC as Secretary] shall be the keeper of all of the Institute's non-financial records and shall perform such other duties as the Council may assign to him or her. The Institute's first Scribe shall be:

Lorraine Ellen Dray
55 Hadley Road
Framingham, Massachusetts, USA

- * Bursar - The Institute's Bursar [KTC as Treasurer] shall be the receiver, holder, investor and disbursing officer of all of the Institute's assets and the keeper of its financial records and shall perform such other duties as the Council may assign to him or her. Said disbursement of the earnings of the Institute shall not inure to the benefit of any individual. The Institute's first Bursar shall be:

Thomas Patrick Tierney
7 Lomas Drive
Framingham, Massachusetts, USA

The Initial term of service for the Institute's Archservants shall be the time period bounded by the Effective Date of this Covenant until the end of the day on December 31, 2006, A.D., Eastern Local Time ["ELT"]. Subsequent terms shall be the A.D./ELT 2007 and later calendar years.

An Archservant's term of office shall end upon the earlier of: (a) the later of the expiration of the specified term for his or her office and the assumption of same by a duly-appointed successor; (b) his or her resignation; and (c) the termination of his or her status viator. An archservant may resign at any time by giving notice of same to all of his or her fellow archservants; said resignation shall be effective when said delivery is complete or such later date and time as said notice shall specify.

Post-Initial terms and all vacancies shall be filled by the Council.

Archservants shall receive no compensation for their service but they may be reimbursed for any necessary and reasonable expenses.

4. Council - The Institute shall act through its Archservants as they are directed by this Covenant and the Council [KTC as a "Board of Directors"] in which they sit.

The Council's membership shall consist of all of the Archservants.

A quorum shall consist of all Archservants.

The Council shall act by unanimous consent.

The Council shall adopt Canons [KTC as "By-laws"] to guide the Institute and its Archservants and it may issue such other directives as it deems necessary.

The Council shall meet once each A.D./ELT calendar year at a time and place designated in its Canons and at additional times and places as it otherwise specifies.

5. Servants - The Institute shall admit Servants [KTC as "Members"] to the Institute in a manner specified by the Council. Servants shall act with rights and under obligations that the Council specifies.
6. Effective Date - The Institute is created effective 11:00pm ELT on April 29, 2005, A.D.

7. Liturgical Year - The Institute's first Liturgical Year [KTC as a "Fiscal Year"] shall be the time period bounded by the Effective Date of this Covenant until the end of the day on December 31, 2005, A.D., ELT. Subsequent Liturgical Years shall be the A.D./ELT 2006 and later calendar years.

8. Address - The Institute's initial address shall be:

Friends of Saint Jeremiah
c/o Thomas P. Tierney, Bursar
7 Lomas Drive
Framingham, MA 01701-3950
USA

Said address, and subsequent addresses, may be changed by the Council at any time.

9. Amendment - This Covenant may be amended by the Council at any time. This power of amendment shall include the power to adopt an amendment of dissolution which, if adopted, shall provide that all of the Institute's then existing assets shall be distributed for an exempt purpose as provided under Section 501(c)(3) of the Internal Revenue Code of the United States of America.

IN WITNESS WHEREOF AND UNDER THE GUIDANCE OF THE HOLY SPIRIT, we, whose signatures appear below, gather and, by affixing our signatures hereto, create the institute of religious works known as the Friends of Saint Jeremiah.

/s/ Mary Anne Mendenhall
Mary Anne Mendenhall - First Prefect

May 21, 2005, A.D.
Date

/s/ Lorraine Ellen Dray
Lorraine Ellen Dray - First Scribe

May 21, 2005, A.D.
Date

/s/ Thomas Patrick Tierney
Thomas Patrick Tierney - First Bursar

May 21, 2005, A.D.
Date