

**BATES COLLEGE  
MONEY PURCHASE PENSION PLAN**

**SUMMARY PLAN  
DESCRIPTION**

2010

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## INTRODUCTION

This booklet is called a Summary Plan Description ("SPD") and is intended to be a brief description of the provisions of our **Plan**. Inside, you will find an explanation of your rights, obligations and benefits under our **Plan**.

Please read the description carefully to answer any questions you may have concerning our **Plan**. If you have questions after reading this booklet, please ask the **Plan Administrator**. You also have the right to read a copy of our **Plan** documents which are on file in the **Employer's** office.

NOTE: ***WE HAVE TRIED OUR BEST TO MAKE THIS A CLEAR AND UNDERSTANDABLE BOOKLET. HOWEVER, IF THERE IS ANY CONFLICT BETWEEN THIS BOOKLET AND THE ACTUAL PLAN DOCUMENT, OR BETWEEN THIS BOOKLET AND FEDERAL LAW, THE PLAN DOCUMENT OR FEDERAL LAW, AS APPROPRIATE, WILL CONTROL. THIS BOOKLET IS NOT INTENDED TO CHANGE OR EXTEND THE PROVISIONS OF THE PLAN.***

## A. GENERAL INFORMATION ABOUT THE PLAN

As you read this booklet, you will find that some words are in **Bold Type**. These words have the special meanings that appear below:

**COMPENSATION:** A faculty member's **Compensation** is his or her contract salary, including any amount you defer under this **Plan** or under certain other salary deferral arrangements, and any other Employee's **Compensation** is regular pay plus overtime or shift differential, including any amount you defer under this **Plan** or under certain other salary deferral arrangements. For both faculty and non-faculty employees, the following are excluded: earnings prior to becoming a member of the **Plan**, supplemental pay, car and housing allowances, relocation expense reimbursements, special stipends, any amounts of pay through grant sources above the salary stated in the contract (as applicable), severance, terminated vacation payouts and any other amounts that are not included in a faculty member's academic year contract or other employee's regular pay.

The **Compensation** that the **Plan** may take into account is subject to a dollar limit established by the Internal Revenue Service. For 2010, the limit is \$245,000. The IRS may adjust this amount each year for cost of living changes.

**EMPLOYER:** The **Employer** is the **Plan** sponsor. Our **Employer** name, address, telephone number, and federal identification number are:

President and Trustees of Bates College  
215 College Street  
Lewiston, ME 04240  
Telephone: (207) 786-6140  
EIN: 01-0211781

**FUND COMPANY:** **Fund Company** means TIAA-CREF. The Plan's assets are held in custodial accounts and/or contracts with the **Fund Company**.

**HOUR OF SERVICE:** An **Hour of Service** is any hour for which you receive pay or are entitled to receive pay from the **Employer** or any related company, including hours you are paid for vacation, holiday, illness, disability, layoff, jury or military duty, or leave of absence. However, no more than 501 **Hours of Service** are credited to an employee on account of any single continuous period during which the employee is not actually working.

**NORMAL RETIREMENT DATE:** This is the date on which you reach age 65. You are not required to retire on this date, of course.

**PLAN**: The name of the **Plan** is the "Bates College Money Purchase Pension Plan." Its identification number is 005. The **Plan** is legally classified as a money purchase pension plan. The initial effective date of the **Plan** was July 1, 1988. The effective date of the recent revisions is, in general, January 1, 2010. The **Plan's** agent for service of legal process is the **Plan Administrator**.

**PLAN ADMINISTRATOR**: The **Employer** serves as the **Plan's Administrator**.

**PLAN YEAR**: This is the 12-month period from January 1 to December 31.

## B. PARTICIPATION IN THE PLAN

### Q1 **HOW DO I BECOME A MEMBER OF THE PLAN?**

**A1** If you were a member of our **Plan** prior to its revision, you will continue as a member of the **Plan**. All other employees will become members as of the first day of the month coinciding with or next following their completion of one Month of Eligibility Service. An employee is credited with 1 Month of Eligibility Service on the 1-month anniversary of his or her date of hire.

However, any individuals classified as student employees are not eligible to participate in the **Plan**.

Any employees who are regularly scheduled to work less than 20 **Hours of Service** per week and are not expected to complete a Year of Eligibility Service are not eligible to participate in the **Plan**. However, if the employee does complete a Year of Eligibility Service the employee will no longer be excluded based on his or her **Hours of Service**.

In addition, seasonal employees and non-benefits eligible employees are not eligible to receive **Employer** matching contributions unless the employee completes 1 Year of Eligibility Service.

A Year of Eligibility Service is a 12-month period measured from your date of hire in which you are credited with at least 1,000 **Hours of Service**. If you were paid for less than 1,000 hours in that period, you will be credited with a Year of Eligibility Service whenever you complete 1,000 hours or more in any other 12-month period beginning on an anniversary of your date of hire.

**Reemployed Members**: If you leave the **Employer** while a member of the **Plan**, and then come back to work, you will become a member again on your return.

## C. CONTRIBUTIONS TO THE PLAN

### **Q2**     **HOW MUCH DOES THE EMPLOYER CONTRIBUTE TO THE PLAN?**

**A2**     Each **Plan Year**, the **Employer** will contribute to the account of each eligible employee.

First, the **Employer** will make a contribution equal to 6.7% of your **Compensation** up to \$16,850 for the **Plan Year**. And, each eligible employee who earned in excess of \$16,850 for the **Plan Year** will receive an additional contribution in an amount equal to 11.0% of his **Compensation** in excess of \$16,850. The **Employer's** contribution will be reduced by any forfeitures that occur during the **Plan Year** (see Q & A 5). See the Appendix for a detailed explanation of the **Employer's** contribution.

The **Plan's** method of allocating the **Employer's** contribution satisfies complex rules which permit retirement plans to integrate plan contributions with Social Security.

**Example:** Marie's **Compensation** for the **Plan Year** is \$41,000. The **Employer** contribution to be allocated to her account under the **Plan** is calculated as follows:

$$\begin{array}{rcl} \$16,850 \times 6.7\% & = & \$1,128.95 \\ & \text{-plus-} & \\ (\$41,000 - \$16,850) \times 11\% & = & \$2,656.50 \\ \text{Total Employer contribution:} & & \$3,785.45 \end{array}$$

### **Q3**     **WHO IS ELIGIBLE TO HAVE EMPLOYER CONTRIBUTIONS ALLOCATED TO HIS ACCOUNT?**

**A3**     An account will be established for you under the **Plan** to which will be credited your yearly share of the **Employer's** contributions.

In order for your account to receive a share of the **Employer's** contribution for a **Plan Year**, you must only be a member of the **Plan**.

If a **Plan** member becomes disabled and qualifies for benefits under the **Employer's** long-term disability plan, the long-term disability plan will make contributions to the **Plan** based on the member's **Compensation** prior to the disability. The amount of the contributions, and the period for which the contributions will be made, are determined based on the provisions of the long-term disability plan and are subject to certain limitations under the Internal Revenue Code.

## D. VESTING OF CONTRIBUTIONS

**Q4** *HOW MUCH OF MY ACCOUNT AM I ENTITLED TO WHEN I LEAVE THE EMPLOYER?*

**A4** You are 100% vested in your entire account under the **Plan**. A "vested" benefit can never be taken away from you or forfeited.



## E. DISTRIBUTION OF BENEFITS

### **Q5**     ***WHAT HAPPENS IF I BECOME DISABLED?***

**A5**     If your employment with the **Employer** terminates as a result of a "permanent and total disability," you may request that payment of your benefits begin after the **Plan Administrator** has determined that you are permanently and totally disabled. Payments will commence as soon as administratively feasible after your request is received by the **Plan Administrator**. You may choose to delay payment of your benefits, but not beyond the date specified under Q & A 7.

"Permanent and total disability" means a physical or mental condition that can be expected to last for at least 12 months or result in death. It must be serious enough to prevent you, in the opinion of the **Plan Administrator** and based upon appropriate medical advice and examination, from engaging in any substantial or gainful economic activity. Receipt of a Social Security disability pension will be proof of permanent and total disability.

If a **Plan** member becomes disabled and qualifies for benefits under the **Employer's** long-term disability plan, the long-term disability plan will make contributions to the **Plan** based on the member's **Compensation** prior to the disability. The amount of the contributions, and the period for which the contributions will be made, are determined based on the provisions of the long-term disability plan and are subject to certain limitations under the Internal Revenue Code.

### **Q6**     ***IS THERE A DEATH BENEFIT?***

**A6**     If you die, your beneficiary will be entitled to receive the full value of your account under the **Plan** as a death benefit.

If you are married at the time of your death, your spouse is the beneficiary of 100% of your account, unless you have elected another beneficiary as described below. One-half of your account is reserved to provide a survivor annuity for your spouse. The survivor annuity will provide monthly payments to your spouse for his/her lifetime. The amount of monthly payments will depend upon the value of your account at the time the payments begin. The **Plan Administrator** may, however, distribute the benefit in an alternative method, such as a single sum or in installments, provided your spouse agrees in writing to an alternative form, or if the value of your account is less than \$5,000.

IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING AND WITNESSED BY A NOTARY PUBLIC OR A PLAN REPRESENTATIVE.

The period during which you and your spouse may waive this survivor annuity begins as of the first day of the **Plan Year** in which you reach age 35 (or the date you terminate employment with the **Employer**, if earlier) and ends when you die. You will be provided with a detailed explanation of the survivor annuity. This explanation must be given to you, generally, by the first day of the **Plan Year** in which you reach age 35, or within a reasonable period of time following either your attainment of age 35 or your termination of employment if you have not attained age 35. The **Plan's Fund Company**, as the **Plan Administrator's** agent, will provide you with these materials.

You should make sure that your correct date of birth is on file with the **Plan**.

If, however,

- (a) your spouse has validly waived any right to the death benefit in the manner outlined above,
- (b) your spouse cannot be located, or
- (c) you are not married at the time of your death,

then your death benefit will be paid to the beneficiary of your choosing in a single sum or installments, whichever is preferred. You may designate such beneficiary on a form to be supplied to you by the **Plan Administrator**. If you do not designate a beneficiary and you are not married, the **Plan** provides that your beneficiary will be your children, including adopted children, and grandchildren or, if none, your estate.

Because your spouse would have certain rights in the death benefit, you should immediately report any change in your marital status to the **Plan Administrator** and the **Plan's Fund Company**.

## **Q7**      **WHAT HAPPENS WHEN I RETIRE?**

**A7**      If you retire on or after your **Normal Retirement Date**, payments will commence as soon as administratively feasible after you retire, unless you otherwise elect in writing to defer receipt of your benefits.

If you choose, you may delay payment of your benefits. However, distribution of your **Plan** benefits must begin no later than the April 1st following the later of (1) the calendar year in which you attain age 70-1/2 or (2) the calendar year in which you retire.

**Q8      *WHAT HAPPENS IF MY EMPLOYMENT TERMINATES FOR OTHER REASONS?***

**A8**      If you terminate employment with the **Employer** before your **Normal Retirement Date**, for reasons other than death or disability, and elect to receive payment of your vested account, payment to you will be made as soon as administratively feasible following your date of termination.

**Q9      *HOW WILL MY ACCOUNT BE PAID?***

**A9**      If you are married on the date your benefits are to begin, your account will automatically be paid to you in a 50% joint and survivor annuity, unless you and your spouse otherwise elect. This means that if you die and are survived by a spouse, your spouse will receive a monthly benefit for the remainder of his/her life equal to 50% of the benefit you were receiving at the time of your death.

If you are not married on the date your benefits are to begin, your account will automatically be paid to you in the form of a single life annuity, with no further benefit payable upon your death.

If you wish to waive the joint and survivor form of payment, you may do so during the 180-day period ending on the date the annuity is to begin. However, YOUR SPOUSE MUST CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A PLAN OFFICIAL OR A NOTARY PUBLIC. You may revoke any waiver. The **Fund Company** will provide you with forms to make these elections. Because your spouse participates in these elections, you must immediately inform the **Plan Administrator** and **Fund Company** of any change in your marital status.

If you and your spouse elect not to take a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin, you may elect, in writing, to receive an alternative form of payment. This alternative form of payment will be a single sum, partial withdrawals, or installments payable at least annually over a specific number of years, as you elect, generally not to exceed your life expectancy or the joint life expectancy of you and your beneficiary.

Regardless of the form of payment you receive, its value to you will be the same value as each alternative form of payment.

The joint and survivor and life annuity forms of payment are not available if the value of your account is less than \$5,000.

## F. INVESTMENT OF YOUR ACCOUNTS

### **Q10** *HOW DO I KNOW THE TOTAL AMOUNT OF MY BENEFIT?*

**A10** The **Employer** contributions are not paid to you directly. If they were, you would be taxed on the money right now. Instead, they are contributed to the **Plan's Fund Company**, which holds them on your behalf. A separate bookkeeping account is maintained to keep track of your share of the contributions over the years. Also, each account will be charged with its share of the **Plan's** investment gains and losses. You will receive periodic statements showing:

- (1) your share of the **Plan's** assets at the beginning of the period;
- (2) changes due to investment results during the period;
- (3) your share of **Employer** contributions for the period;
- (4) your rollover contributions, if any, during the period; and
- (6) the ending balance.

### **Q11** *HOW IS THE PLAN'S MONEY INVESTED?*

**A11** The **Employer** offers you a choice of investment funds for your account. The **Plan** is intended to constitute a plan as described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1, which relieves the **Plan** fiduciaries of any liability for any losses that are the direct and necessary result of investment instruction given by any member of the **Plan**.

In deciding which fund to choose, there are important factors to keep in mind. The investment objectives of each fund vary and so do the risks involved. Before selecting how you want your account to be invested, you should consider how much risk you want to take.

The **Plan Administrator** or **Fund Company** will provide you with detailed information about the available investments and the manner of making and changing your investment elections.

The **Plan Administrator** reserves the right to change the number and types of funds available for investment options. You will be informed of any changes.

The **Plan's Fund Company** may impose restrictions on your ability to change your investment elections under the **Plan**. The restrictions, if imposed by the **Fund Company**, concern the timing and frequency of changes to your investment elections under the **Plan**.

If you have any questions concerning possible restrictions on your ability to change your investment elections, please contact the **Fund Company**.

**G. YOUR ERISA RIGHTS AND OTHER IMPORTANT INFORMATION**

**Q12** ***WHAT ARE MY RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)?***

**A12** As a member in the **Plan**, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all **Plan** members shall be entitled to:

- (1) Examine, without charge, at the **Plan Administrator's** office and at other specified locations, all documents governing the **Plan** 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;
- (2) Obtain, upon written request to the **Plan Administrator**, copies of documents governing the operation of the **Plan** and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The **Plan Administrator** may make a reasonable charge for the copies;
- (3) Receive a summary of the **Plan's** annual financial report. The **Plan Administrator** is required by law to furnish each member with a copy of this summary annual report;
- (4) Obtain a statement telling you (a) the amounts credited to your account under the **Plan** and (b) what your benefits would be if you stop working under the **Plan** now. This statement is not required to be given more than once a year. The **Plan** must provide the statement free of charge.

In addition to creating rights for **Plan** members, ERISA imposes duties upon the people who are responsible for the operation of the **Plan**. The people who operate your **Plan**, called "fiduciaries," have a duty to do so prudently and in the interest of you and other **Plan** members and beneficiaries. No one, including the **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.

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 **Plan Administrator** to provide the materials and pay you up to \$110 a

day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the **Plan 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. If it should happen that **Plan** 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 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. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

If you have any questions about your **Plan**, you should contact the **Plan 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 **Plan Administrator**, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your 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.

## **Q13**    ***HOW DO I MAKE A CLAIM FOR BENEFITS?***

**A13**    Be sure that any request is in writing and delivered to the **Plan Administrator**. You will be required to complete and submit a number of forms.

We hope there will never be a disagreement as to the amount owed to you under the **Plan**. However, if there is a disagreement, you must follow the **Plan's** claims procedure or you may forfeit certain legal rights to contest the decision. You must file any request for benefits in writing. You may appoint an authorized representative to act on your behalf for the purposes of filing a claim and seeking a review of a denied claim, provided that you notify the **Plan** in advance of the name, address and telephone number of the authorized representative. Before filing your request, you or your authorized representative may wish to examine any **Plan** records regarding your claim. This examination may take place only during the **Plan's** regular working hours.

If your request for benefits is denied, in whole or in part, the **Plan Administrator** will provide you a written response so notifying you, within 90 days of receipt of your request; provided, however, that an extension of time not exceeding 90 days will be available if special circumstances require an extension of time for processing your request. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be furnished to you before the initial 90-day period expires.

The notice of denial will set forth in a manner reasonably expected to be understood by you: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent **Plan** provisions on which the denial is based; (iii) 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; (iv) appropriate information as to the steps to be taken if you wish to submit your claim for review; and (v) a statement explaining your rights to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination after the review (as discussed below).

Upon request and free of charge, you or your duly authorized representative will be permitted to review relevant documents and submit issues and comments in writing. A document, record or other information is "relevant" if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required under federal law.

Within 60 days after receipt of such notice of denial, you or your authorized representative may request, by mailing or delivery of written notice to the **Plan**, a review by the **Plan Administrator** of the decision denying your claim. Such petition for review shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished. The review will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

After such review, the **Plan Administrator** will determine whether the denial of your claim was correct and will notify you in writing of its determination within a reasonable period of time, but not later than 60 days after the receipt of your request for review by the **Plan Administrator**, provided, however, that an extension of time not exceeding 60 days will be available if special circumstances require an extension of time for processing the appeal. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be furnished to you before the initial 60-day period expires.

You will be advised of the **Plan Administrator's** decision in writing. The notice of denial will be set forth in a manner reasonably expected to be understood by you: (a) specific reasons for the decision and specific references to the pertinent **Plan** provisions on which the decision is based; (b) 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; and (c) a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.



If you fail to request review within the 90-day period, it shall be conclusively determined for all purposes of this **Plan** that the denial of such claim by the **Plan Administrator** is correct.

If the **Plan Administrator's** determination is favorable to you, it shall be binding and conclusive. If such determination is adverse to you, it shall be binding and conclusive unless you or your authorized representative notifies the **Plan Administrator** within 90 days after the mailing or delivery to you by the **Plan Administrator** of its determination, that you intend to institute legal proceedings challenging the determination of the **Plan Administrator**, and you or your authorized representative actually institutes such legal proceeding within 180 days after such mailing or delivery.

The denial of an application or claim as to which the right of review has been waived or the decision of the **Plan Administrator** with respect to a petition for review, shall be final and binding upon all parties and any person claiming under you, subject only to judicial review.

However, the best way to avoid this type of problem is to make sure you understand the **Plan** and the way it works at this time. Remember, if you have questions, the **Plan Administrator** will assist you, and will refer any questions it is unable to answer to the professional benefit consultants who assist in administering the **Plan**.

#### **Q14**    ***WHAT HAPPENS IF THE PLAN BECOMES TOP-HEAVY?***

**A14**    Under a complicated set of federal rules and mathematical calculations set out in the **Plan**, the **Plan** may be a Top-Heavy Plan for any **Plan Year**. Simply stated, a Top-Heavy Plan is one where a specified percentage of the contributions or benefits have been allocated to Key Employees. Key Employees, as defined by law, are generally owners, officers, and shareholders of the **Employer**. The **Plan Administrator** each year is responsible for determining whether the **Plan** is a Top-Heavy Plan.

If the **Plan** is a Top-Heavy Plan in any year, certain **Plan** provisions concerning minimum contributions will apply.

#### **Q15**    ***WHAT HAPPENS IF THE PLAN IS AMENDED OR TERMINATED?***

**A15**    The **Employer** reserves the right, of course, to amend the **Plan** or to terminate it. No amendment can reduce the amount in your account or eliminate any of the benefit form options offered in the **Plan**.

If the **Plan** terminates, you are 100% vested in your account. The **Plan** is exclusively for the benefit of its members and, therefore, money cannot go back to the **Employer** because of the **Plan's** termination.

Upon termination of the **Plan**, we will either distribute your benefits to you as soon as administratively possible (with the approval of the Internal Revenue Service) or transfer your benefits to another plan sponsored by the **Employer**.

**Q16** ***IS THERE EVER A TIME WHEN BENEFITS CAN BE LOST OR DENIED?***

- A16**
- (1) The value of your account depends on the value of **Plan** investments. This is why your account must be invested carefully.
  - (2) Money will not be paid to you from the **Plan** while you are employed by the **Employer**.
  - (3) The Pension Benefit Guaranty Corporation, a federal agency which insures defined benefit plans, does not insure this type of plan. The government has exempted defined contribution plans from such insurance since all contributions to the **Plan** go directly into your account and if the **Employer** goes out of business or the **Plan** terminates you are 100% vested in your account.
  - (4) Generally, your account balance cannot be assigned or alienated. This means that your account balance cannot be sold, given away or otherwise transferred. In addition, your creditors may not attach or garnish or otherwise demand payment from your account. However, there is an exception to this general rule. This exception applies to "qualified domestic relations orders." The **Plan Administrator** is required by law to recognize these orders which are defined as a decree or order issued by a court that obligates you to pay child support or alimony. In addition, a qualified domestic relations order may allocate a portion of your account balance to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the **Plan Administrator**, all or a portion of your account balance may be used to satisfy the obligation. The **Plan Administrator**, in accordance with procedures set forth in the law, shall determine the validity of any domestic relations order it receives and shall inform you if it has received one affecting you.

## H. INCOME TAX CONSIDERATIONS

### **Q17** *WHAT ARE THE TAX CONSEQUENCES WHEN I AM PAID PLAN BENEFITS?*

**A17** The **Employer's** contributions to your account and all investment earnings are tax deferred until actually paid to you from the **Plan**.

Whenever you receive a distribution from your **Plan**, it will normally be subject to income taxes. You may, however, be able to reduce or defer the tax due on your distribution.

**Special Tax Rules:** Federal law requires that the **Plan Administrator** provide anyone who receives a distribution from a retirement plan with a written explanation of the rules regarding the taxation of those distributions. The **Plan Administrator** will provide you with a written explanation of those rules when you receive benefit payments from the **Plan**.

The Internal Revenue Code provides several complex rules relating to the taxation of the amounts you may receive in a distribution. YOU SHOULD PROMPTLY CONSULT A TAX ADVISOR IN DECIDING WHAT YOU SHOULD DO WITH RESPECT TO ANY DISTRIBUTION.

## I. AUXILIARY FEATURE

### **Q18** *CAN I MAKE ROLLOVER CONTRIBUTIONS TO THE PLAN?*

**A18** The **Plan Administrator** may allow you to roll over to this **Plan** all or a portion of a distribution you have received from another qualified employer plan. However, the rollover of these amounts is subject to a complex set of rules and, therefore, you should consult with the **Plan Administrator** prior to making a rollover contribution to this **Plan**.

If you do make a rollover, the transferred money will be credited to a separate account established for you by the **Plan Administrator**. You will always be 100% vested in your "rollover account," but this amount will be affected by any gains or losses attributable to investment performance. Any amounts in your "rollover account" will be distributed to you when you would otherwise receive payment of your **Plan** benefits.

## J. ADMINISTRATIVE FEES AND EXPENSES

The **Employer's** administrative procedures under the **Plan** permit the payment of **Plan** expenses to be made from **Plan** assets. If the **Employer** does not pay these expenses, then expenses paid from **Plan** assets will generally be allocated among the accounts of all members of the **Plan**.

However, there are certain expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. The expenses may be paid directly from your account (and not the accounts of other **Plan** members) because they are directly related to your benefit under the **Plan**.

The expenses that are paid directly from an individual **Plan** member's account will be those expenses that are set forth on the specific **Fund Company** forms. In addition, your account may be charged for expenses to process court orders that require payment to your ex-spouse or a dependent in divorce proceedings.

The **Employer** or **Fund Company**, from time to time, may change the manner in which expenses are allocated.

## BATES COLLEGE MONEY PURCHASE PENSION PLAN

### *SUMMARY OF MATERIAL MODIFICATIONS*

The Bates College Money Purchase Pension Plan (referred to as the "Plan") has recently been amended.

- The Plan's eligibility provision has been revised. If you were a member of our Plan prior to May 1, 2013, you will continue as a member of the Plan. All other employees hired on or after May 1, 2013 will become members as of the first day of the month coinciding with or next following their completion of one Year of Eligibility Service.

Employees hired prior to May 1, 2013 become eligible as of the first of the month coinciding with or next following completion of one Month of Eligibility Service. An employee is credited with 1 Month of Eligibility Service on the 1-month anniversary of his or her date of hire.

However, any individuals classified as student employees are not eligible to participate in the Plan.

Any employees who are regularly scheduled to work less than 20 Hours of Service per week and are not expected to complete a Year of Eligibility Service are not eligible to participate in the Plan. However, if the employee does complete a Year of Eligibility Service the employee will no longer be excluded based on his or her Hours of Service.

In addition, seasonal employees and non-benefits eligible employees are not eligible to receive Employer matching contributions unless the employee completes 1 Year of Eligibility Service.

A Year of Eligibility Service is a 12-month period measured from your date of hire in which you are credited with at least 1,000 Hours of Service. If you were paid for less than 1,000 hours in that period, you will be credited with a Year of Eligibility Service whenever you complete 1,000 hours or more in any other 12-month period beginning on an anniversary of your date of hire.

- A Plan member who has reached age 65 and is still employed by the Employer may be eligible to elect to begin receiving distributions. The form and timing of any such distributions are subject to the terms of the applicable funding vehicle.
- Effective as of May 1, 2013, the amount of the Employer contribution to the Plan has been changed. Each Plan Year, the Employer will make a contribution, on behalf of each eligible member of the Plan, equal to 9% of Compensation for the Plan Year. The Employer's contribution will be reduced by any forfeitures that occur during the Plan Year (see Q&A 5 of the Summary Plan Description).

Example: Assume Marie's Compensation for a future Plan Year is \$41,000. Under the new formula, the Employer contribution to her account under the Plan would be calculated as follows:

$\$41,000 \times 9\% = \$3,690$ , the amount to be allocated to Marie's account for the Plan Year.

If a Plan member becomes disabled and qualifies for benefits under the Employer's long-term disability plan, the long-term disability plan will make contributions to the Plan based on the member's Compensation prior to the disability. The amount of the contributions, and the period for which the contributions will be made, are determined based on the provisions of the long-term disability plan and are subject to certain limitations under the Internal Revenue Code.

You should keep this notice with your copy of the Summary Plan Description.

4/26/13  
Date

Amy G. Beckman  
Plan Administrator

Plan Name: *Bates College Money Purchase Pension Plan*

Plan Number: *005*

Plan Sponsor: *President and Trustees of Bates College  
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Lewiston, ME 0-12-10  
Telephone: (207) 786-61-10  
EIN: 01-0211781*

Plan Administrator: *Plan Sponsor*