

**SUMMARY PLAN DESCRIPTION
OF THE
BOWDOIN COLLEGE RETIREMENT PLAN**

As of June 1, 2009

Sponsored by:

Bowdoin College
Brunswick, ME 04011

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**SUMMARY PLAN DESCRIPTION
OF THE
BOWDOIN COLLEGE RETIREMENT PLAN**

PART I – UNDERSTANDING YOUR BENEFITS

Bowdoin College (the “College”) maintains the Bowdoin College Retirement Plan (the “Plan”), a money purchase pension plan, for you and other eligible Employees. The Plan is designed to provide you with retirement income when you retire from the College.

The Plan itself is a complicated legal document: this booklet has been written in everyday language to summarize your benefits, rights, and obligations under the Plan. This booklet does not attempt to cover all details of the Plan. Specific details are contained in the official Plan document that governs the operation of the Plan. If this booklet inadvertently disagrees with any provisions of the Plan, then the Plan itself must be followed. You (or your spouse in the event of your death) are entitled to examine, without charge, all Plan documents and any other documents or reports maintained by the Plan Administrator relating to your benefits.

Please read this booklet carefully, share it with your family, and keep it handy for future reference. If you have questions about the Plan, contact the Human Resources Department at Bowdoin College, 3500 College Station, Brunswick, Maine, 04011, 207-725-3837.

Throughout this booklet, you will come across certain terms that have precise meanings under the Plan. To better understand your retirement benefits, please keep the following definitions in mind as you read this booklet.

Compensation – In general, your total pay or wages that are included on your Form W-2. The term “compensation” **includes** your pre-tax contributions to a Section 403(b) tax-sheltered annuity and the College’s Flexible Benefits Plan, and does **not include** reimbursements, fringe benefits, or welfare benefits (such as severance benefits), or imputed income from life insurance or employer-provided domestic partner benefits. By law, your compensation is limited for Plan purposes. For 2009, the limit is \$245,000. The limit may be adjusted for future years.

Employee – Any individual employed by the College, excluding independent contractors, Leased Employees, and temporary employees who are on student assignments. The determination of who is an “Employee” under this definition is made by the College.

Fund Sponsor – An insurance, individual annuity, mutual fund, or investment company that has been designated by the College to provide investment vehicles in which you may invest your account. The Fund Sponsor as of June 1, 2009 is Fidelity Investments.

If any part of your account was invested in an investment vehicle provided by Teachers Insurance and Annuity Association and College Retirement Equities Fund (“TIAA-CREF”) before April 1, 2009, that part may remain invested through TIAA-CREF. However, no contributions or other amounts under the Plan may be directed to TIAA-CREF after March 31, 2009.

Employer Contributions – The contributions made by the College to your Account.

Normal Retirement Age – The Normal Retirement Age is 65, but you may commence or receive distribution of your account at any time following a distribution event, subject to any restrictions in the investment vehicle(s) in which your account is invested.

Plan Year – The 12-consecutive month period beginning on July 1 and ending June 30.

Valuation Date – Each business day on which the New York Stock Exchange is open.

Year of Service – In general, you earn one year of service after you have completed 1,000 hours of service during the 12-month period commencing on your hire date, and, thereafter, after you have completed 1,000 hours of service during any Plan Year that begins after the date on which you were hired. The year of service is used for purposes of Plan participation. Once you become a participant in the Plan, you do not have to complete a minimum number of hours of service in order for the College to contribute to the Plan on your behalf.

PART II – PARTICIPATION IN THE PLAN

When You Begin to Participate

You are eligible to participate in the Plan on the first day of the calendar month following the month in which you have reached age 26 and completed one Year of Service, provided that you are still an Employee of the College on that date.

Reemployed Former Participants

If you stop working for the College after you have begun participating in the Plan, you will begin to participate in the Plan immediately on the date you return to work as an Employee.

How Hours Are Counted for a Year of Service

If you are an hourly Employee, you are credited with one hour for each hour you work or have a right to be paid but are not working due to holidays, vacations, sick leave, etc. If you are a salaried Employee, you are credited with 45 hours for each week you work at least one hour or have a right to be paid for at least one hour of holiday time, vacation time, sick leave, etc. In order to prevent a break-in-service for purposes of your eligibility to participate in the Plan, you will receive credit during a maternity or paternity absence from work for the number of hours necessary to ensure that you have 501 hours in either the year the absence begins or the following year, and for periods of qualified military service within the meaning of the Uniformed Services Employment and Reemployment Rights Act of 1994. You will not receive credit for more than 501 hours, however, during any period in which you are not working.

PART III – WHO PAYS FOR YOUR BENEFITS

Employer Contributions

The College pays the entire cost of your benefits and makes periodic contributions to the Plan based on the contribution formulas described below. In addition, the College pays the administrative costs necessary to operate and maintain the Plan.

For each Plan Year; the College will make a contribution to the Plan on your behalf. The amount of the contribution is the sum of:

- (a) The amount calculated in accordance with the following schedule:

<u>Your Age*</u>	<u>Amount of Contribution for the Plan Year</u>
26-49	10.12% of your Compensation
50 or older	12.13% of your Compensation

* For the first year in which you participate in the Plan, your age is determined as of the date you begin participation. Thereafter, your age is determined as of the first day of each Plan Year.

PLUS

- (b) An amount equal to 4.3% of your Compensation, if any, in excess of six tenths (0.6) of the Social Security Wage Base (the maximum amount on which FICA taxes are imposed each year). For 2009, six tenths of the Social Security Wage Base is \$64,080. The wage base may be adjusted for future years.

However, if you participated in the Bowdoin College Retirement Plan for Officers of Instruction and Officers of Administration or you were employed by the College on or before September 1, 1988 as an officer of instruction or officer of administration, the contribution to the Plan on your behalf will not be less than the sum of the following:

- (aa) 1.5% of the lesser of your Compensation for the current Plan Year or your Compensation for the Plan Year ended June 30, 1989; and
- (bb) 5.7% of the lesser of (i) your Compensation for the current Plan Year, if any, in excess of the current Social Security Wage Base (\$106,800 for 2009) or (ii) your Compensation for the Plan Year ended June 30, 1989, if any, in excess of the Social Security Wage Base for that year (\$45,000).

Limits on Contributions

In general, for 2009 the Employer Contributions allocated to your account annually under the Plan may not exceed the lesser of \$49,000 or 100% of your compensation. The Internal Revenue Service may increase the \$49,000 limit in future years for cost of living adjustments. If the contributions exceed these limits, then the excess contributions made on your behalf (and any earnings allocable thereto) will be used to reduce future Employer Contributions to your account. If you cease to participate in the Plan, any remaining excess will be used to reduce Employer Contributions allocated to the accounts of other participants in future years. For purposes of these limits, "compensation" means any amount that is includable in gross income for federal income tax purposes, and it also includes any amount contributed as pre-tax elective contributions to a tax-sheltered Section 403(b) annuity and any amounts contributed by the College on your behalf as pre-tax salary reduction contributions to the College's Flexible Benefits Plan.

Direct Transfers and Rollovers

You may not transfer any assets that you have in another qualified plan that is described in Section 401(a) of the Code, a tax-deferred annuity or custodial account described in Section 403(b) of the Code, a plan of a governmental or tax-exempt organization described in Section 457 of the Code, an individual retirement account or annuity (“IRA”) or a simplified employee pension (“SEP”) described in Section 408 of the Code, or any other retirement plan or arrangement into your account in this Plan. Nor may you roll over a distribution from any of these types of plans or arrangements into this Plan.

When you retire or otherwise terminate your employment with the College, however, you may roll over an eligible rollover distribution from your account in this Plan into a traditional IRA or another employer’s eligible retirement plan that accepts rollover contributions. For more information about rollovers, please refer to “PART VIII – TAXATION OF PLAN BENEFITS.”

PART IV – WHEN YOUR BENEFITS ARE VESTED (YOURS TO KEEP)

You are immediately 100% vested in all of the Employer Contributions allocated to your account under the Plan.

PART V – YOUR ACCOUNT

Individual Account

The Plan maintains an account in your name that separately states your Employer Contributions, and any rollover contributions and direct transfers made to your account before July 1, 2001, the date on which the Plan stopped accepting rollover contributions and direct transfers.

Your account will be credited with a proportionate share of the earnings and losses from the investment vehicles in which you have invested, at the intervals established by the Fund Sponsors. At least annually, the Trustees and/or designated Fund Sponsors will provide you with a statement reporting the balance in your account and your account’s investment performance. Employer Contributions on your behalf will be made no later than the date that the College must file its federal income information return for the relevant year, including any extensions that have been granted for filing the return.

Investing Your Account

You may direct the investment of the contributions credited to your account between or among the investment vehicles offered by the designated Fund Sponsors in accordance with the rules established by the College and the Fund Sponsors for the respective investment vehicles.

The Plan Administrator will provide you with an initial investment direction form in your enrollment materials. You may elect to direct the investment of Employer Contributions allocated to your account between or among the investment vehicles offered by Fidelity. An investment direction received after participation begins will be effective as soon as practicable after it is received. Your investment direction will remain in effect until you change it.

At any time, you may change your investment direction with respect to future Employer Contributions and/or redirect the investment of your existing account balance among the Fidelity investment vehicles. These changes are made by delivering a new investment direction to the Fidelity, in accordance with the guidelines for the investment vehicle(s) that you select.

In addition, you may redirect an existing account balance from an investment vehicle offered by TIAA-CREF (if permitted by the investment vehicle) into an investment vehicle or vehicles offered by Fidelity. You may not, however, redirect your existing account balance from an investment vehicle offered by Fidelity into an investment vehicle offered by TIAA-CREF.

Effective May 1, 2008, if you fail to make an initial investment election when you first become eligible to participate in the Plan, or fail to redirect your account balance if an investment option is discontinued by a Fund Sponsor or the Plan, the contributions made by the College on your behalf will be invested in the Fidelity Freedom Fund appropriate to your age. Each of these Funds is made up of other Fidelity mutual funds and provides a mix of investments among stocks, bonds, and short-term instruments. The Funds are professionally-managed to target retirement dates (in 5-year intervals), for an asset allocation that becomes more conservative as the retirement date becomes nearer. Contributions will be defaulted into these qualified default investment alternatives (QDIAs) only until you make an investment election for future contributions, and any defaulted amounts may be redirected into another investment alternative at any time. Prior to May 1, 2008, contributions were defaulted into the Fidelity Money Market Fund; any such amounts will remain in the Money Market Fund until such time as the participant elects to reinvest those amounts in another investment alternative (that is, they will not be transferred to the age-appropriate QDIA).

PART VI – WHEN YOUR ACCOUNT WILL BE PAID

As a rule, your account is paid out only on retirement, death, disability retirement, or other termination of employment with the College. Payments generally must begin, however, no later than April 1 of the year following the later of (i) the year in which you attain age 70½ or (ii) the year in which you retire.

Retirement, Disability, or Leaving the College

If you retire (after reaching Normal Retirement Age), retire on account of disability, or leave the College, you may choose to receive or begin receiving payment of your account balance as of any Valuation Date after you terminate your employment with the College. The Fund Sponsor(s) will give you a form to select the appropriate date as of which you desire to receive or begin receiving your account. You must return the form to the Fund Sponsor at least 15 days before the date as of which payment is to be made or commence. Your account will be valued as of that date, and you will receive or begin receiving payments as soon as practicable after the valuation of your account. If you do not select an earlier or later date, then payment of your account will be made or commence no later than 60 days after the close of the Plan Year in which you reach age 65 or cease to be employed by the College, whichever is later.

Death

If you die before receiving any payments from your account and you are married on the date of your death, your spouse will be entitled to survivor benefits. Unless your spouse elects a lump sum or another optional form of payment described in Part VII below, your spouse will receive a survivor annuity payable for his or her life. Depending on the investment vehicle that you have selected, the annuity may be paid directly from the investment vehicle or your account balance may be used to purchase the annuity.

If you are not survived by a spouse, or your spouse consents, the balance of your account will be paid to your designated beneficiary in the manner you have specified.

If you do not designate a beneficiary, then your account will be paid to your surviving spouse, and if you are not survived by a spouse, to your issue (your children and then your grandchildren). If neither a spouse nor issue survives you, then your account balance will be paid to your estate.

In general, benefit payments to your surviving spouse or beneficiary must (i) begin no later than December 31 of the calendar year immediately following the year in which you die or (ii) be paid out in full by December 31 of the calendar year which contains the 5th anniversary of the date of your death. Your spouse may elect, however, to have payments begin no later than December 31 of the calendar year in which you would have attained age 70½.

If you die after payments have commenced, payment of your account balance will continue to your spouse or beneficiary at least as rapidly as it was being paid to you. At the election of your spouse or beneficiary, the remaining payments may be made in the form of a lump sum distribution (to the extent permitted under the funding vehicle(s) in which your account is invested) or another optional form of distribution that is at least as rapid as the manner in which your account was being paid to you.

Your surviving spouse or other beneficiary may disclaim all or part of your account that becomes payable on account of your death and thereby cease to be considered a surviving spouse or beneficiary for purposes of the Plan. To be effective, the disclaimer must be irrevocable, witnessed by a notary public, and must satisfy the applicable requirements of the Internal Revenue Code and state law.

The form of payment to your spouse, beneficiary, or estate in the event of your death will depend on the form of payment that you have elected, if any, and the distribution options permitted under the investment vehicle(s) in which your account is invested.

PART VII – HOW YOUR ACCOUNT WILL BE PAID

Automatic Form of Payment for Single Participant

If you are single and you do not elect an optional form of payment described below, then by law your account balance automatically will be paid to you in the form of equal monthly installments for your life, commencing at Normal Retirement Age. This automatic form of payment is called a “life annuity.” Depending on the investment vehicle(s) that you have selected, the annuity may

be paid directly from the investment vehicle(s) or your account balance may be used to purchase an annuity to provide you the life annuity form of benefit.

Automatic Form of Payment if You are Married

If you are married and you do not elect an optional form of payment described below, then by law your account balance automatically will be paid in the form of a 50% joint and survivor annuity for you and your spouse commencing at Normal Retirement Age. Under the 50% joint and survivor annuity, you will receive equal monthly benefits for your life and, after your death, your spouse will receive 50% of the monthly amount you received each month for the remainder of his or her life. The monthly payment you receive under the 50% joint and survivor annuity is less than the monthly payment that you would receive under a life annuity in order to make survivor payments to your spouse following your death. If your spouse dies after your benefit payments commence, then you will receive only the reduced monthly payments, and no benefits will be paid following your death. Depending on the investment vehicle(s) that you have selected, the annuity may be paid directly from the investment vehicle(s) or your account balance may be used to purchase an annuity to provide the 50% joint and survivor form of benefit.

Optional Forms of Payment for Single or Married Participants

If you do not wish to receive the life annuity or, if you are married, the 50% joint and survivor annuity, described above, then you may waive the automatic form of payment during the 180-day period which ends on the date payment of your benefits is to begin. In that event, you may elect any of the optional forms of payment permitted under the investment vehicle(s) in which your account is invested. If you are married, and you elect an optional form of benefit, then your spouse must consent to your election in writing and his or her signature must be witnessed by a notary public for the waiver to be valid. The Fund Sponsor(s) will provide you with a written explanation of the automatic and optional forms of payment and the forms for waiving the life annuity or the 50% joint and survivor annuity.

Lump Sum Cash Payments

In general, an optional lump sum cash distribution option is available with respect to that portion of your account that is invested in investment vehicles offered by Fidelity or CREF. A lump sum cash distribution option is not currently available, however, under the TIAA investment vehicles.

Installment Payments

You may receive your account balance in equal annual or more frequent installments. You may select the number of years over which you will receive the installments (to the extent permitted under the funding vehicle(s) in which your account is invested). The number of years you select may not be greater than your life expectancy or, if you have named a beneficiary, the joint life and last survivor expectancy of you and your beneficiary.

When Benefits May Be Paid to an Alternate Payee or Forfeited

As a rule, your account is payable only to you, your surviving spouse, or your designated beneficiary. If the Plan Administrator receives a qualified domestic relations order, however, then the

portion of your account specified in the order must be paid to the person or persons (“alternate payee”) named in the order. A “qualified domestic relations order” is a legal judgment, decree or order relating to child support, alimony, or marital property that clearly specifies the amount of your account that is to be paid to one or more alternate payees. An “alternate payee” may be a spouse, former spouse, child or other dependent named in the order.

Before making any payments to an alternate payee, the Plan Administrator must determine whether the domestic relations order is qualified. Any payments that would be paid to an alternate payee if the order is determined to be qualified will be accounted for separately up to 18 months from the date that the first payment would be required while a final determination is being made. If a determination is not made within the 18-month period, then your account will be treated as if no order was received. If the Plan Administrator receives a domestic relations order relating to your account, then it will notify you in writing, and within 90 days after receiving the order, it will inform you of its initial determination of whether or not the order is qualified.

Upon request to the Plan Administrator, you may obtain without charge a copy of the Plan’s procedures for determining the qualified status of domestic relations orders and for administering orders that are determined to be qualified.

You should also be aware that in the event that you are convicted of a crime involving Plan assets or you are a Plan fiduciary and your actions result in a loss to the Plan, part or all of your account may be used to restore Plan assets.

PART VIII – TAXATION OF PLAN BENEFITS

You are not taxed currently on the Employer Contributions that the College makes on your behalf to the Plan. Instead, you will be required to pay tax on your account balances when they are paid to you. If your benefit is paid in the form of an annuity or installments, the law requires federal income taxes to be withheld from your payments unless you elect not to have withholding apply. When you retire, the Fund Sponsor(s) will request information concerning withholding and you will be given the opportunity to elect not to have taxes withheld from your monthly payments.

If your benefit is paid in a lump sum, then 20% of the amount may have to be withheld as federal income tax. For example, if your benefit is \$10,000, then you will receive \$8,000 because the Plan must withhold \$2,000 as federal income tax. (State income tax, if applicable, may also have to be withheld.) You may not elect not to have withholding apply. You may avoid this withholding, however, by instructing the Plan to make a “direct rollover.” A “direct rollover” is a distribution to a traditional or Roth IRA or an eligible employer plan (qualified plan, annuity plan, 403(b) tax-sheltered annuity, or certain 457 plans of governmental employers), instead of to you. In the above example, you could instruct the Plan to make a direct rollover of the entire \$10,000 to an IRA or another eligible retirement plan.

If the Plan makes a direct rollover to a Roth IRA, the Plan is not required to withhold income tax, but your distribution will be taxable in the current year. If certain conditions are met, later withdrawals from a Roth IRA, unlike a traditional IRA, may be made tax-free. Before 2010, you

can choose a Roth IRA rollover only if you meet certain income limits and filing status requirements.

The direct rollover rules do not apply to:

- (1) installment or annuity distributions that continue for 10 years or longer, or for your life expectancy (or the joint life expectancy of you and your designated beneficiary);
- (2) minimum distributions required by law after you attain age 70½ and are separated from employment with the College; and
- (3) minimum distributions required by law to your spouse or designated beneficiary after your death.

If you receive a distribution of your benefit before you attain age 59½, then the distribution may be subject to a 10% penalty on early distributions. The 10% penalty may not apply, however, if the distribution is (i) made on account of your death, disability, or separation from service after attaining age 55, (ii) paid to you in the form of a life annuity or joint and survivor annuity, (iii) paid pursuant to a qualified domestic relations order, (iv) used for medical expenses that are deductible on your tax return, (v) used for payment of health insurance premiums while you are unemployed, qualified higher education expenses, or a first home purchase, or (vi) made to satisfy a tax levy on your account under the Plan.

If you were born before January 1, 1936, and you receive a distribution from this Plan that is not rolled over into a traditional IRA or another eligible retirement plan, then you may be eligible for favorable tax treatment if your distribution qualifies as a lump sum distribution. A “lump sum distribution” is a payment, within one year, of your entire account that is payable because you have attained age 59½ or separated from service. To qualify, you must have been a participant in the Plan for five years before the year in which you receive the distribution. If these requirements are satisfied, then you may make a one-time election to figure the tax on the payment using 10-year averaging (treating the payment as if it were taxed over ten years) at the 1986 tax rates.

You will receive a notice describing the applicable rules in detail when you elect to receive a lump sum or other eligible rollover distribution. Because the tax laws change often, you should consult a tax advisor before receiving any payments from the Plan.

PART IX – PLAN AMENDMENT AND TERMINATION

The College expects to continue the Plan indefinitely, but reserves the right to amend or terminate the Plan, in whole or in part, at any time pursuant to any method permitted under the College’s by-laws. In the event of termination, your account balance will be paid to you at such time and in such manner as the Plan Administrator directs in accordance with applicable law.

PART X – CLAIMS PROCEDURES AND YOUR LEGAL RIGHTS

Claiming Your Benefits

A claim for benefits should be filed with the Fund Sponsor(s) in whose investment vehicle(s) your account is invested. The Fund Sponsor will process your claim and verify with the Plan Administrator that you have experienced an event (*e.g.*, termination of employment) that will permit you to commence or receive distribution of your account under the Plan. If your claim is denied, either in whole or in part, then you will receive a written notice providing:

- (1) the specific reason or reasons for the denial;
- (2) a specific reference to the Plan provisions on which the denial is based;
- (3) the additional information, if any, needed to approve your claim and an explanation of why the information is necessary; and
- (4) the Plan claims review procedure, including a statement of your right to sue under ERISA.

The notice will be furnished to you within 90 days after receiving your claim. If special circumstances require more time for processing your claim, however, then you will be notified in writing before the initial 90 days is up. The notice will explain why an extension is necessary and the date a decision is expected. In no event will an extension go beyond 90 days after the end of the initial 90-day period.

If your claim denial involves a determination of disability, then the written notice will describe any internal rules or guidelines relied on in denying your claim, and you may receive a copy of the rule or guideline free of charge. In addition, the notice will be forwarded to you within 45 days (instead of 90 days), and may be extended by two consecutive 30-day periods (60-days total instead of 90 days).

You or your authorized representative may request review of any claim that is denied, whether in whole or in part. Your request must be in writing and must be delivered to the Plan Administrator within 60 days after you receive notice of the denial. As part of the review, you or your authorized representative:

1. may submit to the Plan Administrator, written comments, documents, records and other information relating to your claim; and
2. upon request and free of charge, will be provided with reasonable access to, and copies of, all documents, records and other information relevant to your claim.

The Plan Administrator's review will take into account all comments, documents, records and other information relating to the claim that is submitted by you or your authorized representative, whether or not the information was considered in the initial determination of your claim.

If the appeal includes a determination of disability, then the Plan Administrator will (i) afford no deference to the initial claim denial, (ii) consult with a health care official who was not involved in the initial claim denial, (iii) select an individual to review the claim who was not involved in the initial claim denial, and (iv) provide you with the name of any medical or vocational expert from which it obtained advice and inform you whether or not the advice was relied upon in reaching a decision to deny your claim.

The Plan Administrator will notify you of its decision on review not later than 60 days after receiving your request for review (45 days if the claim includes a disability determination). If special circumstances require more time to reach a decision, it shall be made as soon as possible, but not later than 120 days after receiving your request (90 days if the claim involves a disability determination). If an extension of time is necessary, then you will receive a written notice explaining the reason. A denial on review will be in writing and include specific reasons as well as specific references to pertinent Plan provisions. The notice will also state that you have the right to receive upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.

If your claim is denied on review, then you may file suit under ERISA in a state or federal court. You may not file a suit in federal or state court until you have exhausted the Plan's claims review process.

Your Legal Rights

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 participants are entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, 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, including insurance contracts, 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.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
4. Obtain a statement reporting the value of your account. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan will provide the 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 "fiduci-

aries” 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 Plan benefit or exercising your rights under ERISA.

If your claim for a 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, then 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 \$110.00 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 that 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 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. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is 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. If you reside in Maine, the nearest office of the Employee Benefits Security Administration is the Boston Regional Office, J.F.K. Building, Room 575, Boston, MA 02203, telephone (617)565-9600. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PART XI – OTHER THINGS YOU SHOULD KNOW

Who Sponsors the Plan

The Plan is maintained by Bowdoin College, for the benefit of its eligible employees. The address and telephone number of the Plan Sponsor is:

Bowdoin College
One College Street
Brunswick, ME 04011
(207) 725-3000

Who Administers the Plan

The administration of the Plan is handled by the Plan Administrator. Its address and telephone number are:

Bowdoin College
Attention: Human Resources
3500 College Station
Brunswick, ME 04011
207-725-3837

Record-keeping and other ministerial administrative duties have been delegated to the Fidelity Investments, and to TIAA-CREF with respect to accounts invested there before April 1, 2009:

Fidelity Investments
397 Williams Street
Marlborough, MA 01752
1-800-343-0860

Teachers Insurance and Annuity Association
College Retirement Equities Fund (TIAA-CREF)
730 Third Avenue
New York, NY 10017-3206
1-800-842-2733

Who Holds Plan Assets

All Plan contributions are held in the Bowdoin College Retirement Plan Trust or in annuity contracts issued by TIAA-CREF. Plan assets are invested at the direction of Plan participants in mutual funds offered by or through Fidelity and, only with respect to investments made before April 1, 2009, in annuity contracts issued by TIAA-CREF. The Trustees of the Trust are appointed by the College, and currently are:

Name	Title
S. Catherine Longley	Senior Vice President of Finance and Administration and Treasurer
Paula J. Volent	Senior Vice President for Investments
Cristle Collins Judd	Dean for Academic Affairs
Matthew P. Orlando	Controller
Tamara Spoerri	Director of Human Resources

The Trustees may be reached c/o Human Resources, Bowdoin College, 3500 College Station, Brunswick, ME 04011-8426, (207) 725-3000.

Agent for Service of Legal Process

Legal process may be served on the Plan Administrator or the Trustees at the addresses listed above.

Plan and Employer Numbers

The number assigned to the Plan for reporting and identification purposes is 004. The College's federal employer identification number is 01-0215215.

Benefit Insurance

Because the Plan is a money purchase pension plan and not a defined benefit pension plan, Plan benefits are not eligible to be insured by the federal Pension Benefit Guaranty Corporation. Any benefits provided through TIAA annuity contracts are insured by TIAA-CREF.

Plan Qualification

All contributions to the Plan are conditioned on the initial qualification of the Plan under Section 401(a) of the Internal Revenue Code.

Employment

Participation in the Plan does not give any participant the right to be retained in the employ of the College or any other right not specified in the Plan.

Date of Summary Plan Description

This booklet summarizes the contents of the Plan as of June 1, 2009.

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