DARTMOUTH COLLEGE

Defined Benefit Retirement Plan for Dartmouth College Staff

As Amended and Restated Effective January 1, 2012
Defined Benefit Retirement Plan for Dartmouth College Staff

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ARTICLE I
INTRODUCTION

1.1 Background of Plan. Dartmouth College established this Plan effective as of June 1, 1949. The Plan has since been amended or restated from time to time; a listing of amendments to the Plan is included in Schedule A hereto. Effective January 1, 1998, the Plan's name is the Defined Benefit Retirement Plan For Dartmouth College Staff (and was formerly known as the Retirement Plan for Staff (AP II) and Service Employees of Dartmouth College).

1.2 Application of Plan's Terms. Unless otherwise specified by law, the benefits and rights of a Participant or Former Participant, or a surviving spouse, contingent annuitant or Beneficiary of a Participant under the Plan will be determined in accordance with the terms of the Plan that are in effect on the date of the Participant's retirement, death or other termination of employment. However, the benefits or other rights of such a person may be increased by a Plan amendment adopted after such date if the amendment specifically so provides; certain retroactive benefit increases for retirees and others are specified in Schedule D hereto.

1.3 Compliance with Code and ERISA. This Plan is intended to qualify as a pension plan under Section 401(a) of the Code and to comply with the applicable provisions of ERISA. The Plan will be interpreted in accordance with the foregoing intent.

1.4 Exclusive Benefit of Participants. The Plan is for the exclusive benefit of Participants, Former Participants, and their surviving spouses, contingent annuitants and beneficiaries. Dartmouth makes contributions to the trust fund for the purpose of providing benefits for such Participants and others in accordance with the Plan. Except as provided in Section 11.3, Termination, Section 11.7, Return of Assets to Dartmouth, or Section 12.2, Return of Contribution Made in Error, no part of the trust fund or any distribution therefrom will be used for or diverted to purposes other than for the exclusive benefit of such Participants and others and for defraying the reasonable expenses of administering the Plan and trust fund (unless paid by Dartmouth) until all liabilities under the Plan have been satisfied.
ARTICLE 2
DEFINITIONS

This article contains definitions of terms used in the Plan. Other terms are defined, explained or clarified in other articles. This is done for convenience of Plan administration. There is no other significance to the location of a definition.

2.1 Administrator means the person designated under Section 14.1, Appointment, as Administrator, with the responsibilities for the administration and operation of the Plan specified in the various articles of the Plan.

2.2 Actuarial Equivalent of a benefit means another benefit (differing as to payee or time, period or form of payment) of the same value when computed on the basis of the actuarial assumptions, factors and methods set forth in Schedule B hereto. Such assumptions, factors and methods will also be used whenever the Plan calls for a calculation of actuarial value or for an actuarial adjustment unless the particular Plan provision or Schedule B specifies otherwise.

2.3 Beneficiary means a person (other than a contingent annuitant or surviving spouse receiving lifetime benefit payments) or trust designated by a Participant or, if the Participant does not so designate, by the Plan to receive a benefit hereunder upon the death of a Participant or Former Participant.

2.4 Code means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute enacted in its place. Reference to any section of the Code includes reference to such section as amended or replaced and to any similar section in any successor statute.

2.5 Dartmouth means The Trustees of Dartmouth College, a New Hampshire corporation, or its successor.

2.6 Employee means a person employed by Dartmouth as a common law employee actively employed prior to January 1, 1998. Employee also means a person who is employed by Dartmouth as a common law employee and is a member of the Local 560 of the Service Employees' International Union.

2.7 ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor statute enacted in its place. Reference to any section of ERISA includes reference to such section as amended or replaced and to any similar section in any successor statute.

2.8 Former Participant means an Employee whose participation in the Plan has terminated and has not resumed. An Employee who was a Participant in this Plan on December 31, 1997 and made an irrevocable affirmative election to participate in the 401(a) Defined Contribution Retirement Plan for Faculty and Staff shall be a Former Participant as of January 1, 1998. An Employee who was a Participant in this Plan on December 31, 2005 and made an irrevocable affirmative election not later than September 16, 2005 to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff, shall be a Former Participant as of January 1, 2006.
2.9 **Participant** means an Employee whose participation in the Plan has begun and has not yet ended.

2.10 **Plan** means the Defined Benefit Retirement Plan for Dartmouth College Staff, as set forth in this Plan instrument and as it may be amended from time to time. Prior to January 1, 1998, the name of the Plan as set forth herein was the "Retirement Plan for Staff (AP IT) and Service Employees of Dartmouth College."

2.11 **Plan Year** means the calendar year.

2.12 **Retirement** or retired refers to a Participant's termination of employment (other than by death) on or after the date he meets the requirements for early retirement or disability retirement, or on or after his normal retirement date.

2.13 **Termination** or terminated refers to a Participant's termination of employment (other than by death) before he is eligible for retirement hereunder. For purposes of this Plan, a Participant who has a period of covered disability, as defined in Section 7.1, **Benefits Continue Accruing During Period of Covered Disability**, will not be considered a terminated Employee during such period.

2.14 **Trust Agreement** means the instrument executed by Dartmouth and the trustee, as amended from time to time, fixing the rights and responsibilities of each party with respect to the holding, investment and administration of the trust fund.

2.15 **Trust Fund** means the property held by the Trustee for the purposes of the Plan.

2.16 **Trustee** means the person or corporation serving as sole Trustee, or the persons serving as co-Trustees, at any time under the terms of the trust agreement.
ARTICLE 3
DEFINITIONS AND RULES RELATING TO SERVICE

3.1 Plan Service.

(a) **In General.** Plan service of an Employee means the sum of the following:

(i) any period of his employment, whether or not continuous; and

(ii) each period, if any, between a termination of his employment and his earliest subsequent reemployment, but only if he is reemployed within one year after such termination of employment.

(b) **Special Rules.** Notwithstanding subsection (a) above:

(i) Plan service of an Employee for the period ending December 31, 1984, will not be less than his number of 'Years of Eligibility Service' or 'Years of Vesting Service' (whichever is applicable) determined under the terms of the Plan as in effect on such date; and

(ii) Plan service of an Employee will not include any Plan service for the period before July 1, 1976 which would have been disregarded under the break in service rules of the Plan as in effect from time to time before such date.

3.2 Employment Defined. Employment of a person means his active service as an Employee, beginning on the date for which he is first paid or entitled to payment for the performance of duties and ending on the date when his service as an Employee of Dartmouth ends. A period of absence from active service will be considered part of his employment (and he will be considered an Employee during such period) if he receives his regular compensation from Dartmouth for such a period or if such period falls within one of the following categories (whether or not he receives compensation for such period):

(a) leave of absence for the period authorized by Dartmouth, provided that, if he does not return to active service as an Employee at the end of such authorized leave of absence, only the first year of such leave will be included in his employment;

(b) temporary absence because of sickness or injury under Dartmouth's regular personnel policies;

(c) absence for military service for which his reemployment rights are protected by law; provided that if he does not return to active service as an Employee within the period when his reemployment rights are protected by law (or within such longer period as Dartmouth in its discretion permits), only the first year of such absence will be included in his employment.
Notwithstanding any provision of this Plan to the contrary, contributions, benefits and Plan service with respect to qualified military service will be provided for any Participant hereunder in accordance with Section 414(u) of the Code.

3.3 Plan Service on and After January 1, 1998. An Employee who is a Participant in this Plan on December 31, 1997 and makes an irrevocable affirmative election to participate in the 401(a) Defined Contribution Retirement Plan for Faculty and Staff effective January 1, 1998, shall accrue Plan service under this Plan through December 31, 1997, provided, however, Plan service for purposes of vesting under the Plan shall continue to accrue for such former Participant provided he continues in the active service of the College and otherwise meets the requirements for vesting service under the Plan.

An Employee who is a Participant in this Plan on December 31, 2005 and makes an irrevocable affirmative election not later than September 16, 2005 to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff effective January 1, 2006, shall accrue Plan service under this Plan through December 31, 2005; provided, however, that Plan service for purposes of vesting under the Plan shall continue to accrue for such former Participant provided he continues in the active service of the College and otherwise meets the requirements for vesting service under the Plan.
ARTICLE 4
PARTICIPATION

The prior Article 4 is now Schedule G.

4.1 Eligibility. Each Employee who is classified as a non-exempt or service Employee with an appointment of 50 percent full-time equivalent or greater under Dartmouth's regular personnel policies; and each service Employee who is a member of the Local 560 of the Service Employees' International Union, is eligible to participate in the Plan in accordance with Section 4.2, Election to Participate, below.

For years beginning on or after January 1, 2009, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of Dartmouth and the differential wage payment shall be treated as compensation only to the extent required by Code Section 414(u) and any related guidance thereunder.

Notwithstanding any other provision of the Plan except the second paragraph of Section 4.4, no Employee hired or rehired on or after January 1, 2006 will be eligible to participate in the Plan.

4.2 Election to Participate. Eligibility for this Plan applies to each Employee described in Section 4.1, Eligibility, who meets the requirements of Paragraph (A), (B) or (C):

(a) he is an active Participant in the Plan on December 31, 1997 and, between August 11, 1997 and September 30, 1997, he made an affirmative election, in the form approved by Dartmouth, electing to continue participation in the Plan; or he failed to return such an election form.

(b) he begins employment with the College between September 30, 1997 and December 31, 1997 and meets the eligibility requirements of Section 4.1, Eligibility (the first sentence of said Section), and affirmatively elects to participate in this Plan, in the form approved by Dartmouth, or he failed to return the election form.

(c) he is a service Employee of the College and is a member of Local 560 of the Service Employees' International Union, is a Participant in this Plan as of December 31, 2005, and either affirmatively elects (no later than September 16, 2005) to continue participating in this Plan, in the form approved by Dartmouth, or he failed to return a properly completed election form.

4.3 Termination of Participation.

(a) General Rule. Subject to Section 4.4, Reentry of a Former Participant, an Employee's participation in the Plan will end when he is no longer an Employee in the eligible class, whether due to termination of employment with Dartmouth, death, retirement, or change in employment classification. An Employee who was a Participant in this Plan on December 31, 1997 and made an irrevocable affirmative election to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College for Faculty and Staff, shall be a Former Participant as of December 31, 1997. An Employee who was a
Participant in this Plan on December 31, 2005 and made an irrevocable affirmative election not later than September 16, 2005 to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff, shall be a Former Participant as of January 1, 2006.

(b) Special Election for Certain Reclassified or Transferred Participants. Notwithstanding subsection (a) above, an Employee who is a Participant in this Plan and who is described in the following sentence may make an irrevocable affirmative election, in the form approved by Dartmouth, to continue participation in this Plan. A Participant is described in this sentence if either (i) his position is reclassified by Dartmouth, or he transfers or is transferred by Dartmouth, from non-exempt or service to exempt or faculty, or (ii) he is a member of Local 560 of the Service Employees' International Union and he transfers or is transferred by Dartmouth to a nonunion position and he is no longer a member of such Local 560.

The Administrator will furnish each such Participant with election materials as soon as practicable after the reclassification of the Participant's position as exempt or faculty, the transfer of the Participant to an exempt or faculty position, or the Participant's transfer from a union position to a nonunion position. In order to continue participating in this Plan, such a Participant must file such affirmative election with the Administrator no later than 45 days after receiving such election materials.

(c) Defined Contribution Plan Participants. Subject to the requirements of subsection 5.4(c), if an Employee's participation ends because he transfers to an employment classification (such as faculty or exempt or nonunion) which is not eligible to participate hereunder and he does not elect to continue participation in this Plan in accordance with this section, or he elected to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College for Faculty and Staff as of January 1, 1998 or as of January 1, 2006, will not be eligible to receive benefit payments from this Plan while he continues to be an Employee of Dartmouth. Plan benefits upon subsequent termination of employment shall be determined under the terms of this Plan as in effect on such date.

4.4 Reentry of Former Participant. Subject to the second paragraph of this Section, in the event a Participant is reemployed by Dartmouth as a non-exempt or service Employee with an appointment of 50 percent full-time equivalent or greater under Dartmouth's regular personnel policies, he shall be enrolled in the 401(a) Defined Contribution Retirement Plan for Dartmouth College for Faculty and Staff upon such reemployment. Effective January 1, 2006, the preceding sentence will apply to reemployed members of the Local 560 of the Service Employees' International Union.

Notwithstanding the above, if, within one year from the date of termination of employment, an Employee is reemployed by Dartmouth as a non-exempt or service Employee with an appointment of 50 percent full-time equivalent or greater under Dartmouth's regular personnel policies, and the Employee's termination of employment was either (i) due to layoffs or (ii) due to disability and he was a Participant in this Plan upon termination of employment, the Employee may continue participation in this Plan. In order to resume participation, the Employee must
submit a written request within sixty (60) days of such reemployment that his participation in this Plan be continued.
ARTICLE 5
RETIREMENT BENEFITS

5.1 Benefit Amounts.

(a) Accrued Benefit Defined. The accrued benefit of a Participant at any date of reference is an annual pension, payable in the form of a life annuity under Section 6.1, Standard Form of Payment of Retirement Benefit, beginning on his normal retirement date (or on the date of reference if later than his normal retirement date), with the amount determined under subsection (b) below as of the date of reference.

(b) Benefit Formula. A Participant's benefit amount under the benefit formula is an annual benefit equal to the sum of (i), (ii), (iii), (iv) and (v) below (whichever may be applicable):

(i) Benefit for Service Before 1989. The benefit for service before 1989 is the greater of (A) or (B) below:

(A) An amount equal to 1.25 multiplied by the Participant's accrued benefit as of December 31, 1988, determined under the terms of the Plan as in effect on such date.

(B) 1.2 percent of the Participant's average applicable compensation multiplied by his number of completed years of participation in the Plan.

For purposes of this subsection (B), average applicable compensation means his applicable compensation during calendar years 1986, 1987 and 1988 divided by three (or the annual average of his applicable Compensation during all of his employment with Dartmouth before 1989 if less than three years), and completed years of participation means the period he was a Participant in the Plan ending on December 31, 1988, determined in full years with any additional whole months of participation left over counted as 1/12 of a year of participation.

(ii) Benefit for Service in 1989. The benefit for calendar year 1989 is an amount equal to two and one-half percent (2 1/2%) of the Participant's applicable compensation during 1989.

(iii) Benefit for Service from 1990 through 1997. The benefit for each calendar year starting with 1990 and ending December 31, 1997 is an amount equal to two percent (2%) of the Participant's applicable compensation during such year.

(iv) Benefit for Service in 1998 to 2005. The benefit for each calendar year starting with 1998 and ending with 2005 is an amount equal to two and
one-half percent (2 1/2%) of the Participant's applicable compensation during such year.

(v) Benefit for Service in 2006 and Subsequent Years.

(A) Local 560, SEIU. For each Participant who is a member of local 560, SEIU, the benefit for each calendar year starting with 2006 is an amount equal to three percent (3%) of the Participant's applicable compensation during such year.

(B) Other Participants. For each Participant who is not a member of Local 560, SEIU, the benefit for each calendar year starting with 2006 is an amount equal to two and one-half percent (2 1/2%) of the Participant's applicable compensation during such year.

(c) Applicable Compensation Defined. A Participant's applicable compensation for any calendar year or other period of reference means his total compensation received in such year or other period, including any payments for unused vacation or sickness days, plus his salary reduction contributions (if any) for supplemental retirement annuities under Code Section 403(b) or 414(v) and any salary reduction contributions under Code Section 125 or 132(f)(4) he makes under any Employee benefit program maintained by Dartmouth, but not including any applicable compensation received during a year (or other period of reference) before he became a Participant in the Plan or after he ceased to be a Participant. Except as specified in the preceding sentence, a Participant's applicable compensation does not include payments to or benefits received under this or any other public or private Employee benefit Plan; specifically, applicable compensation does not include severance pay.

For purposes of the preceding paragraph, in the case of a Participant who is a member of the Service Employees' International Union (SEIU) covered by the Collective Bargaining Agreement between the College and the SEIU, and who performs services at the Hanover Inn and in such capacity is considered a "tipped employee," "applicable compensation" for a particular period will not be less than the amount provided from time to time for purposes of this Plan in such Collective Bargaining Agreement. In the event of any retroactive ratification of such a Collective Bargaining Agreement (or renewal thereof), an affected Participant's accrued benefit hereunder shall be appropriately redetermined (Subject to Article 10 and any other applicable limits under this Plan).

Notwithstanding the preceding paragraph, applicable compensation taken into account under the Plan for any Participant for any calendar year will not exceed the compensation limit in accordance with Code Section 401(a)(17) as adjusted for cost-of living changes. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

(d) For reference purposes, prior benefit formulas are stated in Schedule C.

(e) An Employee who was a Participant in this Plan on December 31, 1997 and made an irrevocable affirmative election to participate in the 401(a) Defined Contribution Retirement
Plan for Dartmouth College Faculty and Staff, shall be eligible to receive his accrued benefit under the Plan as of December 31, 1997 on his retirement date (or termination of employment if applicable).

An Employee who was a Participant in this Plan on December 31, 2005 and made an irrevocable affirmative election not later than September 16, 2005 to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff, shall be eligible to receive his accrued benefit under the Plan, as determined as of the close of business on December 31, 2005, on his retirement date (or termination of employment if applicable).

(f) For clarification, notwithstanding any other provision of this Plan, no Employee shall accrue any additional benefit after the date that he ceases to be an active Participant (but this will not preclude an increase in his accrued benefit after the date he ceased active participation if specifically so provided in a Plan provision).

5.2 Normal Retirement.

(a) Normal Retirement Date. A Participant may retire on his normal retirement date, which is the first day of the month coincident with or next following his 65th birthday.

(b) Normal Retirement Benefit. A Participant who retires on his normal retirement date will receive a normal retirement benefit starting on such date equal to his accrued benefit under Section 5.1, Benefit Amounts, as of such date.

5.3 Early Retirement.

(a) Early Retirement Date. A Participant may retire on the first day of any month before his normal retirement date and after he has attained age fifty-five (55) and completed ten (10) years of Plan service. The Participant's actual retirement date under this section will be referred to as his early retirement date.

(b) Early Retirement Benefit. A Participant who retires on an early retirement date will receive an early retirement benefit equal to his accrued benefit under Section 5.1, Benefit Amounts, as of his early retirement date:

(i) with payments beginning on his normal retirement date; or

(ii) if elected by the Participant, with payments beginning on the first day of any month on or after his early retirement date but before his normal retirement date, with his accrued benefit as of his early retirement dated reduced by 1/15 per year for each of the first five (5) years, and by 1/30 per year for each of the second five (5) years, that the start of payments precedes his normal retirement date. The reduction factor will be prorated for months.

(c) Disability Early Retirement. Provisions governing early retirement because of disability are in Section 7.2, Disability Retirement.
5.4 Late Retirement

(a) Late Retirement Date. A Participant who continues in active service as an Employee after his normal retirement date may retire on the first day of any month after his normal retirement date, and such date will be referred to herein as his late retirement date.

(b) Late Retirement Benefit.

(i) A Participant who retires on a late retirement date will receive a late retirement benefit beginning on his late retirement date equal in amount to his accrued benefit under Section 5.1, Benefit Amounts, as of such date; provided, however, that if the Participant was not given the Suspension of Benefits Notice (see subsection (c) below), such Participant's late retirement benefit will be the greater of (A) his accrued benefit under Section 5.1 as of such late retirement date or (B) his accrued benefit under Section 5.1 as of his normal retirement date, actuarially adjusted to reflect the number of months between his normal retirement date and his late retirement benefit for which he had not received the Suspension of Benefits Notice.

(ii) A Participant who had retired and commenced receipt of his retirement benefit and who later returns to employment with Dartmouth shall have his monthly retirement benefit suspended for any month in which the Participant completes 40 or more hours of service, provided that the Participant is given the Suspension of Benefits Notice.

(iii) A Participant who had retired and commenced receipt of his retirement benefit and who later returns to employment with Dartmouth shall continue to receive his retirement benefit for any month in which he completes fewer than 40 hours of service.

(iv) If retirement benefit payments to a reemployed Participant have been suspended pursuant to subsection (ii) above, payments shall resume no later than the first day of the third calendar month after the calendar month in which the Participant ceases to be employed or is employed for 40 or fewer hours of service per month. The Participant shall comply with any reasonable procedure adopted by the Plan for notifying the Plan that his employment has terminated or that his monthly hours have been reduced to 40 or less. The initial payment of retirement benefits upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of employment (or reduction in hours to 40 or less) and the resumption of payments, less any amounts which are subject to offset as provided in subsection (v) below.
(v) If a reemployed Participant who was given a Suspension of Benefits Notice received payment of his retirement benefit for any month in which he completed more than 40 hours of service, the Plan shall offset such overpayment of retirement benefits upon resumption of payments by deducting a portion of such overpayment from the monthly benefit payable for succeeding months, provided that the deduction for the overpayment cannot exceed 25% of any month's total benefit payment other than the initial resumption payment described in subsection (iv) above.

(c) **Suspension of Benefit Notice.** Any participant described in subsections (b)(i) and/or (ii) above shall be given a notice (the "Suspension of Benefits Notice") which informs the reemployed Participant that his retirement benefits will be suspended for any month of his reemployment in which he completes more than 40 hours of service. The Notice will comply with the requirements of Labor Reg. §2530.203-3(b)(4).

(d) **Payments after 70-1/2.**

(i) **5% Owner.** There being no 5% owners of Dartmouth, the 5% owner rules are inapplicable.

(ii) **Other Participants.** A Participant who continues in employment with Dartmouth upon attaining age 70-1/2 shall commence receipt of his retirement benefit on the first of the month coinciding with or next following his actual late retirement date. The amount of each monthly payment will be equal to one-twelfth (1/12) of his accrued benefit calculated under Section 5.1, Benefit Amounts, as of such late retirement date, actuarially adjusted to reflect the number of months between his age 70-1/2 date and his actual late retirement date; provided, however, if the Participant's benefit amount had been subject to adjustment pursuant to subsection (b)(i) above for any portion of the period between the Participant's normal retirement date and the date he attained age 70-1/2, such adjusted amount shall be substituted for the Participant's accrued benefit calculated under Section 5.1, Benefit Amounts.

(c) **Actuarial Adjustment.** For purposes of Sections 5.4(b) and (d), equivalent actuarial value shall be determined on the basis of the mortality table in B.2(b) and an interest rate described in B.2(a).

(f) **Non-duplication.** Notwithstanding any provision in this Section 5.4 to the contrary, in no event shall there be a duplication of benefits or benefit accruals for the same periods of benefit service and/or benefit payments.

5.5 **Increase in Benefits for Certain Retirees and Others.** Benefits hereunder for certain retirees and others have been increased as set forth in Schedule D hereto.
ARTICLE 6
FORMS OF PAYMENT OF RETIREMENT BENEFITS

6.1 Standard Form of Payment of Retirement Benefit.

(a) In General. The standard form of payment of a normal, early or late retirement benefit is a pension equal to the Participant's annual retirement benefit amount, payable for the Participant's lifetime ending with the payment immediately before his death. This will be the form of payment to a Participant who is not married on the date his benefit payments are scheduled to begin under subsection 6.4(a) unless he elects an optional form of payment described in Section 6.3, Optional Forms of Payment.

(b) Election of Optional Form of Payment.

(i) An unmarried Participant may elect an optional form of payment under Section 6.3, Optional Forms of Payment, and may revoke such an election, or may make a new election after revoking a prior election, by completing and filing the prescribed election form with the Administrator. The election form must provide the name of the designated contingent annuitant (if applicable) and provide such other information as the Administrator may request. Any election, revocation or failure to make an election will become effective and irrevocable on the date benefit payments are scheduled to begin under subsection 6.4(a); the Participant may not make an election or change an election after such date, except that the Administrator in his discretion may permit a later election or change of election if he determines that the circumstances so warrant.

(ii) The method and time for an unmarried Participant's election not to receive benefits in the form of an annuity for the Participant's lifetime only, or revocation of such election, will be governed by Section 6.2(b), except for references to spouse and spousal consent.

(iii) The method and time for a married Participant's election not to receive benefits in the form of a joint and surviving spouse annuity, or revocation of such election, will be governed by subsection 6.2(b), and this Section will not apply to such an election or revocation.

6.2 Automatic Joint and Surviving Spouse Annuity for Annuity Participant Who Does Not Elect Otherwise.

(a) In General. If a Participant has a spouse on the date his benefit payments are scheduled to begin under subsection 6.4(a), his benefit will be payable in the form of a joint and surviving spouse annuity, unless the Participant elects the life annuity form of payment described in subsection 6.1(a) or an optional form of payment described in Section 6.3, Optional Forms of Benefits, and his spouse consents to such election. Under the joint and surviving spouse annuity, the Participant will receive a pension for his lifetime ending with the payment immediately before his death. After his death, payments will continue to the surviving spouse (to whom he was married when benefit payments began) for the spouse's lifetime, with each monthly payment
to the spouse equal to fifty (50%), sixty-six and two-thirds (66 - 2/3%), seventy five (75%) or one hundred (100%) percent of the Participant's monthly payment, whichever the Participant designates; if the Participant fails to designate, the continuation payments to the surviving spouse will be fifty percent (50%) of the Participant's monthly payment. This form of payment will be the actuarial equivalent of the Participant's benefit under the life annuity form of payment (subsection 6.1(a)).

(b) Participant's Election of Another Form of Payment.

(i) Spousal Consent Required. A married Participant's election of an optional form under Section 6.3 shall be effective only if spousal consent to the election is executed by the spouse and is received by the Administrator within the 180-day period preceding the Participant's annuity starting date.

(ii) Notice of Optional Forms. The Administrator shall furnish to each eligible Participant a written explanation in nontechnical language of the terms and conditions of the retirement benefit payable to the Participant in the normal and optional forms. Such explanation shall include a general description of the eligibility conditions for, and the material features and relative values of, the optional forms of payment under the Plan, any rights the Participant may have to defer commencement of his retirement benefit, the requirement for spousal consent as provided in subsection (i) above (if applicable), and the right of the Participant to make, and to revoke, elections under Section 6.3.

(iii) Timing of Notice. The Administrator must provide the notice required by subsection (ii) no more than 180 days and no less than 30 days prior to the Participant's annuity starting date. A Participant's annuity starting date may not occur fewer than 30 days after receipt of the notice. An election under Section 6.3 shall be made on a form provided by the Administrator and may be made during the 180-day period ending on the Participant's annuity starting date, but not prior to the date the Participant receives the written explanation described in subsection (ii).

(iv) Earliest Election Date. Notwithstanding the provisions of subsection (iii) above, a Participant who is eligible to commence payment as of the first day of the month following his termination of employment may elect as his annuity starting date the first day of the month following his termination of employment provided the following requirements are met:

(A) the Administrator clearly informs the Participant that he has a period of at least 30 days after receiving the notice described in subsection (ii) to decide when to have his benefits begin and, if applicable, to choose a particular optional form of payment;

(B) the Participant affirmatively waives the 30 day notice period referred to in subsection (iii) above and elects (with spousal
consent, if applicable) as his annuity starting date the first day of the month following his termination of employment with Dartmouth and, if applicable, an optional form of payment, after receiving the notice;

(C) payment does not commence fewer than seven days following the day after the notice is received by the Participant; and

(D) the Participant's election, once made, is irrevocable, except that any election made within the seven-day period following the date the Participant receives the notice may be revoked until the later of his annuity starting date or the end of such seven-day period.

(v) Retroactive Annuity Starting Date. If there has been an administrative delay on the part of the Administrator in providing a Participant with the notice described in subsection (ii) above, such Participant may elect to commence receipt of such Participant's benefit payments effective as of a date prior to the date such Participant was provided with the foregoing notice; provided, however, that the effective date of such benefit payments may not precede the later of (A) the date of the event that resulted in the Participant's eligibility to commence receipt of such benefits (such as termination of employment) or (B) the date that the Participant notified the Administrator in writing of his intent to commence such retirement benefit. In the event the Participant's annuity starting date is before the date he received the notice, the following requirements are met:

(A) the Participant's benefit must satisfy the provisions of Sections 415 and 417(e)(3) of the Code, both at the retroactive annuity starting date and at the actual commencement date;

(B) a payment equal in amount to the payments that would have been received by the Participant had his benefit payments actually commenced on his retroactive annuity starting date shall be paid to the Participant on his actual commencement date;

(C) Spousal consent to the retroactive annuity starting date is required for such election to be effective unless either:

(1) the amount of the survivor annuity payable to the spouse determined as of the retroactive annuity starting date under the form elected by the Participant is no less than the amount the spouse would have received under the automatic joint and survivor annuity if the date payments commence were substituted for the retroactive annuity starting date; or

(2) the Participant's spouse on his retroactive annuity starting date is not his spouse on his actual commencement date.
(unless otherwise provided in a qualified domestic relations order); and

(D) the Participant elects payment in the form of an annuity.

A Participant may make an election under this subsection (v) within the 180-day period following the date the Administrator issues the notice and election form. An election under this subsection may not be made following the expiration of the 180-day election period. In the event a Participant is not entitled to commence payment as of the first day of the month following his termination of employment, or if a Participant is entitled to but does not elect to commence payment as of such date, he may waive the 30-day notice period referred to in subsection (iii) above in accordance with the foregoing provisions of subsection (iv) above, except that the Participant's annuity starting date must occur after the date the notice is provided and the Participant shall be permitted to revoke his election until the later of his annuity starting date or seven days after the day he received the notice.

(vi) **Revocation of Election.** An election of an optional form of payment under Section 6.3 may be revoked on a form provided by the Administrator, and subsequent elections and revocations may be made at any time and from time to time during the election period specified in subsections (iii), (iv) or (v) above, whichever is applicable. An election of an optional form of payment shall be effective on the Participant's annuity starting date and may not be modified or revoked after his annuity starting date unless otherwise provided under subsection (iv) or (v) above. A revocation of any election shall be effective when the completed form is filed with the Administrator.

(vii) The Administrator may contract with a recordkeeper or administrative services provider to provide and receive notices, elections forms, etc. to or from Participants under this subsection (b) (and under other similar provisions of the Plan); in such event, references to the Administrator herein will be deemed to be references to such recordkeeper or administrative services provider.

6.3 **Optional Forms of Payment.** In place of the standard form of payment of a retirement benefit under Section 6.1, **Standard Form of Payment of Retirement Benefit**, or the joint and surviving spouse annuity under Section 6.2, **Automatic Joint and Surviving Spouse Annuity for Annuity Participant who Does Not Elect Otherwise**, a Participant may elect (with spousal consent, if he is married) to receive his retirement benefit in an optional form of Payment described in this section. Any such optional payment form will be the actuarial equivalent of his benefit under the standard life annuity form of payment (subsection 6.1(a)).

(a) **Contingent Annuitant Option.** Under this option, the Participant will receive
reduced monthly pension payments for his lifetime ending with the payment immediately before his death. Payments will continue thereafter in the same (100 percent) or a reduced amount (75 percent, 66 - 2/3 percent or 50 percent), as designated by the Participant, to the contingent annuitant designated by the Participant, and such payments will end with the pay immediately before the death of the contingent annuitant. If the Participant elects this option and the designated contingent annuitant dies before benefit payments under this option are scheduled to begin under subsection 6.4(a), the Participant's election of this option will automatically be revoked and the form of payment of the Participant's retirement benefit will be determined under Section 6.1, Standard Form of Payment of Retirement Benefit, or Section 6.2, Automatic Joint and Surviving Spouse Annuity for Annuity Participant who Does Not Elect Otherwise, unless the Participant again elects an option under this Section. If the contingent annuitant predeceases the Participant before benefit payments under this option are scheduled to begin under subsection 6.4(a), the amount of each payment to the Participant will not be adjusted and no payments will be made after the Participant's death.

(b) **10-year Certain and Continuous.** Under this option, the Participant will receive reduced monthly pension payments for his lifetime ending with the payment immediately before his death. If the Participant has not received at least 120 monthly payments, monthly payments will continue in the same amount after the Participant's death for the balance of the 120-month period to the Participant's Beneficiary. If the Participant elects this option and all the beneficiaries designated by the Participant to receive any payments due after his death predecease the Participant before benefit payments under this option are scheduled to begin under subsection 6.4(a), the Participant's election of this option will automatically be revoked and the form of payment of the Participant's retirement benefit will be determined under Section 6.1, Standard Form of Payment of Retirement Benefit, or Section 6.2, Automatic Joint and Surviving Spouse Annuity for Annuity Participant who Does Not Elect Otherwise, unless the Participant again elects an option under this Section. If the designated Beneficiary(ies) predecease the Participant before benefit payments under this option are scheduled to begin under subsection 6.4(a), the Participant may designate another Beneficiary; if the Participant does not do so and dies before receiving 120 monthly payments, the commuted value of the payments for the balance of the 120-month period will be paid to the Participant's estate.

(c) **Lump Sum Option.** Under this option, the Participant may elect to receive a one time lump sum settlement of his accrued benefit under the Plan. This lump sum amount will be determined with reference to his monthly pension commencing on his normal retirement date. Except as provided in Section 6.5 or Section 9.2(b), such lump sum settlements shall only be made with the consent of the Participant and the Participant's spouse (if he is married) in accordance with subsection 6.2(b).

(d) **Limitations on Options.** A Participant may not elect an optional form of payment unless the requirements of (i) and (ii) below are satisfied:

(i) Payments under the option will not extend beyond the longer of the joint lifetimes or life expectancies of the Participant and his designated Beneficiary or contingent annuitant.
(ii) Unless the Participant's spouse is his designated Beneficiary or contingent annuitant under the option, benefits payable under the option after the Participant's death must be such as to meet the requirements of Code Section 401(a)(9) and regulations thereunder.

(iii) The option provides that, if payments have commenced before the Participant's death, any remaining payments under the option will be made at least as rapidly as payments were being made as of the date of the Participant's death. Also, the option provides that, if the Participant dies before payments commence, any payments thereafter will be paid (A) over a period not longer than the lifetime or life expectancy of the Beneficiary designated by the Participant, commencing not later than the end of the year following the year of the Participant's death (or, if the designated Beneficiary is the Participant's surviving spouse, commencing not later than the date the Participant would have reached age 70 1/2), or (B) within five years after the year of the Participant's death in any case where the Participant did not designate a Beneficiary.

6.4 Date Payments Are Scheduled to Begin.

(a) Scheduled Starting Date. A Participant's benefit payments are scheduled to begin, and normally will begin, on the date elected by the Participant under subsection 5.4(b) or under subsection 9.2(a), or on the date specified in subsection 7.2(a) or (b) if applicable, on his normal or late retirement date, as the case may be. For purposes of Article 6, the foregoing date may be referred to as the Participant's annuity starting date.

(b) Delays. If the amount of a Participant's monthly payment cannot be determined by the date such payments are scheduled to begin, because the Participant has not provided necessary information or for any other reason, the Administrator may delay the commencement of benefit payments until a date up to 60 days after the amount of the monthly payment has been determined; when made, such payments will be retroactive to the date payments were scheduled to begin.

(c) Payments after Age 70 1/2. For a Participant who continues in employment with Dartmouth following the April 1 after the calendar year in which he reaches age 70 1/2, and the Participant elects to continue receiving said benefit payment in accordance with subsection 5.4(c), the date his benefit payments are scheduled to begin for purposes of this article will be his late retirement date notwithstanding the fact that payments to such Participant have already been made. This means that, subject to the foregoing requirements of this article, he may choose an optional form of benefit payment up to his late retirement date and such form of payment will be effective starting on his late retirement date.

6.5 Monthly Payments; Small Benefits. A Participant's benefit will be payable in monthly installments on the first day of the month; each monthly installment will be one-twelfth of the Participant's annual benefit amount.
If a retired Participant's monthly payment is less than $100, the Administrator will change his benefit payments to quarterly, semi-annual or annual payments, whichever results in a payment of at least $100. If the actuarially determined present value of the retired Participant's benefit is $1,000 or less (effective for distributions on or after March 28, 2005), the Administrator will direct payment of his benefit in the form of a commuted single sum payment notwithstanding the prior provisions of this article.

6.6 **Payments by Trustee or Insurer.** Any benefit payable under the Plan may be provided by payments directly from the trust fund by the Trustee, or by the purchase of an immediate or deferred annuity contract with payments made by an insurance company, or under the terms of a group annuity contract or other contract entered into by Dartmouth or the Trustee to provide benefits hereunder with payments made by the insurance company, or in any other manner determined by the Administrator.

In the case of a Participant for whom an insurance company is contractually obligated to make benefit payments, the Participant will receive such payments from the insurer and the balance of his benefit hereunder (if any) will be paid under the preceding paragraph.

6.7 **Direct Rollovers.**

(a) **In General.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Administrator (consistent with any applicable regulations), to have any portion of an eligible rollover distribution due to the distributee paid directly to an eligible retirement plan specified by the distributee in a transfer that qualifies as a direct rollover described in Code Section 401(a)(31) and regulations thereunder.

(b) **Definitions.** The definitions in this subsection (b) apply for purposes of this Section.

(i) An eligible rollover distribution, as defined in Code Section 402(f)(2)(A), is any distribution of all or any portion of the balance not including: any distribution that is made on account of financial hardship, any distribution that is one of a series of substantially equal periodic annuity or other payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's spouse, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income.

(ii) An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity or custodial account described in Code Section 403(b), a Roth IRA described in Code Section 408A(b), or a plan maintained under Code Section 457(b) by a
governmental employer, in each case that accepts direct rollovers of eligible rollover distributions.

(iii) A distributee includes an Employee or former Employee. In addition, it includes the Employee's or former Employee's surviving spouse, the Employee's or former Employee's non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

(iv) A direct rollover is a payment by the Plan to the eligible retirement Plan specified by the distributee.
ARTICLE 7
DISABILITY

7.1 Benefits Continue Accruing During Period of Covered Disability.

(a) In General. A Participant who, while an active Participant in this Plan, suffers a total and permanent disability for which he receives benefit payments under a Dartmouth long-term disability plan will, for all purposes of this Plan (including the determination of eligibility for and the amount of the qualifying spouse's benefit under Section 8.2, The Plan's Pre-Retirement Death Benefit, or the ERISA surviving spouse's benefit under Section 8.4, Death After Payments Begin), be considered to continue to be an Employee and a Participant during a period of covered disability as defined in subsection (b) below. For the purpose of determining his benefit under Section 5.1, Benefit Amounts, at any time after the onset of such disability, (i) he will be deemed to continue receiving applicable compensation during his period of covered disability at the same rate as his rate of applicable compensation in effect immediately before the onset of his disability; and (ii) he will continue to earn Plan service under the applicable provisions of the Plan as if still employed in the eligible class during his period of covered disability.

(b) Period of Covered Disability Defined. A period of covered disability of a Participant is a period of total and permanent disability for which he receives payments under Dartmouth's long-term disability income plan (or would receive benefits under such plan except for the benefit offsets provided therein) applicable to such Participant:

(i) beginning on his first day of absence from work because of his disability (which means, for purposes of this Plan, including within his period of covered disability any waiting period before disability benefit payments begin under such long-term disability income plan), and

(ii) ending on the earliest of (A) the last day of the month in which such disability ceases for the purposes of such disability income plan, (B) the last day of the month in which the final payment is due under such disability income plan for such disability, whether or not such disability has ceased, or (C) the day he dies.

(c) Payment of Other Plan Benefits. A Participant may not receive benefit payments under any provision of this Plan (including specifically Section 7.2, Disability Retirement) at any time when he is receiving a disability benefit under a Dartmouth long-term disability income plan. A Participant's eligibility for any benefit under this Plan after the cessation of disability income plan benefit payments (whether by the Participant's waiver of payments under such plan in order to begin receiving benefits hereunder or otherwise) will be determined under the applicable provisions of this Plan.

The provisions of this Section will cease to apply to a Participant as of the date he starts to receive benefit payments hereunder.
7.2 Disability Retirement.

(a) Social Security Disability. If a Participant or a Former Participant who has completed at least 15 years of Plan service becomes totally and permanently disabled so that he is incapable of employment by Dartmouth and is entitled to receive Social Security Act disability benefits (as determined by the Administrator), and if such disability has existed continuously for at least six months and is expected to continue permanently or indefinitely, he may retire and receive a disability retirement benefit under this subsection.

If a Participant retires under the preceding paragraph, he will receive a monthly pension starting on the first day of the month coinciding with or next following the date six months after his first day of absence from work because of his disability (or, if later, the first day of the month after he files with the Administrator an election to retire under this section) and continuing thereafter for his lifetime or, if earlier, the date he is no longer totally and permanently disabled (as described in the preceding paragraph). After the cessation of disability payments under this subsection (a), the Participant, if living, will be entitled to receive such benefits as are provided for under the other provisions of the Plan.

The amount of each monthly payment will be one-twelfth of the disabled Participant's accrued benefit as of his first day of absence from work because of his disability, without actuarial reduction for commencement before his normal retirement date. The form of payment of disability benefits will be determined under the rules of Article 6, Forms of Payment of Retirement Benefits, and the amount of any disability benefit paid in a form other than a life annuity will be actuarially equivalent to the Participant's benefit under the preceding sentence.

(b) Other Disability. If a Participant who is not described in subsection (a) above becomes disabled so as to be unable to perform adequately the normal duties of his position at Dartmouth (as determined by the Administrator), he may retire and receive a disability retirement benefit under this subsection. Benefit payments will begin on the Participant's normal retirement date, or, if elected by the Participant, on the first day of any month that is on or after the later of his first day of absence because of his disability or his 55th birthday and before his normal retirement date. The amount of each monthly disability benefit payment under this subsection starting on the Participant's normal retirement date will be equal to one-twelfth of the Participant's accrued benefit as of his first day of absence from work because of his disability. If a Participant elects payments starting before his normal retirement date, the amount of each payment will be reduced for commencement before normal retirement date in the same manner as an early retirement benefit (see Section 5.3, Early Retirement).

7.3 Determination of Disability. The Administrator will determine whether a Participant has a period of covered disability described in subsection 7.1(a), Social Security Act disability described in subsection 7.2(a), or another disability described in subsection 7.2(b), based upon such evidence as the Administrator may deem necessary. The Administrator may accept evidence that a Participant is receiving Social Security Act disability payments or benefits under a Dartmouth long-term disability income plan as establishing the Participant's disability, or may require the Participant to be examined by one or more physicians or specialists selected by the
Administrator. In the case of a Participant receiving benefits under subsection 7.2(a), the Administrator may require the Participant to be examined by one or more physicians or other specialists at periodic intervals to determine whether the Participant remains disabled (as defined in subsection 7.2(a)). If a Participant does not submit to any such examination, he will be deemed not to be disabled for purposes of the Plan.

The Administrator may establish rules and procedures for making determinations under this section.
ARTICLE 8
DEATH BENEFITS

8.1 Application of this Article. This article specifies the Plan benefits payable upon the death of a Participant or Former Participant before the date his benefit payments are scheduled to begin. Except as specified in this article, no benefits are payable upon the death of a Participant or Former Participant. The provisions of this Article are effective January 1, 1998. For death benefits under the Plan prior to January 1, 1998, Schedule H applies.

8.2 The Plan’s Pre-Retirement Death Benefit.

(a) Requirements. The Plan’s pre-retirement death benefit shall be payable to the surviving spouse or designated Beneficiary of a deceased Participant or Former Participant with a vested accrued benefit under the Plan. If a Participant designates a non-spousal Beneficiary, to the extent this designation would impair the spouse's right to the ERISA surviving spouse's benefit under this Plan (as provided elsewhere in this article), the designation shall not be effective unless the Participant waives the ERISA surviving spouse's benefit and the Participant's spouse consents to this election on forms provided by the Administrator.

(b) Amount. The Plan’s pre-retirement death benefit is equal to the actuarial equivalent value of a Participant's accrued benefit under the Plan as of his death (in the event there are co-beneficiaries, the value of the Participant's accrued benefit shall be divided equally among said co-beneficiaries, unless the Participant has specified a different division among co-beneficiaries). Notwithstanding the above, the Participant's surviving spouse or designated Beneficiary may elect a lump sum payment of the pre-retirement death benefit.

(c) Payment. The Plan’s pre-retirement death benefit is payable in either a one-time lump sum payment or a monthly annuity payable to the Participant's surviving spouse for the spouse's lifetime or the Participant's designated Beneficiary for the designated Beneficiary's lifetime. Any lump sum payment will be payable as soon as practical after the Participant's death. Annuity payments will begin on the first day of the month following the month in which the Participant died and will end with the payment immediately before the death of the spouse or designated Beneficiary, if the spouse or designated Beneficiary so elects. In no event however, shall annuity payments begin later than the date the Participant would have attained age 65.

8.3 Designation of Beneficiary. Each Participant shall have the right to designate a Beneficiary (or beneficiaries) and a contingent or successive Beneficiary to receive any benefits provided by this Plan which become payable upon the Participant's death. The beneficiaries may be changed at any time or times by the filing of a new designation with the Administrator, and the most recent designation shall govern.

Notwithstanding the foregoing, the designated Beneficiary with respect to the Plan's pre-retirement death benefit shall be the surviving spouse of the Participant, unless such surviving spouse consents in writing to an alternate designation and the terms of such consent acknowledge the effect of such alternate designation and the consent is witnessed by a representative of the Plan or by a notary public. If the Participant will not attain age 35 by the end of the Plan Year in which the waiver is executed, then the waiver (and consent) shall lapse and become void as of
the first day of the Plan Year in which the Participant attains age 35. At that time the Participant may execute another waiver which will be effective, provided spousal consent is again obtained for this new waiver (as provided above).

The designation of a Beneficiary other than the spouse of the Participant may not be changed without the consent of such spouse and any consent must acknowledge the specific non-spouse Beneficiary, including any class of beneficiaries or contingent beneficiaries. A spouse may not revoke the consent without the approval of the Participant. If a Participant dies without having a Beneficiary designation then in force, or if all of the beneficiaries designated by a Participant predecease him, his Beneficiary shall be his surviving spouse, or if none, his estate.

8.4 Death After Benefit Payments Begin. If a retired or vested Former Participant dies while receiving benefit payments hereunder (or if he dies after the date his benefit payments are scheduled to begin under subsection 6.4(a) but before payments actually begin), his surviving spouse or contingent annuitant (or other Beneficiary) will receive the benefit, if any, payable under the form of payment in effect for such Participant under Article 6, Forms of Payment of Retirement Benefits.

8.5 One Time Lump Sum Mandatory Cash Outs. If the actuarially determined present value of the spouse's or contingent annuitant's pre-retirement death benefit under this Article is $1,000 or less (effective January 1, 2006), the Administrator shall direct payment of such benefit in the form of a commuted single sum payment.

8.6 Death While Performing Qualified Military Service. In the case of a death occurring on or after January 1, 2007, if a Participant or beneficiary dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.
ARTICLE 9
TERMINATION OF EMPLOYMENT AND VESTED INTEREST

9.1 Vested Interest. A Participant or Former Participant will have a fully vested interest in his accrued benefit at all times on and after the earliest of (a) his 65th birthday (if he is then an Employee of Dartmouth), (b) the date he terminates employment with Dartmouth because of another disability described in subsection 7.2(b), or (c) the date he completes three (3) complete years of Plan service. Before the earliest of such dates, a Participant or Former Participant will have no vested interest in his accrued benefit.

9.2 When Vested Benefit is Payable.

(a) In General. If a Participant with a vested interest in his accrued benefit terminates employment for any reason other than retirement or death, he will receive such vested interest as a monthly pension beginning on his normal retirement date, or, if the Participant so elects, beginning on the first day of any month on or after his 55th birthday and before his normal retirement date. If the Participant makes such an election to commence his monthly pension prior to his normal retirement date, the amount of each monthly payment will be reduced using the actuarial reduction factors for early retirement benefits (see Section 5.3, Early Retirement). Such an election shall comply with the requirements of Section 6.2(b), to the extent applicable, and must be made on the form prescribed by the Administrator.

In the event a Participant with a vested interest in his accrued benefit terminates employment for any reason other than retirement or death, he is eligible, effective January 1, 1998 to elect payment of his benefit in the form of a one-time lump sum payment, provided however, both the Participant and his spouse elect to receive such payment in writing. In accordance with Treasury regulations, the Participant shall also be eligible to elect an immediate life annuity, if he is not married, or an immediate joint and surviving spouse annuity, if he is married. The one time lump sum and immediate annuity options will be actuarially determined with reference to his monthly pension commencing on his normal retirement date.

(b) Cash Out of Small Benefits. Notwithstanding subsection (a) above, if at any time the actuarially determined present value of a Former Participant’s vested accrued benefit is $5,000 or less ($1,000 or less for distributions on or after March 28, 2005), the Administrator will direct payment of a Former Participant’s vested accrued benefit to him at an earlier date determined by the Administrator, in the form of a commuted single sum payment. However, with respect to payments on or after March 28, 2005, if such actuarially determined present value is $5,000 or less, the Former Participant may elect payment in the form of an actuarially equivalent commuted single sum payment, and the requirement for spousal consent in the case of a married Participant shall not apply.

9.3 Form of Payment of Vested Benefit. Except as provided in subsection 9.2(b), a Participant’s vested accrued benefit is payable in any form in which a retirement benefit is payable, subject to the same terms and conditions applicable to retirement benefits under Article 6, Forms of Payment of Retirement Benefits.
ARTICLE 10
LIMITS ON BENEFITS

10.1 Maximum Benefit Allowed Under this Plan.

(a) Maximum After Age 62 but Before Age 65. The maximum annual benefit for a Participant who has ten (10) or more years of participation in the Plan, when expressed in the form of a straight life annuity or a joint and 100 percent surviving spouse annuity (with no ancillary benefits directly related to retirement benefits) payable at or after age 62 but at or before age 65 will not exceed the lesser of (i) 100 percent of the Participant's average total annual compensation (as defined in Code Section 415 and regulations thereunder) in the consecutive calendar years (not more than three) of his active participation in which he had the greatest aggregate compensation from Dartmouth, or (ii) $160,000, both of which amounts are to be adjusted periodically (the former only after termination of his employment) for cost-of-living changes as provided under Code Section 415 and regulations issued by the Secretary of the Treasury thereunder.

(b) Maximum After Age 65. The maximum annual benefit payable to a Participant after age 65 will be determined under subsection (a), but with the $160,000 amount adjusted to an amount that is actuarially equivalent to a $160,000 annual benefit beginning at age 65.

(c) Benefit Before Age 62. The maximum annual benefit payable to a Participant at or after age 55 but before age 62.

10.2 Adjustments to Benefits.

(a) The maximum benefit referred to in Section 10.1, Maximum Benefit Allowed Under this Plan, will be reduced 1/10th for each year of participation in the Plan less than ten completed by the Participant, and will be adjusted actuarially for other forms of payment.

(b) For purposes of adjusting any benefits under subsection 10.1(c), the interest rate assumption will not be less than the greater of (i) five percent, or (ii) the interest rate specified in Schedule B of the Plan, as amended from time to time.

(c) For purposes of adjusting any benefit under subsection 10.1(b), the interest rate assumption will not be greater than the lesser of (i) five percent, or (ii) the interest rate specified in Schedule B of the Plan, as amended from time to time.

(d) Notwithstanding Section 10.1, Maximum Benefit Allowed Under this Plan, if the Participant has never participated in a defined contribution plan maintained by Dartmouth, his annual retirement benefit may be any amount up to the lesser of (i) $10,000, or (ii) $83.33 for each month of service with Dartmouth.

10.3 No Reduction in Accrued Benefit. Section 10.1, Maximum Benefit Allowed Under this Plan, will not operate to reduce the accrued benefit of an individual who was a Participant as of December 31, 1986, below his accrued benefit as of such date.
10.4 Restrictions on Distributions to Certain Participants.

(a) The amount of benefits payable to any Participant to whom this section applies during any Plan Year will not exceed an amount equal to the payments he would receive under the single life annuity fund under subsection 6.1(a). The restrictions in this subsection will not apply, however, if (i) after any such payment, the value of the Plan's assets exceeds 110 percent of the value of the Plan's current liabilities (as defined in Code Section 412(i)(7), or (ii) the value of the Participant's benefit is less than one percent of the value of all current liabilities of the Plan.

(b) This Section will not restrict the making of a lump sum payment of a Participant's benefit where provided by the Plan provided that, to the extent that the amount of such lump sum exceeds the amount of payments that may be made under this section to such Participant for the Plan Year, the Participant agrees to repay to the trust fund the amount of such excess, plus interest, in the event the Plan thereafter terminates during the period when the restrictions of this section are applicable, and the Participant's obligation to repay such amount is adequately secured.

(c) The restrictions of this section apply to all Participants who are highly compensated Employees (as defined in Code Section 414(q) and regulations thereunder). However, in any Plan Year, the total number of Participants whose benefits are restricted under subsection (a) above is limited to the 25 highly compensated Employees with the greatest compensation in such year.

(d) This Section is included in the Plan to conform to the requirements of regulations under Code Section 401(a)(4) and will restrict benefit payments only as long as and to the extent required under such regulations or any substitute therefor.

(e) The provisions of this Plan determining vested benefits will not apply to benefits which may not be provided under this Section.
ARTICLE 11
AMENDMENT, MERGER AND TERMINATION OF PLAN

11.1 Amendment of Plan. At any time and from time to time, Dartmouth may amend or modify any or all of the provisions of the Plan without the consent of any person, provided that no amendment will reduce a Participant's vested interest in his accrued benefit as of the date such amendment is adopted (or its effective date, if later). An amendment will be made by a vote of Dartmouth's Board of Trustees or the Executive Committee thereof, or by the approval of any other committee or officer to whom the Board of Trustees or the Executive Committee has delegated the power to approve amendments.

11.2 Merger of Plans. A merger or consolidation with, or transfer of assets or liabilities to, any other plan will be permitted only if the benefit each Participant would receive if such plan were terminated immediately after the merger, consolidation or transfer is not less than the benefit he would have received if this Plan had terminated immediately before the merger, consolidation or transfer.

11.3 Termination. Dartmouth expects and intends to continue the Plan and its contributions thereto indefinitely, but it reserves the right to discontinue contributions or terminate this Plan wholly or partially at any time. A termination or partial termination will be effected by a vote of Dartmouth's Board of Trustees or the Executive Committee thereof. Upon termination or partial termination of the Plan, the benefits then accrued of all Employees affected by such termination or partial termination, to the extent then funded, will be nonforfeitable. The Trustee will continue to hold the remaining assets of the trust fund for distribution as directed by the Administrator. The Administrator will determine whether to disburse the trust fund assets as immediate benefit payments, to retain and disburse them in the future, to purchase immediate or deferred annuity contracts, or to follow any other procedure it deems advisable.

11.4 Partial Termination. Upon a partial termination of the Plan with respect to a group of Participants, the Administrator in his discretion may elect to have a share of the trust fund segregated for such group's benefit, such share to be determined by the Administrator under applicable provisions of the Code and ERISA.

11.5 Allocation of Assets. If the Plan is terminated, the Administrator will allocate the Plan assets available to provide benefits in the manner required by subsections 4044(a) and (b) of ERISA.

11.6 Adjustments to Allocations. All allocations under this article are subject to the following adjustments:

(a) such allocations may be modified to the extent necessary to avoid discrimination prohibited by Code Section 401(a)(4), as determined by the Secretary of the Treasury, or to meet the requirements of Code Section 414(1);

(b) such allocations may be reduced to the extent they are recoverable by the Trustee under ERISA; and

(c) such allocations may be modified by any amendment permitted by ERISA.
11.7 Return of Assets to Dartmouth. After all liabilities of the Plan have been satisfied in full, any assets remaining in the trust fund will be returned to Dartmouth.
ARTICLE 12
CONTRIBUTIONS TO TRUST FUND

12.1 Contributions by Dartmouth. Dartmouth intends to contribute to the trust fund from time to time in amounts deemed sufficient under the Plan's funding policy and consistent with the minimum funding standards of ERISA to provide the benefits hereunder; provided, however, that Dartmouth will not be obligated to contribute and reserves the right in its sole discretion to reduce, suspend or discontinue contributions at any time.

12.2 Return of Contribution Made in Error. If a contribution by Dartmouth is made because of a mistake of fact, the amount contributed because of the mistake of fact will be returned to Dartmouth if demand therefore is made in the time allowed by law.

12.3 Contributions Held by Trustee. All contributions will be held and administered by the Trustee in accordance with the terms of the trust agreement in order to accomplish the purposes of the Plan.

12.4 Forfeitures Reduce Contributions. Forfeitures due to termination of service or any other reason will be applied to reduce Dartmouth contributions and not to increase benefits payable hereunder.

12.5 No Participant Contributions. Participants will not be required or permitted to contribute to the trust fund.

Participant contributions were previously required under the Plan. Provisions governing such Participant contributions are in Appendix E.
ARTICLE 13
NAMED FIDUCIARIES

13.1 Identity of Named Fiduciaries and Plan Administrator.

(a) Dartmouth, the Trustee investment committee of Dartmouth's Board of Trustees, the Trustee, any investment managers appointed under the terms of the trust agreement, Dartmouth's Executive Vice President for Finance and Administration, and the Administrator will be the named fiduciaries under the Plan and will control and manage the Plan and its assets to the extent and in the manner indicated in this article. Any responsibility assigned to a named fiduciary will not be deemed to be a duty of a "fiduciary" (as defined in ERISA) solely because of such assignment.

(b) Dartmouth will be the "Plan Administrator" as that term is defined in ERISA, but the Administrator appointed under Section 14.1, Appointment, will carry out the principal responsibilities of administering the day-to-day operation of the Plan will act as the agent of Dartmouth in performing certain reporting and disclosure responsibilities of Dartmouth as Plan Administrator.

13.2 Responsibilities and Authority of Executive Vice President for Finance and Administration. The person serving from time to time as Dartmouth's Executive Vice President for Finance and Administration (or the person or officer discharging the principal duties of the Executive Vice President for Finance and Administration) will have the following responsibilities and authority with respect to the administration of the Plan: to appoint or remove an officer of Dartmouth to serve as Administrator and to monitor his performance.

13.3 Responsibilities and Authority of Administrator. The Administrator will control and manage the operation and administration of the Plan except to the extent that such responsibilities are specifically assigned hereunder to another person. The responsibilities and authority of the Administrator are set forth in detail in various articles of this Plan, primarily in Article 14, The Plan Administrator.

13.4 Intentionally Omitted.

13.5 Responsibilities and Authority of Trustee. The Trustee will hold and administer the assets of the Plan as provided in the trust agreement, except to the extent that such responsibilities are specifically assigned to another fiduciary hereunder or under the trust agreement. The responsibilities and authority of the Trustee are set forth in detail primarily in the trust agreement.

13.6 Intentionally Omitted.

13.7 Responsibilities of Dartmouth. Dartmouth will have the responsibility and authority to amend the Plan, to terminate the Plan entirely or partially, and to merge or consolidate the Plan with, or transfer all or part of the assets or liabilities to, any other plan. Dartmouth will appoint, remove and replace the Trustee and will monitor its performance. Dartmouth may appoint,
remove and replace one or more investment managers, or refrain from such appointments, and will monitor their performances; in order to facilitate the appointment of an investment manager, Dartmouth may direct the Trustee to establish one or more separate investment funds within the trust fund or to consolidate or terminate any such separate investment fund. Dartmouth will also communicate such information to the Administrator, Trustee and investment managers as they may need for the proper performance of their duties, and will perform such additional duties as are imposed by the Plan or by law, or which are necessary or convenient to carry out the Plan.

13.8 Responsibilities Not Shared. Except as otherwise specified herein or required by law, each named fiduciary will have only those responsibilities that are specifically assigned to him or it hereunder, and no named fiduciary will incur liability because of improper performance or nonperformance of responsibilities specifically assigned to another named fiduciary.

13.9 Procedures for Allocation and Delegation of Responsibilities. If more than one person is serving in the same fiduciary capacity hereunder (such as the members of Dartmouth's Board of Trustees or its Executive Committee or investment committee), they may allocate their responsibilities among themselves in any reasonable manner by so specifying in a written instrument. A fiduciary (other than the Trustee or an investment manager) may delegate any of his or its responsibilities to any other person or persons by so specifying in a written instrument. No fiduciary will be liable for the improper discharge or nonperformance of any responsibility so allocated or delegated to another person, except to the extent liability is imposed by law.

13.10 Dual Fiduciary Capacity Permitted. Any person or group of persons may serve in more than one fiduciary capacity.

13.11 Actions by Dartmouth. Wherever the Plan specifies that Dartmouth is required or permitted to take any action, such action will be taken by its Board of Trustees or the Executive Committee thereof, or by one or more Trustees, officers or Employees of Dartmouth duly authorized to do so by the Board of Trustees or the Executive Committee thereof.

13.12 Advice. A named fiduciary may employ or retain such attorneys, accountants, actuaries, investment advisors, consultants, specialists and other persons or firms as he or it deems necessary or desirable to advise or assist in the performance of his or its duties. Unless otherwise provided by law, the fiduciary will be fully protected with respect to any action taken or omitted by him or it in reliance upon advice by any such person or firm rendered within his or its area of expertise.

13.13 Indemnification. To the extent permitted by law and not prohibited by its charter and by-laws, Dartmouth will indemnify and hold harmless every individual serving as a fiduciary (as defined in ERISA, whether a named fiduciary or not, and including for this purpose the members of the retirement committee even though they are not fiduciaries), and the estate of such an individual if he is deceased, from and against all claims, loss, damages, liability, and reasonable costs and expenses, incurred as a result of service as a fiduciary hereunder, unless due to the bad faith or willful misconduct of such individual; provided that counsel fees and amounts paid in settlement must be approved by Dartmouth, and provided further that this Section will apply only to the extent that such claims, loss, damages, liability, costs and expenses are not covered by a fiduciary liability insurance policy maintained by such fiduciary, or by Dartmouth, the
Administrator or the Plan. The preceding sentence will not apply to a corporate Trustee, to an investment manager as defined in ERISA, to a professional or commercial advisor or service provider (or to an Employee of any of the foregoing except an Employee of Dartmouth) unless Dartmouth otherwise agrees in writing.
ARTICLE 14
THE PLAN ADMINISTRATOR

14.1 Appointment. Dartmouth's Executive Vice President for Finance and Administration will appoint an officer or Employee of Dartmouth, who may but need not be a Plan Participant, as Administrator of the Plan. The Executive Vice President for Finance and Administration may remove the Administrator at any time, with or without cause, by filing written notice of his removal with the Trustee. The Administrator may resign at any time by filing his written resignation with the Executive Vice President for Finance and Administration. A vacancy, however arising, will be filled by the Executive Vice President for Finance and Administration.

14.2 Notice to Trustee. Dartmouth will notify the Trustee or other paying agent in writing of the Administrator's appointment, and the Trustee or other paying agent may assume such appointment continues in effect until written notice to the contrary is given by Dartmouth.

14.3 Administration of Plan. The Administrator will have all powers and authority necessary or appropriate to carry out his responsibilities for the operation and administration of the Plan. He will have discretionary authority to interpret and apply all Plan provisions and may correct any defect, supply any omission or reconcile any inconsistency or ambiguity in such manner as he deems advisable. He will have discretionary authority to make all final determinations concerning eligibility, benefits and rights hereunder, and all other matters concerning Plan administration and interpretation. All determinations and actions of the Administrator will be conclusive and binding upon all persons, except as otherwise provided herein or by law, and except that the Administrator may revoke or modify a determination or action previously made in error. Any action or determination by the Administrator (or any other fiduciary) will be subject to review and reversal (by a court or otherwise) only if found to be arbitrary and capricious.

The Administrator may adopt and amend such rules for the conduct of his business and the administration of the Plan as he deems advisable.

14.4 Reporting and Disclosure. The Administrator, acting as agent for Dartmouth in its capacity as ERISA Plan Administrator, will prepare, file, submit, distribute or make available any Plan descriptions, reports, statements, forms or other information to any government agency, Employee, former Employee, or Beneficiary as may be required by law or by the Plan.

14.5 Records. The Administrator will record his proceedings, acts and decisions, and will keep all data, records, books of account and instruments pertaining to Plan Administrator, which will be subject to inspection or audit by Dartmouth at any time. Dartmouth will supply all information required by the Administrator to administer the Plan, and the Administrator may rely upon the accuracy of such information.

14.6 Compensation and Expenses. The Administrator will serve without compensation for services as such. All reasonable expenses of administering the Plan will be paid out of the trust fund unless paid by Dartmouth at its option. Such expenses include the compensation of all persons employed or retained by the Administrator or other fiduciaries, premiums for bonds and
insurance protecting the Plan or trust fund and required by law or deemed advisable by the Administrator, and all other costs of Plan administration.

14.7 Claims Review Procedure. Any request for benefits (the “claim”) by a Participant or his surviving spouse, contingent annuitant or Beneficiary (the “claimant”) will be filed in writing with the Administrator. Claims, appeals of denied claims and determinations of appealed claims will be processed and decided in accordance with the Dartmouth College Employee Benefit Plan Claims and Appeals Procedures.

14.8 Intentionally Omitted.
ARTICLE 15
MISCELLANEOUS

15.1 Benefits Not Guaranteed. Dartmouth, the Trustee, the Administrator and the other fiduciaries of the Plan do not guarantee the payments of benefits hereunder. Benefits will be paid only to the extent that the assets of the Plan are sufficient therefore, and it is a condition of participation in the Plan that each Participant and each other person claiming benefits hereunder will look solely to such assets for payment of any benefit due him hereunder.

15.2 Limitation on Rights Created by Plan. Nothing appearing in the Plan will be construed (a) to give any person any benefit, right or interest except as expressly provided herein, or (b) to create a contract of employment or to give any Employee the right to continue as an Employee or to affect or modify his term of employment in any way.

15.3 Payment to Minors and Incompetents. If the Administrator deems any person incapable of giving a binding receipt for benefit payments because of his minority, illness, infirmity or other incapacity, he may direct payment directly for the benefit of such person, or to any person selected by the Administrator to disburse it. Such payment, to the extent thereof, will discharge all liability for such payment under the Plan.

15.4 Impossible or Difficult Performance. If performance of any act required hereunder is impossible or difficult, the Administrator in his discretion may perform or direct the performance of any other act which he deems will carry out the Plan's purposes. Such performance will discharge all liability with respect thereto.

15.5 Commencement of Benefits. Subject to the power of the Administrator to delay the commencement of benefits under Section 6.4, Date Payments Are Scheduled to Begin, unless a Participant elects otherwise, his benefit payments under the Plan will begin within 60 days after the close of the Plan Year in which the latest of the following dates occurs: (a) the date he terminates employment with Dartmouth; (b) his 65th birthday; and (c) the tenth anniversary of the date he began participation in the Plan. However, the provisions of subsection 5.4(c) (requiring payments after a Participant reaches age 70 1/2 for certain Employees) govern over the provisions of this section.

15.6 Information and Misrepresentations.

(a) Each Employee and surviving spouse, contingent annuitant or Beneficiary will execute such instruments and produce such evidence of his age, health, disability, marital status or other information as the Administrator may reasonably require and he will answer truthfully and completely, without mental reservation or concealment, any question or request for information relating to his benefits hereunder. The Administrator may rely upon the answers and information so provided.

(b) If an Employee or surviving spouse, joint annuitant or Beneficiary misrepresents or misstates his age, marital status, medical condition, or any other fact relating to his benefits hereunder to the Administrator, Dartmouth or the Trustee, or if any information relating to his benefits requires subsequent correction, any benefit payable hereunder will be the amount payable if no facts had been misrepresented, misstated or required correction; and the
Administrator may take such steps to recover any prior overpayments made because of such misrepresentation, misstatement or incorrect information as Administrator deems proper, including reduction of the future benefit payments.

15.7 Nonalienation of Benefits.

(a) Except as specifically provided in ERISA Section 206 or as otherwise specifically required by law, no benefit, right or interest hereunder of any person will be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, or to seizure, attachment or other legal, equitable or other process or order, or be liable for, or subject to, the debts, liabilities or other obligations of such person.

(b) Notwithstanding subsection (a) above, the Administrator will carry out the applicable requirements of any qualified domestic relations order received from a court. Furthermore, to the extent required by such an order, the Participant's former spouse will be treated as the Participant's spouse for purpose of the spousal benefit and spousal consent provisions of the Plan. The Administrator will establish procedures for notifying the affected Participant of any domestic relations order received by the Plan and for determining whether any such order is a qualified domestic relations order.

15.8 Current Address of Payee; Unclaimed Payments. Any person entitled to benefits is responsible for keeping the Administrator informed of his current address at all times. The Administrator, Trustee and Dartmouth have no obligation to locate such person, and will be fully protected if all payments and communications are mailed to his last known address, or are withheld pending receipt of proof of his current address and proof that he is alive.

If a communication from the Plan has been mailed to the Participant's or Beneficiary's last known address and is returned with no forwarding address or if the check for a Plan distribution is not cashed, and if the Participant (or his Beneficiary) makes no claim for such benefit, the Participant's benefit will be forfeited immediately before the date that it would otherwise escheat under the applicable escheat or abandoned property law. Any such forfeited amount will be applied according to Article 12, Contributions to Trust Fund. If the Participant (or his Beneficiary) subsequently makes a claim for such benefit, the amount that was forfeited will be restored (without interest) and such amount will be distributed to the Participant (or Beneficiary).

15.9 Dispute Over Entitlement to Benefits. If two or more persons claim entitlement to payment of the same benefit hereunder, or if a dispute arises concerning the marital status of any person, the Administrator in his discretion may withhold payment of any benefit affected by the dispute until the dispute has been determined by a court of competent jurisdiction or has been settled by the persons concerned.

15.10 Top Heavy Plan Provisions.

(a) Applicability of Section. This section is included in the Plan to meet the requirements of Code Section 416, and the provisions of this section will be operative only if, when and to the extent that Code Section 416 applies to the Plan. At such time as the requirements of Code Section 416 apply to the Plan because the Plan is top heavy as defined in
subsection (b)(i) below, the provisions of this section will apply and will govern over any contrary provisions of the Plan.

(b) Definitions.

(i) The Plan will be top heavy for a Plan Year if, as of the determination date, the aggregate present value of cumulative accrued benefits of Participants who are key Employees exceeds 60 percent of such amount determined for all Participants in this Plan.

Notwithstanding the preceding paragraph, if the Plan is included within a required or permissive aggregation group, the Plan will be top heavy for a Plan Year if, as of the determination date, the sum of (A) the aggregate present value of cumulative accrued benefits of Participants who are key Employees (including all defined benefit plans within such group), and (B) the aggregate amount in the accounts of Participants who are key Employees (including all defined contribution plans within such group), exceeds 60 percent of such amount determined for all Participants in at such plans.

In determining the amounts in Participants' accounts and present values of accrued benefits under the preceding two paragraphs, (W) distributions made during the year ending on the determination date (five years in the case of distributions made for a reason other than severance from employment, death or disability) will be taken into account, (X) rollover contributions after December 31, 1983, will be taken into account only to the extent provided in regulations under Code Section 416(g)(4)(A), (Y) account balances and accrued benefit values of a person who was but no longer is a key Employee will be disregarded, and (Z) account balances and accrued benefit values of a person who has not received compensation from Dartmouth at any time during the one-year period ending on the determination date will not be taken into account.

(ii) The determination date for purposes of determining whether the Plan is top heavy under subsection (i) for a particular Plan Year is the last day of the preceding Plan Year (or, in the case of the first Plan Year of a Plan, the last day of such year).

The present value of accrued benefits and the amounts in the accounts of Participants will be determined as of the most recent valuation date of the pertinent Plan which is within a twelve-month period ending on the determination date; in the case of a defined benefit Plan, the valuation date is the date used for calculating Plan assets and liabilities for minimum funding purposes.
(iii) A key Employee is any Participant or Former Participant in the Plan (including a Beneficiary of such a person) who at any time during the Plan Year was:

(A) an officer of Dartmouth having annual compensation greater than $130,000 for such year (but no more than 50 Employees will be taken into account under this subsection (A) as key Employees);

(B) a person owning (or considered as owning within the meaning of Code Section 318) more than five percent of the interests in Dartmouth; or

(C) a person who has annual compensation from Dartmouth of more than $150,000 (or as indexed) and who would be described in subsection (C) above if one percent were substituted for five percent.

For purposes of applying Code Section 318 to the provisions of this subsection (iii), subparagraph (C) of Code Section 318(a)(2) will be applied by substituting "five percent" for "50 percent." In addition, the rules of Code Section 414(b), (c) and (m) will not apply for purposes of determining ownership under subsections (B) and (C) above.

(iv) A non-key Employee is any Participant or Former Participant in the Plan (including a Beneficiary of such a person) who is not a key Employee under subsection (iii) above.

(v) A required aggregation group includes all qualified Plans of Dartmouth (whether or not terminated) in which a key Employee participates and each other qualified Plan of Dartmouth that enables any of such Plans to meet the requirements of Section 401(a)(4) or Section 410 of the Code. A permissive aggregation group includes (in addition to Plans in a required aggregation group) any Plan which Dartmouth designates for inclusion provided that inclusion of such Plan does not cause the group to fail the requirements of Section 401(a)(4) and Section 410 of the Code.

(c) Minimum Accrued Benefit. For any Plan Year for which the Plan is top-heavy, each Participant who is a non-key Employee will accrue a minimum benefit. The minimum accrued benefit will be equal to two percent of the Participant's average annual compensation (determined over the five consecutive years when his compensation was the highest) multiplied by his number of years of service, but not more than 20 percent of such average annual compensation. In calculating the minimum accrued benefit of a non-key Employee, a year of service when the Plan was not top-heavy or a year of service before 1984 will not be taken into account. The minimum accrued benefit described in this subsection is an annual pension beginning at age 65 payable for the lifetime of the non-key Employee.
15.11 Statutory References. A reference to any statute includes reference to any similar provision of any successor statute.

15.12 Rules of Construction.

(a) A word or phrase defined or explained in any article has the same meaning throughout the Plan unless the context indicates otherwise.

(b) Where the context so requires, the masculine includes the feminine, the singular includes the plural, and the plural includes the singular.

(c) Unless the context indicates otherwise, the words "herein," "hereof," "hereunder," and words of similar import refer to the Plan as a whole and not only to the section in which they appear.

15.13 Text Controls. Headings and titles are for convenience only, and the text will control in all matters.

15.14 Applicable State Law. To the extent that state law applies, the provisions of the Plan will be construed, enforced and administered according to the laws of the state of New Hampshire.

15.15 Correction of Mistakes in Plan Operation. If as a result of a mistake in Plan operation or administration (including by way of illustration and not by way of limitation, the omission of an Employee who should have become a Participant, the crediting of the wrong amount of service, the incorrect calculation of the amount of a Participant's accrued benefit, and similar mistakes), the Administrator may take such steps as it deems are necessary or proper to correct the mistake (i.e., to put the affected Participant(s) in the same position he would have been in if the mistake had never occurred). In so doing, the Administrator may apply a correction methodology promulgated in any program of IRS, such as the Employee Plans Compliance Resolution System (EPCRS), or any successor or replacing program or other similar program. Notwithstanding the foregoing, the Administrator will not be required to correct a mistake that results in an overpayment to a Participant if the Administrator determines that the cost of pursuing repayment of such overpayment would outweigh the benefit to the Plan likely to be obtained thereby.

15.16 Paperless Plan Administration. The Administrator may establish procedures (or may contract with a recordkeeper, third party administrator or other vendor for recordkeeping, Plan administration and/or related services and agree to utilize such party's procedures) whereby an automated, electronic (including Internet) or voice recognized authorization, election or direction by a Participant may be used under the Plan in lieu of filing a written form, election or application as specified in any provision of the Plan. In such event, any reference in a provision of the Plan to a written form, election or application will be deemed to include such automated, electronic (including internet) or voice recognized form, election or authorization.
Executed on this 31st day of January, 2012

DARTMOUTH COLLEGE

By: [Signature]

Name: Lynn Baker

Title: Executive Director

Date: 1/26/12
SCHEDULE A
Plan Amendments

A.1 The Retirement Plan for Staff and Service Employees of Dartmouth College (the "Plan") was established effective as of June 1, 1949. The terms of the Plan contained in Group Annuity Contract No. AC 878 issued to the Trustees of Dartmouth College by the Equitable Life Assurance Society of the United States. The provisions of such contract were amended from time to time thereafter, including amendment and restatement in their entirety effective June 30, 1973.

A.2 Said contract was superseded insofar as it contained the terms of the Plan effective July 1, 1976. The terms of the Plan were stated in the 1976 Retirement Plan for Staff and Service Employees of Dartmouth College.

A.3 The Plan was amended by Amendment Number One containing provisions effective as of January 1, 1976, January 1, 1977, January 1, 1978, and January 1, 1979.

A.4 The Plan was amended by Amendment Number Two effective January 1, 1981.

A.5 The Plan was amended and restated in its entirety to comply with the Tax Equity and Fiscal Responsibility Act of 1982, the Tax Reform Act of 1984 and the Retirement Equity Act of 1984. Such restatement was effective generally as of January 1, 1985; the limitations on benefits contained in sections 10.1, 10.2 and 10.3 were effective as of January 1, 1983; the top heavy Plan provisions contained in section 15.11 were effective as of January 1, 1984.

A.6 The Plan was amended by the First Amendment effective as of January 1, 1986 to make minor wording or technical changes.

A.7 The Plan was amended by the Second Amendment, with effective dates of January 1, 1987, 1988, 1989 and 1991, to comply with the requirements of the Tax Reform Act of 1986 and subsequent legislation.

Note: The increase in accrued benefits provided by the Second Amendment's changes to Plan subsection 5.1(b)(i) will not apply to any Participant whose employment with Dartmouth terminated before January 1, 1989. These Participants are covered by the benefit formula(s) in effect prior to January 1, 1989, as provided in Schedule C.

A.8 The Plan was amended by the Third Amendment effective as of January 1, 1992 to provide enhanced benefits under an Early Retirement Incentive Program.

A.9 The Plan was amended by the Fourth Amendment to the Restated Plan effective as of January 1, 1993 (direct rollover provisions) and January 1, 1994 (new Plan compensation limit in accordance with the Revenue Reconciliation Act of 1993 and provisions governing benefits for domestic partners).

A.10 The Plan was amended and restated effective January 1, 1998 to incorporate certain elective Plan changes by the College and to incorporate certain statutory changes as a result of
recent legislative changes, including, but not limited to, the Small Business Jobs Protection Act of 1996 and the Taxpayer Relief Act of 1997.

A.11. The Plan was amended, effective as of January 1, 1998 (with respect to Participants who are members of Local 560, Service Employees' International Union) and as of July 1, 2001 (with respect to other Participants), by the Second Amendment to the January 1, 1998 Amended and Restated Plan (special election for Participants whose positions are reclassified or who transferred from non-exempt or service to exempt or faculty).

A.12. The Plan was amended by the Third Amendment to the 1998 Restatement to make certain changes reflecting tax law changes, including the Economic Growth and Tax Relief Reconciliation Act of 2001 and IRS rulings. Such amendments are effective generally January 1, 2002, with other effective dates as specified in such amendment.

A.13. The Plan was amended by the Fourth Amendment to the Amended and Restated Plan Effective January 1, 1998 to make certain changes reflecting tax law changes, to provide for a one-time election to transfer from this Plan to the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff, to revise the benefit accrual formula, and to make certain other changes, effective generally as of January 1, 2006, with other effective dates as specified therein.

A.14. The Plan was amended by the Fifth Amendment to the Amended and Restated Plan Effective January 1, 1998 to make certain changes to the definition of “applicable compensation” under the Plan with respect to Participants who are members of the Service Employees International Union (SEIU) covered by the Collective Bargaining Agreement between the College and SEIU.

A.15. The Plan was amended by the Sixth Amendment to the Amended and Restated Plan Effective January 1, 1998 to make certain changes reflecting tax law changes, to make changes reflecting the limitations under Section 415 of the Code, to permit the direct rollover (1) of non-spousal distributions, (2) to a Roth IRA and (3) of after-tax amounts to qualified plans, to extend the Plan’s maximum notice period requirements, to include provisions regarding the HEART Act, and to make changes in the applicable interest rate and applicable mortality assumption, with effective dates as specified therein.
SCHEDULE B
Actuarial Assumptions

B.1 Except as otherwise provided hereafter in this Schedule B, determinations of actuarial equivalence, actuarial value, actuarial reductions and the like will be made using the following assumptions:

(a) Mortality - 1983 Group Annuity Mortality Table (female table - regardless of the Participant's gender) for all Plan Participants, and 1983 Group Annuity Mortality Table (male table - regardless of the Beneficiary's gender) for all beneficiaries (including contingent annuitants).

(b) Interest - seven percent per annum, compounded annually.

B.2 Effective January 1, 1998, for purposes of lump sum benefits under the Plan (subsection 6.3(c), Section 6.5, Monthly Payments: Small Benefits, subsection 8.2(c), Section 8.5, One Time Lump Sum Mandatory Cash Outs, or subsection 9.2(b)), the following assumptions shall be used:

(a) the yield on 30-year Treasury securities for the month of November preceding the Plan Year in which the distribution is made, to the extent consistent with treasury regulations; and

(b) the mortality table prescribed by the Secretary of the Treasury, utilizing the prevailing Commissioners' standard table for determining reserves for group annuity contracts issued on the date that the present value is determined, or such other table, as prescribed by regulations; however, effective for distributions with annuity starting dates (as defined in Code Section 417(f)(2)) on or after December 31, 2002, the mortality table set forth in IRS Revenue Ruling 2001-62.

B.3 Effective for adjusting the Code Section 415(b) maximum benefit limit for lump sum benefits under the Plan (subsection 6.3(c), Section 6.5, Monthly Payments: Small Benefits, subsection 8.2(c), Section 8.5, One Time Lump Sum Mandatory Cash Outs, or subsection 9.2(b), made after December 31, 2004 and prior to January 1, 2006, (i) the interest rate and mortality table specified in B.2 above or (ii) a 5.5% interest rate assumption and mortality table specified in B.2 above shall be used, whichever produces the greater annual amount.

B.4 For purposes of determining present value prior to January 1, 1998, under Section 6.5, Monthly Payments: Small Benefits, Section 8.5, One Time Lump Sum Mandatory Cash Outs, or subsection 9.2(b), the following assumptions will be used:

(a) Mortality - 1983 Group Annuity Mortality Table (female table - regardless of the Participant's gender) for all Participants.

(b) Interest - the Pension Benefit Guaranty Corporation immediate and deferred interest rate structure used for Plan termination calculations, as in effect on the first day of the Plan Year in which the lump sum calculation is made.
B.5 If the Plan is terminated, the actuarial assumptions or methods used to make necessary actuarial calculations may be those determined by Dartmouth or agreed upon by Dartmouth and the Pension Benefit Guaranty Corporation.

B.6 For purposes of determining present value on or after January 1, 2008, under Section 6.5, Monthly Payments: Small Benefits, Section 8.5, One Time Lump Sum Mandatory Cash Outs, or subsection 9.2(b), the following assumptions will be used:

(a) Mortality – Effective January 1, 2008, the “applicable mortality table” with respect to determinations under Code Section 415 means the applicable mortality table within the meaning of Code Section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67.

(b) Interest - seven percent per annum, compounded annually.
SCHEDULE C
Prior Benefit Formulas

C.1 Benefit Formula in Effect from January 1, 1981 to December 31, 1988. A Participant's benefit amount under the benefit formula was an annual benefit equal to (a) plus (b):

(a) Benefit for Service Before 1980. The benefit for service before 1980 is the greater of (i) or (ii) below:

(i) The amount of the Participant's accrued benefit as of December 31, 1979, determined under the terms of the Plan as in effect on such date.

(ii) 1.2 percent of the Participant's average applicable compensation multiplied by his number of completed years of participation in the Plan. For purposes of this subsection (ii), average applicable compensation means the annual average of his applicable compensation during the three calendar years preceding the year 1980 or the year in which his normal retirement date fell if before 1980 (or the average of his applicable compensation during all of his employment with Dartmouth before such year if less than three years), and complete years of participation means the number of full years he was a Participant in the Plan ending on December 31, 1979 (or on his normal retirement date if earlier), with any additional months of participation left over counted as 1/12 of a year of participation.

(b) Benefit for Service in 1980 and Subsequent Years. The benefit for each calendar year starting with 1980 in an amount equal to 1.5 percent of the Participant's applicable compensation during such year; for this purpose, any applicable compensation before he became a Participant in the Plan or after he ceased to be a Participant (or reached his normal retirement date, if earlier) will be disregarded.

NOTE: The words "(or reached his normal retirement date if earlier)" were deleted by the Second Amendment effective 1/1/88.

(c) Applicable Compensation Defined. A Participant's applicable compensation for any calendar year or other period of reference means his total compensation received in such year or other period, including any payments for unused vacation or sickness days, plus his salary reduction contributions (if any) for supplemental retirement annuities under Code Section 403(b) and any salary reduction contributions under Code Section 125 he makes under any Employee benefit program maintained by Dartmouth. Except as specified in the preceding sentence, compensation does not include payments to or benefits received under this or any other public or private Employee benefit Plan; specifically, applicable compensation does not include severance pay.
C.2 Benefit Formula in Effect from July 1, 1976 to December 31, 1980. The formula Retirement Benefit was a monthly Retirement Benefit payable as a single life annuity commencing on the Participant's normal or late retirement date and ceasing with the last payment due before the Participant's death. The monthly amount of the formula Retirement Benefit was equal to 1/12th of

(a) Any retirement benefit, as defined in accordance with the provisions of the Prior Plan, which the Participant had accrued to July 1, 1976, plus

(b) One half of the sum of 1.5% of twice the Compensation received by the Participant during Plan Year 1976 while a Participant which was not in excess of $15,300 plus an additional 2.4 % of twice such Compensation which was in excess of $15,300, plus

(c) 1.5 % of the Compensation received by the Participant in each Plan Year while a Participant prior to his normal retirement date which was not in excess of the maximum annual wages subject to tax under the Federal Insurance Contributions Act as of the beginning of such Plan Year, plus an additional 2.4% of the Participant's Compensation which was in excess of the maximum annual wages subject to tax under the Federal Insurance Contributions Act as of the beginning of such Plan Year, but not less than

(d) The amount the Participant could have received under Section 7.9 (of the Plan as in effect between July 1, 1976 and December 31, 1980) if he had retired hereunder on an early retirement date.

C.3 Benefit Formula in Effect on June 30, 1976. The retirement benefit as defined in accordance with the provisions of the Prior Plan was equal to 1/12 the sum of (a) plus the greater of (b) and (c)

(a) Future service benefit - 1.5% of the Compensation received by him in each Plan Year, as defined in the Prior Plan (or part thereof) while a member of the Prior Plan after July 1, 1973 and prior to July 1, 1976 which was not in excess of the maximum annual wages subject to tax under the Federal Insurance Contributions Act as of the beginning of such Plan Year; plus an additional 2.4% of his Compensation in excess of the maximum annual wages subject to tax under the Federal Insurance Contributions Act as of the beginning of such Plan Year.

(b) Past service benefit — If he became a member of the Prior Plan as of July 1, 1973, an amount equal to the product of:

(i) 1.0 % of the first $5,800 plus 1.5 % of any excess over $5,800 of his Compensation for the 12 months ended June 30, 1973, except that such Compensation could not exceed the highest average of his annual Compensation (for a period of three consecutive years prior to his normal retirement date), and
(ii) the number of years (with proportionate allowance for completed months) of his continuous service, as defined in the Prior Plan, before July 1, 1973 and after the date on which he first met all of the eligibility requirements of Section 4.3 of the Prior Plan and attained his 30th birthday.

(c) Minimum past service benefit — If he became a member of the Prior Plan as of July 1, 1973 and had not then attained his normal retirement date, an amount equal to benefits accrued to June 30, 1973 under the Prior Plan in effect prior to July 1, 1973. If he became a member of the Prior Plan as of July 1, 1973 and had then attained his normal retirement date, an amount equal to the benefits to which he would be entitled if he retired on July 1, 1973 under the Prior Plan in effect prior to July 1, 1973.

(d) The "Prior Plan" referred to in this section is the Plan in effect before July 1, 1976, as embodied in Group Annuity Contract No. AC 878 issued by the Equitable Life Assurance Society of the United States to the Trustees of Dartmouth College, as amended from time to time.
SCHEDULE D
Benefit Increases for Certain Retirees and Others

D.1 January 1, 1981. Effective as of January 1, 1981, the monthly pension benefit payable to each of the following will be increased:

(a) each Participant who retired on an early, normal or late retirement date, or who terminated employment before retirement because of disability, on or before December 31, 1979, and whose retirement benefit is in pay status on such date;

(b) each surviving spouse or joint annuitant of a Participant listed in subsection (a);

(c) each surviving spouse of a Participant who died during employment on or before December 31, 1979, and who was receiving surviving spouse benefit payments on such date;

(d) each Participant who retired on an early retirement date on or before December 31, 1979, and who deferred the commencement of his retirement benefit payments until after such date; and

(e) each Participant who was an active Employee on December 31, 1979, but whose normal retirement date was on or before such date.

The amount of the increase will be one percent per year for each year of the Participant's credited service as indicated in the records of the Administrator.

D.2 January 1, 1989 Increase. Effective as of January 1, 1989, the monthly pension benefit payable to each of the following will be increased:

(a) each Participant who retired on an early, normal or late retirement date, or who terminated employment before retirement because of disability under subsection 7.2(a) or (b), before January 1, 1989, and whose retirement or disability benefit is in pay status on such date:

(b) each surviving spouse or joint annuitant of a Participant listed in subsection (a) who is receiving benefit payments on January 1, 1989;

(c) each surviving spouse of a Participant who died during employment before January 1, 1989, and who was receiving surviving spouse benefit payments on such date;

(d) each Participant who retired on an early retirement date before January 1, 1989, and who deferred the commencement of his retirement benefit payments until after such date; and

(e) each Participant who was a Plan Participant before January 1, 1989 and who was an active Dartmouth Employee on January 1, 1989 but no longer an eligible Employee under this Plan due to a change in his employment classification.
The amount of the increase will be 25 percent of the Participant's or surviving spouse's monthly benefit payment, or of the Participant's accrued benefit as of his date of early retirement or change of employment classification, as the case may be, as indicated in the records of the Administrator.

D.3 January 1, 1998 Increase. Effective August 1, 1998, the monthly pension benefit payable to each of the following will be increased:

(a) each Participant whose retirement or disability benefit was in pay status before January 1, 1998 and who retired on an early, normal or late retirement date, or who terminated with a vested interest in his accrued benefit, or who terminated employment before retirement because of disability under subsections 7(a) and (b);

(b) each surviving spouse or joint annuitant of a Participant listed in subsection (a) who was receiving benefit payments as of January 1, 1998; and

(c) each surviving spouse of a Participant who died during employment before January 1, 1998, and who was receiving surviving spouse payments on such date.

The increase will amount to 3.25% for each year and partial year the Participant has been retired since January 1, 1989 as indicated in the records of the Administrator.

D.4 January 1, 2000 Increase.

A one-time accrued benefit update for eligible Plan Participants as follows:

a) For Participants active in the Plan as of January 1, 2000 and still active in the Plan on July 1, 2000; their accrued benefit as of January 1, 2000 will be equal to the greater of the Participant's accrued benefit under the terms of the Plan as in effect on such date and 1.5% of three-year average pay multiplied by past service (as of January 1, 2000 with a maximum of 30 years). Participants with twenty to twenty five years of service will receive a minimum 5% increase in the January 1, 2000 accrued benefit and those participants with greater than 25 years of service will receive a minimum 10% increase in the January 1, 2000 accrued benefit.

b) For Participants who made the irrevocable affirmative election to participate in the 401(a) Defined Contribution Plan for Dartmouth College Faculty and Staff effective January 1, 1998 and are still active employees as of July 1, 2000; their accrued benefit as of January 1, 1998 will be equal to the greater of the Participant's accrued benefit under the terms of the Plan as in effect on such date and 1.5% of three-year average pay multiplied by past service (as of January 1, 1998 with a maximum of 30 years).

c) For retired Participants who retire from the Plan and have annuity starting dates on and after January 1, 1998 and continue to receive a benefit under the Plan as of July 1, 2000; their accrued benefit as of the earlier of their annuity starting date or January 1, 2000 will be equal to the greater of the Participant's accrued benefit under the terms of the Plan as in effect on the earlier of their annuity starting date or January 1, 2000 and 1.5% of three-year average pay
multiplied by past service (as of the earlier of their annuity starting date or January 1, 2000 with a maximum of 30 years).

D.5 Other issues relating to calculating this one-time accrued benefit update:

a) Plan service is based on elapsed time (years and completed months) to a maximum of 30 years.

b) Compensation shall be calculated using the three (3) most recent calendar years of earnings.

c) If applicable, early retirement reduction factor(s) shall also apply, in accordance with Section 5.3, Early Retirement.
APPENDIX E
Accumulated Participant Contributions

E.1 The provisions of this Appendix govern accumulated Participant contributions (as defined below) for those persons who were Participants in the Plan at a time when Participant contributions were required.

E.2 Accumulated Contributions Defined. For purposes of this appendix, accumulated contributions means the total of the Participant's Employee contributions under the Plan before June 30, 1957, plus interest on such contributions from the date of the contribution at the rate of two percent to June 30, 1973, five percent (or such other rate as the Administrator may specify from time to time, but not less than two percent) from July 1, 1973, to December 31, 1987, and the rates specified in Code Section 411(c)(2)(C)(iii)(1) and (11) from January 1, 1988, with interest ceasing on the first day of the month in which the Participant dies or elects to withdraw his accumulated contributions. Interest at such rates will be compounded annually.

E.3 Full Vesting of Participant Accumulated Contributions. A Participant or Former Participant will always have a fully vested and nonforfeitable interest in the portion of his accrued benefit attributable to his accumulated contributions.

E.4 Return of Participant Contributions.

(a) Return of Accumulated Contributions. In the case of a Participant or Former Participant who made Employee contributions to the Plan before June 30, 1957, if the sum of all benefit payments to the Participant and all benefit payments after the Participant's death to his surviving spouse, contingent annuitant or other Beneficiary do not equal or exceed the Participant's accumulated contributions, the Participant's Beneficiary will receive a payment equal to the excess of the Participant's accumulated contributions over the sum of all such payments hereunder. For the purposes of this section, any amounts applied to the purchase of an annuity contract under Section 6.6, Payments by Trustee or Insurer, will be considered benefits paid to the Participant.

(b) Beneficiary. The Beneficiary to receive the payment under subsection (a) above will be such person or persons (including a trust) as the Participant designates on a form filed with the Administrator. The Participant may revoke or change such a designation at any time by filing a revocation or a new designation with the Administrator. In the discretion of Plan Administrator, any portion of the payment under subsection (a) that is not disposed of by a designation of Beneficiary will be paid to the Participant's spouse, if living at his death, otherwise to the Participant's estate.

E.5 Election to Withdraw Participant Accumulated Contributions. If a Participant with accumulated contributions terminates employment for any reason other than retirement or death, he may elect to withdraw the amount of his accumulated contributions in a single payment. Such an election must be filed with the Administrator before the date such Participant's benefit payments are scheduled to begin under subsection 6.4(a). If the Participant is married, the Participant's spouse must consent to the withdrawal in accordance with the spousal consent...
If a Participant makes an election to withdraw his accumulated contributions, his benefit under the other provisions of the Plan will be reduced by the actuarial value of the amount withdrawn, using the following factors:

An amount equal to ten percent of the amount of accumulated contributions the Participant withdrew (plus interest thereon at the rate of five percent per annum, compounded annually from the date of the withdrawal to the Participant's normal retirement date) will be multiplied by the actuarial factor from the following table for the form of Payment the Participant receives under Article 6, Forms of Payment of Retirement Benefits:

<table>
<thead>
<tr>
<th>Actuarial Adjustment Factor:</th>
<th>100% to</th>
<th>50% to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal form for single Participants</td>
<td>1.0</td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Contingent annuitant form:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In accordance with the following table:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ages of Contingent Annuitant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 or more years older than Participant</td>
<td>.96</td>
<td>.98</td>
</tr>
<tr>
<td>15-19 years older than Participant</td>
<td>.93</td>
<td>.96</td>
</tr>
<tr>
<td>10-14 years older than Participant</td>
<td>.90</td>
<td>.95</td>
</tr>
<tr>
<td>5-9 years older than Participant</td>
<td>.85</td>
<td>.92</td>
</tr>
<tr>
<td>0-4 years older than Participant</td>
<td>.79</td>
<td>.88</td>
</tr>
<tr>
<td>0-4 years younger than Participant</td>
<td>.79</td>
<td>.88</td>
</tr>
<tr>
<td>5-9 years younger than Participant</td>
<td>.73</td>
<td>.84</td>
</tr>
<tr>
<td>10-14 years younger than Participant</td>
<td>.69</td>
<td>.82</td>
</tr>
<tr>
<td>15-19 years younger than Participant</td>
<td>.65</td>
<td>.79</td>
</tr>
<tr>
<td>20 or more years younger than Participant</td>
<td>.63</td>
<td>.78</td>
</tr>
</tbody>
</table>

Years as used above means completed whole years. For other percentages between 50% and 100%, the factor shall be determined by straight line interpolation in the above table to the nearest hundredth.

(c) 10 year certain and continuous form Same as 50% to Contingent Annuitant
(d) Normal form for married Participants .91
SCHEDULE F
Enhanced Retirement Benefit for Certain Employees under the Early Retirement Incentive Program

F.1 Applicability of Schedule F. This Schedule F applies to each Employee who meets all of the following requirements:

(a) He or she is a regular, active Employee who is a Participant in the Plan and who is regularly scheduled to work at least 20 hours a week as of December 31, 1991. Excluded is any person receiving long term disability or worker's compensation benefit payment (even though such persons may be treated as "Employees" for certain purposes under Dartmouth's regular personnel practices.

(b) He or she is at least age 58 as of December 31, 1991 and has ten or more years of Plan service on that date.

(c) Between March 2, 1992 and 4:30 p.m. on May 15, 1992, he or she signs an election form in the form approved by Dartmouth electing to participate in the Early Retirement Incentive Program, and does not revoke such election during the period provided in such election form for revocation.

(d) He or she terminates service as an Employee of Dartmouth between May 15 and June 30, 1992, in accordance with his or her election form.

F.2 Additional Benefits. An Employee who meets all the requirements of Section F.1 above will receive the following retirement benefit in place of the retirement benefit he or she is entitled to receive under the provisions of Article 5, Retirement Benefits, of this Plan:

(a) The accrued monthly normal retirement benefit of such Employee under Section 5.1, Benefit Amounts, will be increased by adding to the amount determined under Section 5.1, Benefit Amounts, as of December 31, 1991 an amount equal to five times the product of two percent and the Employee's applicable compensation for 1991 determined under subsection 5.1(c).

(b) If such an Employee's retirement benefit payments begin before his or her normal retirement date, the amount of each monthly payment will be reduced as provided in subsection 5.3(b)(ii). However, for purposes of applying the early retirement reductions provided for under subsection 5.3(b)(ii), the Employee's retirement benefit payments will be treated as beginning exactly five years later than they actually begin (but not later than the Employee's normal retirement date).

F.3 No Other Modifications; Forms and Time Benefit Payments.

(a) Except as modified by Section F.2 above, the Plan's provisions for the payment of benefits are not modified by this Schedule F.
(b) The methods of benefit payment available and the rules for electing a method of payment under the Early Retirement Incentive Program are the same methods and rules for the payment of retirement benefits under Article 6, Forms of Payment of Retirement Benefits.

If an Employee is married when retirement benefit payments are scheduled to begin, his or her spouse must consent in writing, witnessed by a Plan representative or notary public, to any form of payment other than a joint and surviving spouse annuity. If an Employee described in Section F.1 dies after filing a signed election form electing to retire under the Early Retirement Incentive Program but before benefit payments to him or her are scheduled to begin and is married at the date of his or her death, the Employee's spouse will receive the death benefit payable under Section 8.2, The Plan's Pre-Retirement Death Benefit, (or as otherwise provided in Section 8, if greater), but such death benefit will be based on the deceased Employee's enhanced accrued benefit as calculated in Section F.2 above. For purposes of this paragraph, an Employee's benefit payments are scheduled to begin on the date elected by the Employee in connection with the Early Retirement Incentive Program.

(c) If an Employee's benefit under the provisions of the Plan (not including this Schedule F) as of his or her actual retirement date is larger than such Employee's enhanced accrued benefit under Section F.2 above, the Employee will receive the larger benefit.
SCHEDULE G
Participation in the Plan Prior to January 1, 1998

Prior to January 1, 1998, Article 4, Participation, was as follows:

G-1 Eligible Employee. Each Employee who is classified as an AP II (non-exempt), union, or service Employee with an appointment of 50 percent full-time equivalent or greater under Dartmouth's regular personnel policies is eligible to participate in the Plan. However, any Employee who is a full-time student (at Dartmouth or at another institution) or who is classified as a temporary Employee under Dartmouth's regular personnel policies will not be eligible to participate in the Plan. Also, any Employee whose terms and conditions of employment are governed by a collective bargaining agreement will not be eligible to participate unless such an agreement provides that Employees covered by the agreement are eligible.

G-2 Participation. Each eligible Employee will become a Participant on his first day of employment or, if later, on his 21st birthday (provided he is still an eligible Employee on his 21st birthday).

If an Employee who is not an eligible Employee transfers into an eligible Employee classification, he will become a Participant immediately if he is already age 21.

G-3 Termination of Participation. An Employee's participation in the Plan will end when he is no longer an Employee in the eligible class, whether due to death, retirement, change in employment classification, or any other reason.

Subject to the requirements of subsection 5.4(c), if an Employee's participation ends because he transfers to an employment classification (such as faculty or AP I) which is not eligible to participate hereunder, he will not be eligible to receive benefit payments from this Plan while he continues to be an Employee in such classification. His Plan benefits upon his subsequent termination of employment will be determined under the terms of this Plan as in effect on such date.

G-4 Reentry of Former Participant. A Former Participant who returns to service as an eligible Employee or who is reclassified as an eligible Employee will resume participating in the Plan as of the date of his return or reclassification.

G-5 Provisions Regarding Multiple Periods of Participation.

(a) Determination of Accrued Benefit. If a Former Participant resumes employment as an eligible Employee (and therefore resumes participation in the Plan under Section 4.4, Reentry of Former Participant), his accrued benefit on any date after he resumes participation will be determined in accordance with the relevant provisions of the Plan, with recognition in accordance with such provisions of his prior service and compensation (and any other relevant factors derived from such prior service); however, the amount of his accrued benefit will not be less than if he had not resumed participation in the Plan. Appropriate actuarial adjustment will be made to reflect any payments made to him under the Plan in a lump sum or otherwise before his resumption of participation (other than any payments made after his normal retirement date, including payments required under subsection 5.4(c)).
(b) Except as provided in subsection 5.4(c) or in the following paragraph, all benefit payments hereunder to a person resuming participation as described in subsection (a) above will be suspended during the period of his additional participation.

Notwithstanding the preceding paragraph, if a Former Participant resumes employment as an eligible Employee on or after his normal retirement date, benefit payments to him will not be suspended during any calendar month in which he completes fewer than 40 hours of service.

A Former Participant whose benefits are suspended under this subsection after his normal retirement date will be given a notification of the suspension in accordance with Department of Labor regulations.
SCHEDULE H

Death Benefits under the Plan Prior to January 1, 1998

This Schedule highlights the death benefits under the Plan for any Participant or Former Participant whose death occurs prior to January 1, 1998.

H.1 Qualifying Spouse's Benefit.

(a) Requirements. The qualifying spouse's benefit will be payable to the surviving spouse of a deceased Participant or Former Participant if (i) he had completed at least eight (8) years of Plan service and was age 30 or older at his death, and (ii) at his death one of the following conditions is satisfied:

(i) he was actively employed by Dartmouth, including in his active employment for this purpose a period of covered disability described in Section 7.1, Benefits Continue Accruing During Period of Covered Disability;

(ii) he had retired on an early retirement date and had not yet reached the date his benefit payments were scheduled to begin under subsection 6.4(a);

(iii) he was receiving the Plan's Social Security Act disability benefit under subsection 7.2(a) (or would have been receiving such benefit except that he died during the six month waiting period);

(iv) he had terminated employment because of an other disability described in subsection 7.2(b) (regardless of whether he was receiving benefit payments under such section or not at his death).

(b) Amount. The qualifying spouse's benefit is a monthly pension payable to the surviving spouse with each monthly payment equal to one-twelfth of the Participant's accrued benefit as of his date of death or as of his first day of absence from work because of disability under subsection 7.2(a) or 7.2(b) if he died after becoming disabled; such amount will be reduced under the following table to reflect the age difference between the Participant and his spouse but will not be reduced for conversion to a joint and surviving spouse annuity form of payment or for commencement of payments before the Participant's normal retirement date.

<table>
<thead>
<tr>
<th>Number of Years that Surviving Spouse was Younger than Participant at Participant's Death</th>
<th>Percentage of Participant's Accrued Benefit that Surviving Spouse Will Receive</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or less</td>
<td>40.0%</td>
</tr>
<tr>
<td>more than 10 but less than 11</td>
<td>38.5%</td>
</tr>
<tr>
<td>more than 11 but less than 12</td>
<td>37.0%</td>
</tr>
<tr>
<td>more than 12 but less than 13</td>
<td>35.5%</td>
</tr>
<tr>
<td>more than 13 but less than 14</td>
<td>34.0%</td>
</tr>
<tr>
<td>etc. (increasing by intervals of one year)</td>
<td>etc. (decreasing by 1.5% each additional yr)</td>
</tr>
</tbody>
</table>

(c) Payment. The qualifying spouse's benefit is a monthly pension to the Participant's
surviving spouse for the spouse's lifetime. Payments will begin on the first day of the month following the month in which the Participant died and will end with the payment immediately before the death of the spouse.

H.2 ERISA Surviving Spouse's Benefit for Vested Participants.

(a) Requirements. The ERISA surviving spouse's benefit will be payable to the surviving spouse of a deceased Participant or Former Participant (i) if he died before the date when his benefit payments are scheduled to begin under subsection 6.4(a) and (ii) if he had a vested interest in his accrued benefit as of his date of death.

(b) Payment. The ERISA surviving spouse's benefit is a monthly pension for the spouse's lifetime. Benefit payments will begin on the first day of a month after the Participant's death; the date will be elected by the spouse but may not be earlier than the Participant's 55th birthday (had he lived) and not later than the Participant's normal retirement date. However, if the Participant dies after his normal retirement date but before his benefit payments are scheduled to begin (e.g., a Participant who continues working at Dartmouth after his normal retirement date), payments to his surviving spouse will begin on the first day of the month after the month in which the Participant dies. Otherwise, if the spouse does not elect a starting date, payments will begin on the Participant's normal retirement date. Payments will end with the payment immediately before the death of the spouse.

(c) Amount. The amount of each monthly payment to the spouse will be one-half of the amount the Participant or Former Participant would have received on the payment starting date (had he survived to such date) under the joint and 50 percent surviving spouse annuity form of payment (see Section 6.2, Automatic Joint and Surviving Spouse Annuity for Annuity Participant who Does Not Elect Otherwise), based upon his vested accrued benefit as of the earlier of his date of death or his date of retirement or other termination of employment, with actuarial reduction for conversion to such form of payment and, if applicable, for payments starting before the Participant's normal retirement date.

(d) Coordination with Qualifying Spouse's Benefit. If the surviving spouse or a deceased Participant or Former Participant is entitled to receive both the qualifying spouse's benefit under Section 8.2, The Plan's Pre-Retirement Death Benefit, and the ERISA surviving spouse's benefit under this section, the spouse will receive the benefit with the greater actuarial value.
SCHEDULE I
Same-Sex Spouses and Domestic Partners

I-1 Benefits for Same-Sex Spouses and Domestic Partners. Unless otherwise provided for, the following Plan provisions were in effect:

(a) **Application of this Section.** This section defines, and specifies certain rights to death benefits under this Plan of same-sex spouses or domestic partners of Participants. Except as specified in this section, no benefits are payable to a Participant's or Former Participant's same-sex spouse or domestic partner upon the death of the Participant or Former Participant (other than benefits that may be payable to the same-sex spouse or domestic partner as contingent annuitant under subsection 6.3(a) or as Beneficiary under subsection 6.3(b), where applicable).

(b) **Definitions.** For purposes of subsection (c) below,

(i) A same-sex spouse of a Participant or Former Participant is a person of the same gender as the Participant or Former Participant if the Participant or Former Participant and such person are validly and legally married under the laws of the jurisdiction where the marriage took place, and the marriage has not been dissolved.

(ii) A domestic partner of a Participant or Former Participant is a person who has been specified as such in an Affidavit of Domestic Partnership signed by the Participant or Former Participant that has been properly filed in accordance with Dartmouth's personnel policies and procedures that has not been revoked in accordance with such policies and procedures.

(c) **Rights of Domestic Partners.** A domestic partner will be treated the same as a spouse for purposes of Sections 6.2, 6.3, 8.2, 8.3, 8.6, and E.4. provided, however, that no consent by a Participant's or Former Participant's same-sex spouse or domestic partner will be required in order for the Participant or Former Participant to select a form of payment that does not provide for benefit payments after the Participant's or Former Participant's death to such same-sex spouse or domestic partner.

Except for those specific Plan sections where a domestic partner is considered to be a spouse in accordance with this section, he or she is not considered to be a spouse for purposes of this Plan. In particular, under the federal Defense of Marriage Act, for purposes of certain tax qualification requirements of Code Section 401(a) and the requirements of ERISA applicable to the Plan, a same-sex spouse may not be considered a spouse. To protect the Plan's tax qualification and to comply with requirements of ERISA, the following Plan provisions will be applied as if the term spouse does not include a spouse of the same gender as the Participant or Former Participant: Sections 6.3(d)(ii), 6.7(b)(iii), 10.1 and 15.7.
## Application for Determination for Employee Benefit Plan

**(including collectively bargained plans formerly filed on Form 5303)**

**(Under sections 401(a) and 501(a) of the Internal Revenue Code)**

### Review the Procedural Requirements Checklist on page 5 before submitting this application.

<table>
<thead>
<tr>
<th>1a</th>
<th>Name of plan sponsor (employer if single-employer plan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dartmouth College</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1b</th>
<th>Employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-0222111</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1c</th>
<th>Employer's tax year ends--Enter (MM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1d</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 646-3411</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2a</th>
<th>Person to contact if more information is needed. (See instructions.) (If Form 2848, Power of Attorney and Declaration of Representative, or other written designation is attached, check box and do not complete the rest of this line.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newton H. Kershaw, Jr.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2b</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 669-1000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2c</th>
<th>Fax number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 669-8547</td>
<td></td>
</tr>
</tbody>
</table>

### 3a Determination requested for (enter applicable number(s) in the box and fill in requested information). (See instructions.)

<table>
<thead>
<tr>
<th>2</th>
<th>Enter 1 for Initial Qualification--Date plan signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Enter 2 for a request after initial qualification--Is complete plan attached? (See instructions.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date amendment signed</th>
<th>2</th>
<th>January 1, 2012</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Enter 3 for Affiliated Service Group status (section 414(m))--Date effective</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Enter 4 for Leased Employee Status</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Enter 5 for Partial termination--Date effective</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Enter 6 for Termination of collectively bargained multiemployer or multiple-employer plan covered by PBGC insurance--Date of Termination</th>
</tr>
</thead>
</table>

### b Has the plan received a determination letter?

| Yes | X |

<table>
<thead>
<tr>
<th>Date of letter</th>
<th>July 11, 2008</th>
</tr>
</thead>
</table>

If "Yes" submit a copy of the latest letter and subsequent amendments.

| Number of amendments | 2 |

If "No," submit all prior plan(s) and/or adoption agreement(s). (See instructions.)

### c Have interested parties been given the required notification of this application? (See instructions)

| Yes | X |

| No | X |

### d Has the plan have a cash or deferred arrangement (section 401(k))?

| Yes | X |

| No | X |

### e Does the plan have matching contributions (section 401(m))?

| Yes | X |

| No | X |

### f Does the plan have after-tax employee voluntary contributions (section 401(m))?

| Yes | X |

| No | X |

### g Does this plan benefit noncollectively bargained employees or are more than 2% of the employees who are covered under a collective bargaining agreement for professional employees? (See Regulations section 1.410(b)-9.)

| Yes | X |

| No | X |

### h Does the plan provide for disparity in contributions or benefits that is intended to meet the permitted disparity requirements of section 401(l)?

| Yes | X |

| No | X |

### 4a Name of plan (Plan name may not exceed 66 characters, including spaces.):

**Defined Benefit Retirement Plan for Dartmouth College Staff**

<table>
<thead>
<tr>
<th>002</th>
<th>Enter 5-digit plan number</th>
</tr>
</thead>
<tbody>
<tr>
<td>05011949</td>
<td>d Enter plan's original effective date (MMDDYYYY)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1231</th>
<th>Enter date plan year ends (MMDD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/24/12</td>
<td>e Enter number of participants (See instructions.)</td>
</tr>
</tbody>
</table>

Under penalties of perjury, I declare that I have examined this application, including accompanying statements and schedules, and to the best of my knowledge and belief, it is true, correct, and complete.

**Print Name** | Lynn Baker |
|----------------|-----------|

**Title** | Executive Director |

**Signature** | [Signature]

**Date** | 1/24/12

For Paperwork Reduction Act Notice, see separate instructions.

TNA

---

**Form 5300 (Rev. 9-2001)**
5  Indicate type of plan by entering the number from the list below.

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1-profit-sharing and/or 401(k)</td>
<td>4</td>
<td>defined benefit but not cash balance</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>money purchase</td>
<td>5</td>
<td>cash balance</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>target benefit</td>
<td>6</td>
<td>leveraged ESOP</td>
<td>9</td>
</tr>
</tbody>
</table>

6a  Is the employer a member of an affiliated service group?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

b  Is the employer a member of a controlled group of corporations or a group of trades or businesses under common control?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

If a and/or b above is "Yes," complete required statement (see instructions).

7a  Is this a governmental plan?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

If "Yes," is the plan a state level plan?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

c  Is this a collectively bargained plan? (See Regulations section 1.410(b)-9.)

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

d  Is this a section 412(i) plan?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

e  Is this a multiple-employer plan? Enter number of participating employers 

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>
f  Is this a multiemployer plan as described in section 414(f)?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

8a  Do you maintain any other qualified plan(s) under section 401(a)?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

If "Yes," attach required statement (see instructions).

If "No," skip to line 6d.

b  Do you maintain another plan of the same type (i.e., both this plan and the other plan are defined contribution plans or both are defined benefit plans) that covers non-key employees who are also covered under this plan?

If yes, when the plan is top-heavy, do the non-key employees covered under both plans receive the required top-heavy minimum contribution or benefit under:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>This plan?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td>The other plan?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

c  If this is a defined contribution plan, do you maintain a defined benefit plan (or if this is a defined benefit plan, do you maintain a defined contribution plan) that covers non-key employees who are also covered under this plan?

If yes, when the plan is top-heavy, do non-key employees covered under both plans receive:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>the top-heavy minimum benefit under the defined benefit plan?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td>at least a 5% minimum contribution under the defined contribution plan?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3)</td>
<td>the minimum benefit offset by benefits provided by the defined contribution plan?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td>benefits under both plans that, using a comparability analysis, are at least equal to the minimum benefit?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(See instructions.)

d  Does the plan prevent the possibility that the section 415 limitations will be exceeded for any employee who is (or was) a participant in this plan and any other plan of the employer?

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

**General Eligibility Requirements** (Complete all lines.)

9a  Check all that apply:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>All employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td>Hourly rate employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3)</td>
<td>Salaried employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td>Other (Specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please see Form 5300 Supplement attached for exceptions

b  Minimum years of service required to participate 

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If no minimum, check</td>
<td>X</td>
</tr>
</tbody>
</table>

c  Minimum age required to participate (Specify) 

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If no minimum, check</td>
<td>X</td>
</tr>
</tbody>
</table>

**Vesting** (Check one box to indicate the regular (non-top heavy) vesting provisions of the plan.)

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10a</td>
<td>Full and immediate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Full vesting after 2 years of service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Full vesting after 3 years of service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Full vesting after 5 years of service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>2 to 6 year graded vesting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>3 to 7 year graded vesting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Benefits and Requirements for Benefits

11a For defined benefit plans - Method for determining accrued benefit ➤ Based on % of applicable compensation

(1) Benefit formula at normal retirement age is Please see Form 5300 Supplement attached

(2) Benefit formula at early retirement age is Equal to accrued benefit under the Plan's benefit of early retirement

(3) Normal form of retirement benefit is a life annuity

b For defined contribution plans - Employer contributions:

(1) Profit-sharing or stock bonus plan contributions are determined under:
☐ A definite formula ☐ A discretionary formula ☐ Both

(2) Matching contributions are determined under:
☐ A definite formula ☐ A discretionary formula ☐ Both

(3) Money purchase plan—Enter rate of contribution

(4) Target benefit plan—state target benefit formula

Miscellaneous

12a Does any amendment to the plan reduce or eliminate any section 411(d)(6) protected benefit, including an amendment adopted after September 6, 2000, to eliminate a joint and survivor annuity form of benefit?

(See instructions.)

<table>
<thead>
<tr>
<th>N/A</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

b Are trust earnings and losses allocated on the basis of account balances in a defined contribution plan?

If "No," attach a statement explaining how they are allocated.

<table>
<thead>
<tr>
<th>N/A</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

 c Is this plan or trust currently under examination or is any issue related to this plan or trust currently pending before:

• The Internal Revenue Service
• The Department of Labor
• The Pension Benefit Guaranty Corporation, or
• Any court?

If "Yes," attach a statement explaining the issues involved, the contact person's name (IRS Agent, DOL Investigator, etc.) and their telephone number. Do not answer "Yes" if the plan has been submitted under the Voluntary Compliance Program of the Employee Plans Compliance Resolution System (EPCRS).

<table>
<thead>
<tr>
<th>N/A</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Optional determination request regarding the ratio percentage test. A determination regarding the average benefit test may be requested by attaching Schedule Q (Form 5300).

13 Is this a request for a determination regarding the ratio percentage test of Regs. section 1.410(b)-2(b)(2) or a request for a determination regarding one of the special requirements of Regs. section 1.410(b)-2(b)(5), (6), or (7)?

Yes ☒ No ☒

If "Yes," complete only lines 13a through 13n for a ratio percentage test determination, or complete only line 13o for a determination regarding one of the special requirements.

If "No," skip to line 14.

a Is this plan disaggregated into two or more separate plans that are not 401(k), 401(m), or profit-sharing plans?

Yes ☒ No ☒

b Does the employer receive services from any leased employees as defined in section 414(n)?

Yes ☒ No ☒

c Coverage date (MMDDYYYY). See instructions for inserting date

d Total number of employees (include self-employed individuals) (employer-wide)

e Statutory and regulatory exclusions under this plan (do not count an employee more than once):

(1) Number of employees excluded because of minimum age or years of service required

(2) Number of employees excluded because of inclusion in a collective bargaining unit

(3) Number of employees excluded because they terminated employment with less than 501 hours of service and were not employed on last day of plan year

(4) Number of employees excluded because employed by other qualified separate lines of business (QsLBs)

(5) Number of employees excluded because they were nonresident aliens with no earned income from sources within the United States

f Total statutory and regulatory exclusions (add lines 13e(1) through 13e(5))

g Nonexcludable employees (subtract line 13f from line 13d)

h Number of nonexcludable employees on line 13g who are highly compensated employees (HCEs)

i Number of nonexcludable HCEs on line 13h benefiting under the plan

j Number of nonexcludable employees who are nonhighly compensated employees (NHCEs) (subtract line 13h from line 13g)

k Number of nonexcludable NHCEs on line 13j benefiting under the plan

l Ratio percentage (See instructions.)

m Enter the ratio percentage for the following, if applicable:

(1) Section 401(k) part of the plan

(2) Section 401(m) part of the plan

Yes ☒ No ☒

n Are the results on line 13i or 13m based on the aggregated coverage of more than one plan?

If "Yes," attach a statement showing the names, plan numbers, EINs, and benefit/allocation formulas of the other plans.

All aggregated plans should be filed concurrently.

o If the plan satisfied coverage using one of the special requirements of Regulations section 1.410(b)-2(b)(5), (6), or (7), enter the letter from the list below that identifies the special requirement:

A—1.410(b)-2(b)(5)—No NHCEs employed

B—1.410(b)-2(b)(6)—No HCEs benefit

C—1.410(b)-2(b)(7)—Collectively bargained only

Optional determination request regarding the nondiscrimination design-based safe harbors of section 401(a)(4).

Section 401(k) and/or section 401(m) plans that do not contain a provision for discretionary contributions should not complete this line.

14 Is this a request for a determination regarding a design-based safe harbor under section 401(a)(4)?

Yes ☒ No ☒

If "Yes," complete the following:

Design-based nondiscrimination safe harbors:

a Does the plan provide for disparity in contributions or benefits that is intended to meet the permitted disparity requirements of section 401(a)?

If "Yes," answer line 14b. Otherwise, skip to line 14c.

b Do the provisions of the plan ensure that the overall permitted disparity limits will not be exceeded?

Yes ☒ No ☒

c Enter the letter ("A"—"G") from the list below that identifies the safe harbor intended to be satisfied 

A—1.401(a)(4)-2(b)(2) defined contribution (DC) plan with uniform allocation formula

B—1.401(a)(4)-3(b)(3) unit credit defined benefit (DB) plan

C—1.401(a)(4)-3(b)(4)(i)(C)(1) unit credit DB fractional rule plan

D—1.401(a)(4)-3(b)(4)(iii)(C)(2) flat benefit DB plan

E—1.401(a)(4)-3(b)(5) insurance account

F—1.401(a)(4)-8(b)(3) target benefit plan

G—1.401(a)(4)-8(c)(3)(iii)(b) cash balance plan

d List the plan section(s) that satisfy the safe harbor (including, if applicable, the permitted disparity requirements) here:
Procedural Requirements Checklist

Use this list to ensure that your submitted package is complete. Failure to supply the appropriate information may result in a delay in the processing of the application.

1. Is Form 8717, User Fee for Employee Plan Determination Letter Request, attached to your submission?
2. Is the appropriate user fee for your submission attached to Form 8717?
3. If applicable, is Form 2848, Power of Attorney and Declaration of Representative, or a privately designated authorization attached? (For more information, see the Disclosure Request by Taxpayer in the instructions.)
4. Is a copy of your plan's latest determination letter, if any, attached?
5. Is the Employer Identification Number (EIN) of the plan sponsor/employer (NOT the trust's EIN) entered on line 1b?
6. Does line 4d list the plan's original effective date?
7. Is the application signed and dated?
8. Have interested parties been given the required notification of this application? (See the instructions for line 3c.)
9. If you are requesting a determination as an Affiliated Service Group, have you included the information requested in the instructions?
   NOTE: You can request a ruling from the IRS as to whether or not you are an Affiliated Service Group by listing your request on line 3 of Form 5300.
10. If you answered "Yes" to line(s) 6a and/or line 6b, have you included the information requested in the instructions?
11. For Multiple Employer Plans: Have you included the required information as specified in the instructions under Specific Plans--Additional Requirements?
12. For Partial Termination Requests: if requesting a determination for the plan and one or more employers maintaining the plan, have you included the required information as specified in the instructions under Types of Determination Letters, Partial Termination?
13. If you answered "Yes" to line 8a, have you included the requested information?
14. If you are requesting additional determinations, is page 4 completed and/or Schedule Q attached?
15. If filing a Schedule Q, are all appropriate demonstrations attached? (See Instructions for Schedule Q)
   - Demo 1
   - Demo 2
   - Demo 3
   - Demo 4
   - Demo 5
   - Demo 6
   - Demo 7
   - Demo 8
   - Demo 9
   - Demo 10
   - Demo 11
16. Have you included a copy of the plan, trust, and all amendments since your last determination letter?
17. For Employee Stock Ownership Plans (ESOP): Have you attached Form 5309, Application for Determination of Employee Stock Ownership Plan, to your submission?
18. For PBGC Terminations: Have you included the required information as specified in the instructions under Types of Determination Letters?
8a. Additional Qualified Plan Information:

Plan Name: Defined Contribution Retirement Plan for Dartmouth College Faculty
Type of Plan: Defined Contribution
Form of Plan: Individually designed
Plan Number: 005
Vesting Schedule: Three year cliff vesting.
Determination Letter: The Defined Contribution plan received a determination letter on November 7, 2008 and is applying for a determination letter concurrently with this filing.

9a. Eligibility Requirements

The following provisions explain the eligibility requirements for the Defined Benefit plan:

4.1 Eligibility. Each Employee who is classified as a non-exempt or service Employee with an appointment of 50 percent full-time equivalent or greater under Dartmouth's regular personnel policies; and each service Employee who is a member of the Local 560 of the Service Employees' International Union, is eligible to participate in the Plan in accordance with Section 4.2, Election to Participate, below.

For years beginning on or after January 1, 2009, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of Dartmouth and the differential wage payment shall be treated as compensation only to the extent required by Code Section 414(u) and any related guidance thereunder.

Notwithstanding any other provision of the Plan except the second paragraph of Section 4.4, no Employee hired or rehired on or after January 1, 2006 will be eligible to participate in the Plan.

11a. Method for determining accrued benefit

(1) Benefit formula at normal retirement age is:

5.1 Benefit Amounts.

(a) Accrued Benefit Defined. The accrued benefit of a Participant at any date of reference is an annual pension, payable in the form of a life annuity under Section 6.1, Standard Form of Payment of Retirement Benefit, beginning on his normal retirement date (or on the date of reference if later than his normal retirement date), with the amount determined under subsection (b) below as of the date of reference.
(b) Benefit Formula. A Participant's benefit amount under the benefit formula is an annual benefit equal to the sum of (i), (ii), (iii), (iv) and (v) below (whichever may be applicable):

(i) Benefit for Service Before 1989. The benefit for service before 1989 is the greater of (A) or (B) below:

(A) An amount equal to 1.25 multiplied by the Participant's accrued benefit as of December 31, 1988, determined under the terms of the Plan as in effect on such date.

(B) 1.2 percent of the Participant's average applicable compensation multiplied by his number of completed years of participation in the Plan.

For purposes of this subsection (B), average applicable compensation means his applicable compensation during calendar years 1986, 1987 and 1988 divided by three (or the annual average of his applicable Compensation during all of his employment with Dartmouth before 1989 if less than three years), and completed years of participation means the period he was a Participant in the Plan ending on December 31, 1988, determined in full years with any additional whole months of participation left over counted as 1/12 of a year of participation.

(ii) Benefit for Service in 1989. The benefit for calendar year 1989 is an amount equal to 2.5 percent of the Participant's applicable compensation during 1989.

(iii) Benefit for Service from 1990 through 1997. The benefit for each calendar year starting with 1990 and ending December 31, 1997 is an amount equal to two percent (2%) of the Participant's applicable compensation during such year.

(iv) Benefit for Service in 1998 to 2005. The benefit for each calendar year starting with 1998 and ending with 2005 is an amount equal to two and one-half percent (2 1/2%) of the Participant's applicable compensation during such year.

(v) Benefit for Service in 2006 and Subsequent Years.

(A) Local 560, SEIU. For each Participant who is a member of local 560, SEIU, the benefit for each calendar year starting with 2006 is an amount equal to three percent (3%) of the Participant's applicable compensation during such year.

(B) Other Participants. For each Participant who is not a member of Local 560, SEIU, the benefit for each calendar year starting with 2006 is an amount equal to two and one-half percent (2 1/2%) of the Participant's applicable compensation during such year.
(c) Applicable Compensation Defined. A Participant's applicable compensation for any calendar year or other period of reference means his total compensation received in such year or other period, including any payments for unused vacation or sickness days, plus his salary reduction contributions (if any) for supplemental retirement annuities under Code Section 403(b) or 414(v) and any salary reduction contributions under Code Section 125 or 132(f)(4) he makes under any Employee benefit program maintained by Dartmouth, but not including any applicable compensation received during a year (or other period of reference) before he became a Participant in the Plan or after he ceased to be a Participant. Except as specified in the preceding sentence, a Participant's applicable compensation does not include payments to or benefits received under this or any other public or private Employee benefit Plan; specifically, applicable compensation does not include severance pay.

For purposes of the preceding paragraph, in the case of a Participant who is a member of the Service Employees International Union (SEIU) covered by the Collective Bargaining Agreement between the College and the SEIU, and who performs services at the Hanover Inn and in such capacity is considered a “tipped employee,” “applicable compensation” for a particular period will not be less than the amount provided from time to time for purposes of this Plan in such Collective Bargaining Agreement. In the event of any retroactive ratification of such a Collective Bargaining Agreement (or renewal thereof), an affected Participant's accrued benefit hereunder shall be appropriately redetermined (Subject to Article 10 and any other applicable limits under this Plan).

Notwithstanding the preceding paragraph, applicable compensation taken into account under the Plan for any Participant for any calendar year will not exceed the compensation limit in accordance with Code Section 401(a)(17) as adjusted for cost-of living changes ($200,000 for 2002). If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

(d) For reference purposes, prior benefit formulas are stated in Schedule C.

(e) An Employee who was a Participant in this Plan on December 31, 1997 and made an irrevocable affirmative election to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff, shall be eligible to receive his accrued benefit under the Plan as of December 31, 1997 on his retirement date (or termination of employment if applicable).

An Employee who was a Participant in this Plan on December 31, 2005 and made an irrevocable affirmative election not later than September 16, 2005 to participate in the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff, shall be eligible to receive his accrued benefit under the Plan, as determined as of the close of business on December 31, 2005, on his retirement date (or termination of employment if applicable).

(f) For clarification, notwithstanding any other provision of this Plan, no Employee shall accrue any additional benefit after the date that he ceases to be an active Participant (but this will not preclude an increase in his accrued benefit after the date he ceased active participation if specifically so provided in a Plan provision).
Form 2848
(Rev. October 2011)
Department of the Treasury
Internal Revenue Service

Power of Attorney
and Declaration of Representative
➤ Type or print. ➤ See the separate instructions.

Part I
Power of Attorney
Caution: Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7
Taxpayer name and address
Dartmouth College
Office of Human Resources
7 Lebanon Street, Suite 203
Hanover, NH 03755-2112
Identifying number
02-0222111
Daytime telephone number
903-848-5411
Plan number (if applicable)
002

date

hereby appoints the following representative(s) as attorney(s)-in-fact:
2 Representative(s) must sign and date this form on page 2, Part II.

Name and address
Newton H. Kershaw, Jr., Esq.
111 Amherst St
Manchester, NH 03101
Check if to be sent notices and communications
✓
CAF No. 2005-44376R
Check if new Address
✓
Telephone No. 803-689-1000
Fax No. 803-689-5457

Name and address
Justin T. Vartanian, Esq.
111 Amherst St
Manchester, NH 03101
Check if to be sent notices and communications
✓
CAF No. 600-3894870
Check if new Address
✓
Telephone No. 803-689-5457
Fax No. 803-689-5457

Name and address


to represent the taxpayer before the Internal Revenue Service for the following matters:
3 Matters

Description of Matter (Income, Employment, Existe, Whistleblower, PLR, FOIA, Civil Penalty, etc.) (see the instructions for line 3)

Tax Form Number
(1040, 941, 720, etc.) (if applicable)

Year(s) or Period(s) (if applicable)
(see the instructions for line 3)

Application for determination letter for plan
5300, 5309
2012

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for line 4. Specific Uses Not Recorded on CAF

5 Acts authorized. Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) are not authorized to substitute another representative or add additional representatives, to sign certain returns, or to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

☐ Disclosure to third parties;
☐ Signing a return;
☐ Substitute or add representatives;
☐ Other (see instructions for more information)

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner’s (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deviations to the acts otherwise authorized in this power of attorney:


For Privacy Act and Paperwork Reduction Act Notice, see the instructions.
Cat. No. 11988J
Form 2848 (Rev. 10-2011)
6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here ▶, [☐].

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

➤ IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.

<table>
<thead>
<tr>
<th>Signature: Lynn Baker</th>
<th>Date: 1/20/12</th>
<th>Executive Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name: Lynn Baker</td>
<td>PIN Number:</td>
<td>Dartmouth College</td>
</tr>
</tbody>
</table>

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (51 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and

- I am one of the following:
  a. Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  b. Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  c. Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
  d. Officer—a bona fide officer of the taxpayer's organization.
  e. Full-Time Employee—a full-time employee of the taxpayer.
  f. Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  g. Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e) of Circular 230).
  h. Unenrolled Return Preparer - Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.
  i. Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.
  k. Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  r. Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.5(e)).

➤ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE. See the instructions for Part II.

Note: For designations d-i, enter your title, position, or relationship to the taxpayer in the “Licensing Jurisdiction” column. See the instructions for Part II for more information.

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<th>Designation</th>
<th>Licensing Jurisdiction</th>
<th>License/Bar or Enrollment Number</th>
<th>Signature</th>
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<td>1360</td>
<td></td>
<td>1/23/12</td>
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<td>a</td>
<td>NH, MA</td>
<td>19602 / 675008</td>
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<td>1/23/12</td>
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</table>
User Fee for Employee Plan Determination, Opinion, and Advisory Letter Request

Attach to determination letter application.

1 Name of plan sponsor (employer if single-employer plan)
   Dartmouth College

2 Sponsor’s employer identification number
   02-022211

3 Plan number
   002

4 Plan name
   Defined Benefit Retirement Plan for Dartmouth College Staff

Caution. If you qualify for the exemption from user fees for small business employers, complete only the certification below (see the instructions on page 2 for details). For all other applications, leave the certification blank and check the appropriate box in column A or B of line 5.

Certification

I certify that the application for a determination letter on the qualified status of the plan listed above meets the conditions for exemption from user fees described in section 620 of the Economic Growth and Tax Relief Reconciliation Act of 2001.

Sign Here ▶

Date ▶

Fee Schedule

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<tr>
<th>Form Submitted</th>
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<th>B (No Demo 5 and No Demo 6)</th>
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<td>b Form 5307:</td>
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<td>c Form 5310:</td>
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<td>(9) Mass Submitter/sponsor - per trust document in excess of 10</td>
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<td>i Group trust</td>
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