

SECOND AMENDMENT

TO THE

The Bowdoin College Flexible Benefits Plan (the "Plan") was last amended and restated

THE TERMS USED IN THIS AMENDMENT SHALL HAVE THE MEANINGS SET FORTH IN THE PLAN

UNLESS OTHERWISE INDICATED OTHERWISE

2. *Health Care Reimbursement Account Carryovers Permitted.* Notwithstanding any other provision of the Plan to the contrary, unused amounts of up to \$500 remaining in a Participant's Health Care Reimbursement Plan account at the end of a Plan Year that begins on or after January 1, 2014 can be used to reimburse the Participant for health care expenses that are incurred during the next Plan Year. The following conditions shall apply to Health Care Reimbursement Plan account carryovers:

(c) No more than \$500 of unused amounts may be carried over from one Plan Year to the next.

account amount for a Plan Year may be carried over for use in the next Plan Year.

Plan Administrator

Plan Administrator

for a Plan Year but does not make a Benefit Election to participate in the Health

preceding Plan Year for health care expenses incurred in the current or preceding Plan Year. An Exception to the annual dollar limit shall apply to the carryover of unused amounts to the next Plan Year. Termination of employment and cessation of eligibility will result in a loss of carryover eligibility unless a COBRA election is made.

(d) Carryovers may not be cashed out or converted to any other taxable or nontaxable benefit, and will not count toward the maximum dollar limit on annual salary

(f) If unused Health Care Reimbursement Plan account amounts remain for a Plan Year after all reimbursements have been made for that Plan Year in excess of the amount that can be carried over, the Participant will forfeit all rights with respect to such unused amounts.

2. Addition of Health Savings Account Arrangement: An Eligible Employee may make

under the HSA arrangement exceed the statutory maximum amount for HSA contributions applicable to the Participant's high deductible health insurance for the calendar year in which the election is made. In addition, the amount of Unearned Compensation forwarded for deposit in the Participant's HSA shall be (a) reduced by any amount contributed to the Participant's HSA by the Employer from its general assets and (b) prorated for the number of months in which the Participant is eligible to participate in the HSA arrangement. The amount of Unearned Compensation forwarded for deposit in the Participant's HSA may be increased, decreased, or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed. The Plan will comply

deposited in a Participant's HSA and the HSA is not intended to be an ERISA benefit plan

the HSA arrangement and makes a Benefit Election to participate in the Health Care

Reimbursement Plan shall be able to receive reimbursements for vision care, dental care, and

Benefit Election to participate in a health care reimbursement plan account that

and is treated as an account only eligible for a claim for a reimbursement plan account that allows reimbursement of vision care, dental care, and preventive care (as defined in Code Section 223(e)) only (a "Limited Use Health Care Reimbursement account") for that Plan Year, and unused amounts remaining in the Participant's Health Care Reimbursement Plan account at the end of the Plan Year that are available for claims for vision care, dental care,

carried over to that Limited Use Health Care Reimbursement account. Such a Participant may,

however, continue to submit claims for all types of eligible health care expenses incurred during

the preceding Plan Year until 90 days after the close of such Plan Year to be reimbursed from

the Participant's health care reimbursement plan account and the preceding

Plan Year. In addition, a Participant may elect to use the preceding Plan Year's unused

care expenses incurred during the preceding Plan Year until 90 days after the close of such Plan Year to be reimbursed from the Participant's unused Health Care Reimbursement Plan account amounts.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this 18<sup>th</sup> day of December, 2014.---

**Bowdoin College**

By 

~~Its~~ Senior Vice President for Finance and Administration  
& Treasurer