

MIDDLEBURY COLLEGE
SALARY DEFERRAL SUPPLEMENTAL RETIREMENT PLAN

2009 PARTICIPATION AGREEMENT

This sets forth the Participation Agreement entered into between Middlebury College ("College") and _____ ("Participant") pursuant to the Middlebury College Salary Deferral Supplemental Retirement Plan, dated as of January 1, 2002 and as may be amended or restated from time to time ("Plan").

Recitals

- A. The College established the Plan effective as of January 1, 2002.
- B. The undersigned is eligible to participate in the Plan during calendar year 2009.
- C. The Plan provides that to participate in the Plan, Participant must enter into this Participation Agreement.

Terms

1. College's Duties.

(a) The College hereby acknowledges that Participant is eligible to participate in the Plan, and agrees to distribute to (or on behalf of) Participant the benefits provided under the Plan, subject to all terms and conditions of the Plan and this Participation Agreement.

(b) The College shall establish and maintain a Deferral Account for the benefit of Participant, and shall credit to the Deferral Account the amount of Participant's Compensation which Participant properly elects to Defer under the Plan, as soon as reasonably possible following the date on which the Compensation would have been paid to Participant but for an effective Participation Agreement, as provided in the Plan. The College shall also credit to Participant's Deferral Account the amount of earnings and losses allocable to the Deferral Account, as provided in the Plan.

2. Election to Defer. Participant hereby elects to defer the amount of \$ _____ per pay period from the Compensation that would otherwise be paid to the Participant in 2009, and to have such amount credited to the Participant's Deferral Account under the Plan. (The basic contribution limit for the Plan in 2009 is \$16,500. *Participants who will be at least age 62, but will not reach age 65, in 2009 may be able to make additional, "catch-up," contributions in 2009. The Plan's catch-up contribution provision increases the 2009 contribution limit to the lesser of \$33,000 or \$16,500 plus any unused maximum contribution amounts from prior years during which Participant was eligible to participate in the Plan.*)

Participant acknowledges that he/she has read and understands the terms and conditions of the Plan, and agrees to be bound by, and subject to, all the terms and conditions of the Plan. For example, Participant understands that amounts contributed to the Plan remain part of the College's general assets and are not held in a separate trust or annuity contract.

PARTICIPANT

THE PRESIDENT AND FELLOWS OF
MIDDLEBURY COLLEGE

Date: _____
Date: _____

By: _____
Date: _____
Date: _____