

**1. DOCUMENT PACKAGE**

- a.  Plan & Trust as one document
  - b.  Plan & Trust as separate documents
  - c.  Plan Only--No Trust
    - 1.  Non-Trusteed (e.g. 412(e)(3) fully insured) Plan (must select **66e**)
    - 2.  Third-party separate trust
- Note:** ONLY AN IRS-PREAPPROVED SEPARATE TRUST MAY BE USED IF YOU WISH TO RETAIN VOLUME SUBMITTER RELIANCE
- d.  No Plan or Trust (Summary and/or Forms only)

**2. FIRM NAME**

- a. \_\_\_\_\_
- b. \_\_\_\_\_

**3. AGREEMENT**

FIS is the only sponsor of the IDP-formatted volume submitter plan and FIS Business Systems LLC appears on IRS advisory letter (i.e. the IRS approval letter). By selecting each of the following you are agreeing to the terms of the use of this FIS sponsored volume submitter plan. See the online commentary for more details. **WARNING:** Failure to complete these selections can result in your checklist not being saved correctly.

- a.  The plan being prepared is solely for the use of the employer indicated in the plan (the "adopting employer") as well as any participating employers to such plan. The use of the plan for any other employers is strictly prohibited. FIS will retain the adopting employer information in order to comply with the IRS requirement of maintaining a list of adopting employers.
- b.  You agree, on behalf of FIS, to notify the adopting employer of any IRS required updates or restatements. You agree to indemnify and hold FIS harmless should the adopting employer miss any required amendments or restatements. You also agree to provide the employer with a copy of the entire plan and the IRS advisory letter.
- c.  FIS will notify you of, and provide, any required updates in accordance with FIS's usual business practices (generally email notification and/or Pension Technical Updates). You agree to monitor any legislative and regulatory developments that may affect the plan and agree to hold FIS harmless in the event FIS does not provide you with the notification of any required amendments.
- d.  You agree to comply with any applicable limitations ("parameters") that are expressed on the hard-copy checklist manual as a "Note" (each of which has been copied to the online commentary as an "IRS Note"). Failure to comply with a specific admonition in an IRS Note could be considered a modification to preapproved language.

**EMPLOYER INFORMATION**

**5. Employer's Name:** *(exactly as it is to appear with punctuation)*

- a. \_\_\_\_\_
- b. \_\_\_\_\_

**6. Employer's Principal Office** a. \_\_\_\_\_ (State)

AND optionally, specify a different state for determining which state's law will control (when not preempted by federal law): b. \_\_\_\_\_ (State)

**7. Employer Entity:**

- a.  S Corporation
  - b.  Corporation
  - c.  Professional Service Corporation
  - d.  Sole Proprietorship
  - e.  Partnership (including Limited Liability)
  - f.  Limited Liability Company that is taxed as:
    - 1.  a partnership or sole proprietorship
    - 2.  a Corporation
    - 3.  an S Corporation
  - g.  Tax-Exempt
    - 1.  Corporation
    - 2.  Association
    - 3.  Trust
  - h.  Governmental entity or an "electing" church (however, this is NOT a church or governmental plan, i.e., the plan is subject to all tax qualification requirements applicable to non-governmental plans, including top-heavy)
- AND**, is the Plan subject to ERISA?
- 1.  Yes
  - 2.  No

**Note:** This Plan does NOT provide for any of the other exceptions applicable to a governmental plan (IRC §414(d)) or a nonelecting church plan. Accordingly, a church employer must have made the irrevocable election described by IRC §410(d) in order to adopt this Plan.

**8. Employer's Address:**

- a. \_\_\_\_\_ (Street)
- b. \_\_\_\_\_ (City) c. \_\_\_\_\_ (State) d. \_\_\_\_\_ (Zip)
- e. Telephone \_\_\_\_\_
- f. Fax Number \_\_\_\_\_

**9. a. Employer's ID (EIN):** \_\_\_\_\_

**Plan No.** (select one from b. - f.)

- b.  001
- c.  002
- d.  003
- e.  004
- f.  \_\_\_\_\_

**Trust ID (TIN) (optional):**

- g. \_\_\_\_\_

**PLAN ADMINISTRATION**

**10. Plan Information:**

- a.  New
  - b.  Amendment and Restatement
- AND** what type of benefit formula is to be used? (select one)
- c.  Traditional
  - d.  Cash balance (may not be selected with **1c1**)

**AND** (select one)

- 1.  Cash balance formula has been in effect since plan inception
- 2.  The plan started as a traditional formula plan
  - a.  Effective date of conversion to cash balance plan: \_\_\_\_\_ (enter date)

Is the pre-restatement name of the Plan being retained?

- e. Yes
f. No

If No, enter the name of the Plan prior to this restatement (exactly as it is to appear with punctuation)

- 1.
2.

Should Plan benefits be frozen and the trust continued until all assets are distributed in accordance with Plan provisions? (skip if 10a)

- g. No
h. Yes, and the freeze date of the Plan benefits is:

(month) (day) (year)

11. Skip to 12.

12. Is this Plan being restated for PPA? (skip if 10a selected)

- a. No, Plan previously restated for PPA
b. Yes, this is the first restatement for PPA

13. Effective Date(s):

- a. Initial Effective Date (month) (day) (year)
b. This restatement (month) (day) (year)

Note: For PPA Restatement, 13b should not be earlier than the first day of current Plan Year (i.e., the plan year in which the document will be adopted) because the PPA provisions will be made retroactive to their separately stated effective dates.

14. Plan Name/Title of Document (exactly as it is to appear with punctuation)

- a.
b.
c.
d.
e.

Separate Trust Name/Title of Document: (may only be selected if a separate Plan and Trust selected at 1b)

- f. N/A (same as Plan Name)
g.
h.
i.

Note: ONLY AN IRS-PREAPPROVED SEPARATE TRUST MAY BE USED IF YOU WISH TO RETAIN VOLUME SUBMITTER RELIANCE.

15. Plan document: Include witnesses to Employer's signature?

- a. No
b. Yes

AND will the document be signed electronically?

- c. No
d. Yes (if selected, "signed electronically" will be inserted in the signature lines) (may not be selected with 15b)

16. Skip to 18.

18. Plan Year (after any initial short plan year indicated below, if any): (select one from a. - d.)

- a. The calendar year
b. The employer's fiscal year
c. Begins (month) (day)
1. Ends (month) (day)

Initial Short Plan Year (select a. and b., OR skip to 18e./f.)

- a. If short Plan Year, date began (month) (day) (year)
b. and date ends (month) (day) (year)

Note: If initial short Plan Year, enter the Plan Year (18c, 18c1) as it will exist going forward.

OR

- d. 52/53 week year ending (day of week)
1. Date nearest to (month) (day)

AND the 415 Limitation Year shall be the Plan Year unless one of the following alternatives is selected: (select if applicable) (see commentary if restating a Relius EGTRRA document)

- e. The calendar year (select only if the plan year is not the calendar year)
f. The employer's fiscal year

19. Plan Administrator shall be

- a. Employer, using Employer's address and phone

OR

- b. Other (Name)

AND, if Other selected

- 1. Use Employer's address and phone
2. Use address and phone below
a. (Street--Physical not P.O. Box)
b. (City) c. (State) d. (Zip)
e. Telephone ( )
f. Email address (optional): (will be used in SPD and certain administrative forms)

20. Trustee

- a. Corporate (e.g., bank) Trustee Name (if applicable): (may not be selected with 1c1)
1.
2.

AND, the Corporate Trustee is (must select 3. or 4.)

- 3. a directed (nondiscretionary) Trustee
4. a discretionary Trustee

**Signature information** (optional)

- 5.  Name of person signing on behalf of the Corporate Trustee: \_\_\_\_\_
- 6.  Email address of person signing on behalf of the Corporate Trustee: \_\_\_\_\_

OR

- b.  **Individual Trustee(s) Name(s):** (may not be selected with 1c1)
  - 1. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_
  - 2. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_
  - 3. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_
  - 4. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_
  - 5. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_
  - 6. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_
  - 7. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_
  - 8. \_\_\_\_\_
    - a. Title: \_\_\_\_\_
    - b. Email address: \_\_\_\_\_

OR

- c.  **Carrier for Non-Trusteed Plan:** (may not be selected with 1a or 1b) (Enter name of insurance carrier, then skip to 21.)  
\_\_\_\_\_

**Trustee(s) address:**

- d.  Use Employer's address
- e.  Use address below
  - 1. \_\_\_\_\_  
(Street--Physical not P.O. Box)
  - 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
(City) (State) (Zip)
  - 5. \_\_\_\_\_  
(Telephone Number)

**AND with regard to the duty to collect contributions,** the following Trustee shall be responsible for the collection of contributions: (select one)

- f.  The discretionary corporate Trustee shown at 20a (may only be selected with 20a4)
- g.  The following individual Trustee (may only be selected with 20b):
  - 1.  \_\_\_\_\_
  - 2.  Every individual Trustee
- h.  Other: \_\_\_\_\_

**CONTRIBUTION TYPES**

- 21. **Employee Contributions**  
**Is this a thrift plan (i.e., a plan with mandatory employee contributions)?** (skip to 23 if 1c1 selected)
  - a.  No, mandatory employee contributions were never required
  - b.  Yes, provide for:
    - 1.  Currently required employee contributions: \_\_\_\_\_% of compensation
    - 2.  No current contributions, but accounts must be retained. (may not be selected with 10a)

**Note:** May not elect 21b1 if floor-offset plan  
**Note:** Electing 21b will result in the plan no longer being a design-based safe harbor plan.

- May (or did) employees voluntarily make after-tax contributions?**
  - c.  No
  - d.  Yes (may not be selected with 10a and 21b1)
    - 1.  Currently permit voluntary employee contributions (may not be selected with 21b1)
    - 2.  No current contributions, but accounts must be retained (may not be selected with 10a)

**22. Skip to 23.**

- 23. **Anniversary Date**
  - a. \_\_\_\_\_ (month) (day) (e.g., "December 31st")

**SERVICE, ELIGIBILITY AND VESTING**

**SERVICE**

- 24. **Year of Service** for Eligibility, Vesting and Benefit Accrual.  
**Is same method** used for Eligibility, Vesting and Accrual Service?
  - a.  Yes, indicate the method to be used
    - 1.  Hours of Service Method (skip to 28)
    - 2.  Elapsed Time Method (skip to 29)
  - b.  No (select a different method for Eligibility, Vesting and Accrual Service at 25 - 27)

**Note:** Option a1 provides, for all purposes, a Plan Year computation period (except if eligibility is more than one year of service, anniversaries of date of hire will be used).

- 25. **If different service** crediting methods for determination of "Year of Service," complete 25 - 27

**Eligibility Service**

- a.  N/A (No service required)
- b.  Hours of Service Method with a computation period of
  - 1.  Date of hire and anniversaries
  - 2.  Plan Year switch
- c.  Elapsed Time Method

**26. Vesting Service**

- a.  N/A (100% vesting of ALL benefits) (40a must be selected)
- b.  Hours of Service Method with a computation period of:
  - 1.  Date of hire and anniversaries
  - 2.  Plan Year
- c.  Elapsed Time Method

**27. Accrual Service**

- a.  Hours of Service Method based on Plan Year
- b.  Elapsed Time Method

- 28. Hours of Service Method - Equivalencies:** Which equivalency in lieu of actual hours will be used (skip if Elapsed Time Method used for all purposes)
- N/A (actual hours)
  - Days worked--one (1) Hour of Service during the day equals ten (10) Hours of Service
  - Weeks worked--one (1) Hour of Service during a week equals forty-five (45) Hours of Service
  - Semi-monthly payroll periods--one (1) Hour of Service during the semi-monthly payroll period equals ninety-five (95) Hours of Service
  - Months worked--one (1) Hour of Service during the month equals one hundred ninety (190) Hours of Service

If an equivalency method is selected above, such method will be applied to: (skip if **28a** selected)

- all Employees
- Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried employees)

**Hours of Service Method.** A Year of Service is 1,000 hours unless elected below (leave blank for default or enter amounts at **h. and i.**) (skip if Elapsed Time Method used for all purposes (**24a2**))

- \_\_\_\_\_ Hours (not to exceed 1,000) for a Plan Year
- \_\_\_\_\_ Hours (not to exceed 501) for a 1-Year Break in Service

- 29. Service with Other Employers** is to be recognized (Must be recognized if predecessor maintained a plan)

- No
- Yes, with \_\_\_\_\_  
(Name of Other Employer)

**AND** only for period of employment

- after \_\_\_\_\_ (insert date)
- all years
- Yes, with \_\_\_\_\_  
(Name of Other Employer) for the period Employer had a Plan
- Yes, any entity the Employer acquires whether by asset or stock purchase, but only with respect to individuals who are employees of the acquired entity at the time of the acquisition

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**Skip to 31.**

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- 31. Excluded Employees.** Are any employees excluded from participation in the Plan?

- No exclusions** (skip to **34**)
- Yes, the following employees are excluded:** (select all that apply at **1. - 7.** below, then skip to **34**)
  - Commissioned Employees
  - Leased Employees
  - Union Employees
  - Non-union Employees
  - Highly Compensated Employees
  - Nonresident Aliens with no U.S. source income
  - Other \_\_\_\_\_

**Note:** Must be definitely determinable, and, if using the average benefits test to satisfy IRC §410(b) coverage testing, must be a reasonable classification. In addition, the exclusion of employees cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under IRC §410(b). The stated specifications may not include a reference to age or service, unless such specifications also include fail-safe provisions to ensure that participants are no longer excluded after attaining age 21 and completing one year of service.

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**Skip to 34.**

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**ELIGIBILITY**

- 34. Conditions for Eligibility.** Any Eligible Employee will be eligible to participate upon satisfaction of the following:

- Date of Hire (no age or service, skip to **35**)
- Any Eligible Employee will be eligible to participate upon satisfaction of the following: (select all that apply at **1. - 2.** below and **c. and/or d.** if applicable, then skip to **37**)
  - AGE
    - 20 1/2
    - 21
    - age \_\_\_\_\_ (may not exceed 21)
  - SERVICE (may not be selected with **25a**)
    - \_\_\_\_\_ months of service (not to exceed 24) (**40a** MAY have to be selected)
    - 1 Year of Service
    - \_\_\_\_\_ Hours of Service (not to exceed 1,000) within
      - \_\_\_\_\_ consecutive months (not to exceed 24) from the Eligible Employee's date of hire. (If an employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the Year of Service requirement using the hours method). (**40a** MAY have to be selected)
  - 1 1/2 Years of Service (**40a** MUST be selected)
  - 2 Years of Service (**40a** MUST be selected)
  - Other \_\_\_\_\_  
(may not exceed age 21 and 2 Years of Service) (**40a** may have to be selected)

**Note:** If more than 12 months of service is selected, **40a** MUST be selected.

**Waiver of Conditions**

**AND**, are any conditions waived? (leave blank if NOT applicable)

- Yes, if employed on \_\_\_\_\_ (enter a date), the following requirements are waived. The waiver applies to any Eligible Employee unless **3.** selected below (select **1.** and/or **2.** **AND 3.** if applicable):
  - service requirement (will let part-time employees into the Plan) (may only be selected with **b2**)
  - age requirement (may only be selected with **b1**)
  - waiver is for: \_\_\_\_\_  
(e.g., employees of a specific division or employees covered by an IRC §410(b)(6)(C) acquisition) (may only be selected with **b1** or **b2**)
- For first plan year only, anyone employed on last day of the plan year shall be eligible (may only be selected with **b1** or **b2**)

**Note:** Entry Date requirement will also be waived if **c.** or **d.** elected.

- 35. Does the Plan use the one-year hold-out rule for rehired employees**

- No
- Yes (may only be selected with **34b2b**, **34b2c**, **34b2d** or **34b2e**)

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**Skip to 37.**

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**37. Entry Date**

- a.  date eligibility requirements are met
- b.  dual entry (1st day of year and 6 months later)
- c.  1st day of the month coinciding with or next following date eligibility requirements are met
- d.  1st day of the Plan Year coinciding with or next following date eligibility requirements are met (Eligibility must be age 20 1/2 and/or 6 months or less) (may not be selected with **34b1b**, **b2b**, **b2d** or **b2e**)
- e.  1st day of the Plan Year quarter coinciding with or next following date eligibility requirements are met
- f.  1st day of the Plan Year in which eligibility requirements are met
- g.  1st day of the Plan Year nearest date eligibility requirements are met
- h.  Other \_\_\_\_\_

**Note:** Specified entry date(s) must not delay entry for an eligible employee who has satisfied the maximum age (21) and service requirements [one (1) Year or Period of Service (or more than one (1) year if full and immediate vesting)] and who is otherwise entitled to participate, beyond a date that is no later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the employee separates from service before such participation date.

**Skip to 39.**

**TOP-HEAVY**

**39. Should Top-Heavy provisions be included?**

- a.  No (may only select if plan covers exclusively union employees) (skip to **40**)
- b.  Yes, using
  - 1.  Total years of service
  - 2.  Plan years of service (years of participation)
- for:**
- 3.  only Non-Key Employees
- 4.  all Participants

If DC and DB Plans are maintained, which Plan provides top-heavy minimum benefit?

- c.  N/A (DC and DB Plans not maintained or **10h** selected)
- d.  Defined Contribution Plan, with 5% minimum in the

\_\_\_\_\_  
(specify other plan) if participant also participates in that plan (otherwise this plan will provide the minimum accrual)

- e.  Defined Benefit Plan, with 2% minimum accrual
- f.  Provide full top-heavy minimums in each Plan

**Note:** IRC §401(a)(4) design based safe harbor uniformity will be maintained if either (1) **d.** or **e.** selected AND the DC and DB Plans benefit the same participants, or (2) **f.** selected.

**VESTING**

**40. Vesting shall be: (select one)**

- a.  100% upon entering Plan (satisfies top-heavy) (skip to **45**) (must be selected with **26a**, **34b2d** or **34b2e**)
  - 1.  Vesting was not always 100%, i.e., there may be forfeitures subject to restoration (may not be selected with **10a**)
- b.  subject to the following vesting schedule: (may not be selected with **26a**, **34b2d** or **34b2e**) (select one)
  - 1.  4-year graded (25% per year--satisfies top-heavy) (may not select with **10d**)
  - 2.  5-year graded (20% per year--satisfies top-heavy) (may not select with **10d**)
  - 3.  3-year cliff (satisfies top-heavy)

- 4.  6-year graded (2 years 20% then 20% per year--satisfies top-heavy) (may not select with **10d**)
- 5.  7-year graded (3 years 20% then 20% per year) (may not select with **10d**)
- 6.  5-year cliff (may not select with **10d**)
- 7.  Other schedule for **traditional-formula plan** (must be as liberal as **5.** or **6.** at each point in time without switching schedules, e.g., must fully vest by the end of the 7th year) (may not select with **10d**)

Service	Percent	Service	Percent
a. _____	1. _____%	e. _____	1. _____%
b. _____	1. _____%	f. _____	1. _____%
c. _____	1. _____%	g. _____	1. _____%
d. _____	1. _____%		

- 8.  Other schedule for **cash balance plan** (use **b3** above for 3-year cliff schedule) (may not select with **10c**) (must fully vest by the end of the 3rd year)

Service	Percent
a. _____	1. _____%
b. _____	1. _____%
c. _____	1. _____%

**Vesting Waiver.** Shall employees employed on a certain date be 100% vested and thereafter the vesting schedule(s) apply?

- c.  No or N/A – Vesting schedule(s) apply to all participants
- d.  Yes, for any Eligible Employee who was employed on \_\_\_\_\_ (enter a date), 100% vesting shall apply

**Note:** The employer may attach a prior vesting schedule that was in effect during the PPA remedial amendment period that conforms to the parameters shown above (for the type of plan), together with the period during which such vesting period was in effect.

**Skip to 43.**

**43. Top-Heavy Vesting, if Plan Becomes top-heavy, shall be: (skip if **39a**) (skip to **45** if **40a**)**

- a.  N/A (Top-Heavy vesting always satisfied) (may not be selected with **40b5** or **40b6**)
- b.  100%
- c.  3-year cliff
- d.  6-year graded (may not select with **10d**)
- e.  25% per year (may not select with **10d**)
- f.  20% per year (may not select with **10d**)
- g.  Other top-heavy schedule for traditional formula plan:

\_\_\_\_\_  
(must be as liberal as **c.** or **d.** at each point in time without switching schedules) (may not select with **10d**)

- h.  Other top-heavy schedule for cash balance plan (must provide 100% vesting after three years): \_\_\_\_\_ (may not select with **10c**)

**44. Excluded Vesting service (skip if full vesting (**40a**))**

- a.  No exclusions
- b.  Yes, exclude the following service: (select all that apply)
  - 1.  Service prior to Effective Date of the Plan or a predecessor plan
  - 2.  Service prior to 18th birthday

- 45. If Restated Plan**, did prior vesting differ from current vesting? (The prior vesting schedule is not necessary if it no longer affects any Participant's protected vested percentage) (skip unless **10b** selected) (response optional)
- a.  Vesting schedule has not been amended (skip to **46**)
- b.  Prior or alternate vesting schedule (which must be as liberal, at each point in time, as one of the those shown at option **40b**)
- Applicable Participants.** The vesting schedule that applies to Participants not subject to the vesting schedule shown at **40b** applies to: (select one)
1.  Participants who are Employees as of: \_\_\_\_\_ (enter date)
2.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
3.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date)
4.  Participants as of the date of change in vesting schedule, which was \_\_\_\_\_ (enter date)
5.  Other: \_\_\_\_\_ (e.g., Participants in division A, or some combination of the above) (must be definitely defined group)
- c.  Alternate vesting is as follows: (must be completed if **b.** selected):
- | Service  | Percent   | Service  | Percent   |
|----------|-----------|----------|-----------|
| 1. _____ | a. _____% | 5. _____ | a. _____% |
| 2. _____ | a. _____% | 6. _____ | a. _____% |
| 3. _____ | a. _____% | 7. _____ | a. _____% |
| 4. _____ | a. _____% |          |           |
- Note:** Vesting schedule must vest at least as rapidly as one of the schedules permitted at Question **40b**, e.g., must be fully vested at 3 years for a cash balance plan.

- 46. Non-Accelerated Vesting** (skip if **40a** selected)
- Regardless of the vesting schedule, Participants shall become fully vested upon death or disability unless otherwise selected below: (select all that apply, if any) (if restating an EGTRRA Relius plan, see commentary)
- a.  Do not vest upon death
- b.  Do not vest upon disability
- c.  Do not vest upon early retirement
- Note:** If restating a Relius IDP-formatted document, any of the above elections are permitted only with respect to amounts that do not violate the anti-cutback rule. (The Relius EGTRRA document did not contain these options.)

### COMPENSATION

- 47. Compensation means:** (select one)
- a.  N/A (**51d** will be selected) (skip to **51**)
- b.  W-2 Wages subject to income tax as defined in Reg. 1.415(c)-2(d)(4)
- c.  IRC §3401(a) wages as defined in Reg. 1.415(c)-2(d)(3)
- d.  Simplified 415 Safe Harbor Compensation as defined in Reg. 1.415(c)-2(d)(2)
- AND,** Compensation will be based on the following determination period: (select one)
- e.  The Plan Year
- f.  The employer's fiscal year coinciding with or ending within the Plan Year
- g.  The calendar year coinciding with or ending within the Plan Year
- Note:** Cash balance plan formulas will determine accruals based on the Principal Credit Period.

### 48. Compensation Adjustments

The following adjustments are made to compensation: (select all that apply)

- a.  None of the following adjustments apply
- b.  Exclude salary deferrals (401(k), 125, 132(f), 403(b), SEP, 414(h) pickup and 457)
- c.  Exclude all items listed in Reg. 1.414(s)-1(c)(3)
- d.  Exclude compensation in excess of \$ \_\_\_\_\_
- e.  Exclude overtime (not a safe harbor option)
- f.  Exclude all bonuses (not a safe harbor option)
- g.  Exclude discretionary bonuses (not a safe harbor option)
- h.  Exclude commissions (not a safe harbor option)
- i.  Exclude post-HEART military differential pay (effective January 1, 2009 unless specified otherwise below)
1.  Effective date of exclusion: \_\_\_\_\_ (must be after January 1, 2009)
- j.  Exclude compensation paid by an affiliated employer that has not adopted the plan (not a safe harbor option)
- k.  Other \_\_\_\_\_

**Note:** For "Other" describe line, describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay).

**Note:** The exclusion of any non-safe-harbor options (such as overtime, bonuses, commissions, or "other" compensation) will result in the potential need to test the definition of compensation for nondiscrimination (as described in regulations under IRC §414(s)).

### 49. Compensation under 415 Regulations.

The provision of the final 415 Regulations will apply to limitation years beginning on or after July 1, 2007.

- a.  **ALL** the default provisions of the 415 amendment apply (no election was (or is being) made) (see commentary for description of default provisions) (skip to **50**)
- b.  **415 Compensation** (select all that apply)
1.  Exclude leave cashouts
2.  Exclude deferred compensation
3.  Include military continuation payments through December 31, 2008 (prior to the changes made by HEART) (skip unless **12b** selected)
4.  Include disability continuation payments:
- a.  For Nonhighly Compensated Employees only
- b.  For all participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
5.  The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a limitation year due to administrative delay relate back to the prior limitation year for all participants for all years).
- c.  **Post-Severance "Plan" Compensation** (select one)
1.  Exclude all post-severance compensation (may violate the nondiscrimination requirements)
2.  Tailor the definition of plan compensation as follows (must select at least one of **a.** through **f.**):
- a.  Exclude post-severance regular pay (may violate the nondiscrimination requirements)
- b.  Exclude leave cashouts
- c.  Exclude deferred compensation
- d.  Include military continuation payments through December 31, 2008 (i.e., prior to the changes made by HEART) (skip unless **12b** selected)
- e.  Include disability continuation payments: (select one)
1.  For Nonhighly Compensated Employees only
2.  For all participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- f.  Other \_\_\_\_\_ (describe)

**Note:** Describe adjustments to post-severance Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no adjustments as to Division A Employees and exclude post-severance leave cash-outs as to Division B Employees); and/or describe another adjustment (e.g., exclude post-severance shift differential pay). (The exclusion of any post-severance regular pay may violate the nondiscrimination requirements.)

**50. Transitional Compensation Provisions.** Should annual compensation be increased to \$200,000 for plan years beginning after December 31, 2001? (skip to **51** if **10a** or **47a** selected)

- a.  No or N/A if the plan doesn't determine benefit accruals in plan years beginning after December 31, 2001 on compensation (skip to **51**)
- b.  Yes, use EGTRRA limit of \$200,000 (as indexed)

**If Yes,** in determining benefit accruals in plan years beginning after December 31, 2001, annual compensation for determination periods before January 1, 2002 shall be:

- c.  N/A
- d.  \$200,000
- e.  \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998 or 1999; and \$170,000 for any determination period beginning in 2000 or 2001

**BENEFITS** (skip to **61** if **10d** (Cash Balance Plan))

**51. Basic Type of Benefit Formula** (the cash balance formula questions start at Question 130)

**Is Plan intended to be a safe harbor plan**--Reg. 1.401(a)(4)-3(b)

- a.  No (may not be selected with **1c1**)
- b.  Yes (must be elected if 412(e)(3) volume submitter plan) (may not be selected with **10d** or **21b**)

**Is the Normal Benefit Formula based on:** (select one)

- c.  Average monthly compensation (AMC) (may not be selected with **47a**)
- d.  Flat dollar amount
- e.  Compensation earned during each year of credited service (an "accumulation" plan) (may not select **52b**, **53b** or **53c**) (may not be selected with **47a**)
- f.  There will be accrual groups that might be either AMC-based or flat-dollar based (may not be selected with **b** or **e**.)

**Note:** A Participant is only considered to be benefiting under Code §401(a)(26) if the Participant receives a meaningful benefit within the meaning of Code §401(a)(26).

**Note:** The Safe Harbor Notes following each checklist question are designed for a Unit Credit Plan using the 133 1/3 accrual method (Reg. 1.401(a)(4)-3(b)(3)), a Unit Credit or Flat Benefit Plan using the fractional accrual method (Reg. 1.401(a)(4)-3(b)(4)) and an Insurance Contract Plan (Reg. 1.401(a)(4)-3(b)(5)).

**52. Is Plan Integrated?** (select one of **a**. or **b**., and if applicable, **c**.)

- a.  No
- b.  Yes (may not be selected with **47a**, **51d** or **51e**)
  - 1.  Excess formula (answer **55**, then skip to **57**)
  - 2.  Offset formula (skip to **56**)
- c.  If the Employer maintains two or more Plans providing or imputing permitted disparity, provide language that complies with the overall permitted disparity limits. (Reg. 1.401(l)-5): \_\_\_\_\_

**Note:** The Safe Harbor Notes following each checklist question are designed for a Unit Credit Plan using the 133 1/3 accrual method (Reg. 1.401(a)(4)-3(b)(3)), a Unit Credit or Flat Benefit Plan using the fractional accrual method (Reg. 1.401(a)(4)-3(b)(4)) and an Insurance Contract Plan (Reg. 1.401(a)(4)-3(b)(5)).

**53. Non-Integrated Benefit Formulas:** (select all that apply)

- a.  A percentage of AMC (may not be selected with **51d**) (may not be selected with **b**.) (may not be selected with **47a**)
- b.  A percentage of AMC times credited service (may not be selected with **51d** or **51e**) (may not be selected with **a**.) (may not be selected with **47a**)
- c.  A dollar amount per month times credited service (may not be selected with **51c** or **51e**)

**Note:** If **53a** AND **51b** are selected, then **62b** with a reduction of 25 or more years of credited service must be selected.

**Note:** If **53b** or **c**. AND **51b** are selected with **66a**, **66b** or **1c1**, then **63b** with a limit of 25 or more years of credited service must be selected.

**UNIFORMITY** (select one)

- d.  The above formula is uniform for all participants (must be selected with **51b**) (may be selected if ONLY one of **a**., **b**. or **c**. selected) (skip to **58**)
  - 1.  Enter the formula percentage of compensation (if **51e**, **53a** or **53b** selected) or dollar amount (if **53c** selected) without the percentage symbol or dollar sign: \_\_\_\_\_
- e.  The benefit level is determined for each CLEARLY DEFINED Group defined below in the amount described below. Enter the percentage or dollar amount without the percentage symbol or dollar sign. Each participant shall be included in only one group.

**Note:** The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under IRC §410(b).

**54. Benefit Formula:** Enter the formula percentage of AMC or dollar amount, as applicable for each group: (may be selected only with **53e**)

- a.  Group 1: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- b.  Group 2: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- c.  Group 3: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- d.  Group 4: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- e.  Group 5: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- f.  Group 6: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- g.  Group 7: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- h.  Group 8: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- i.  Group 9: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- j.  Group 10: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)
- k.  Group 11: \_\_\_\_\_ (select one)
  - 1.  \_\_\_\_\_% (may be selected only with **53a** or **53b**)
  - 2.  \$ \_\_\_\_\_ (may be selected only with **53c**)

- i.  Group 12: \_\_\_\_\_ (select one)
1.  \_\_\_\_\_% (may be selected only with 53a or 53b)
  2.  \$ \_\_\_\_\_ (may be selected only with 53c)
- m.  Group 13: \_\_\_\_\_ (select one)
1.  \_\_\_\_\_% (may be selected only with 53a or 53b)
  2.  \$ \_\_\_\_\_ (may be selected only with 53c)
- n.  Group 14: \_\_\_\_\_ (select one)
1.  \_\_\_\_\_% (may be selected only with 53a or 53b)
  2.  \$ \_\_\_\_\_ (may be selected only with 53c)
- o.  Group 15: \_\_\_\_\_ (select one)
1.  \_\_\_\_\_% (may be selected only with 53a or 53b)
  2.  \$ \_\_\_\_\_ (may be selected only with 53c)
- p.  Group 16: \_\_\_\_\_ (select one)
1.  \_\_\_\_\_% (may be selected only with 53a or 53b)
  2.  \$ \_\_\_\_\_ (may be selected only with 53c)

**AND**, if a Participant shifts from one classification to another during a Plan Year, then unless elected below, the Participant will be considered as belonging to the classification that provides the greatest Accrued Benefit. However, if elected below, the Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment: (select if applicable)

- q.  The Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. (select only if applicable)

**Note:** The formula shall equal a specific percentage of determination period Compensation or dollar amount to each eligible participant of a CLEARLY DEFINED group, i.e., the description of each group must specify the objective criteria for determining the identity of group members and contain no element of employer discretion.

**55. EXCESS Benefit Formulas:** (skip if 52a)

- a.  \_\_\_\_\_% of AMC, **plus**
1.  \_\_\_\_\_% (not in excess of the lesser of a. or 26.25%) of AMC in excess of integration level (skip to 57)
- b.  \_\_\_\_\_% of AMC times credited service, (may not be selected with 51e) **plus**
1.  \_\_\_\_\_% (not in excess of the lesser of b. or .75%) of AMC in excess of integration level times credited service, **plus...**

**If 55b selected and 66d will be selected**, for credited service in excess of 63b years

- c.  N/A
- d.  No additional benefits (may not be selected with 1c1)
- e.  \_\_\_\_\_% of AMC times credited service in excess of 63b years (may not be selected with 1c1)

**OR**, if 55b selected AND 66a, 66b or 66e will be selected, for credited service in excess of 63b years

- f.  N/A
- g.  No additional benefits but ONLY if 63b is exactly 35 years OR 51a selected
- h.  If 63b equals exactly 35 years, \_\_\_\_\_% (not greater than b. plus b1) of AMC times credited service in excess of 35 years
- i.  If 63b is less than 35 years and more than 24 years \_\_\_\_\_% (must equal exactly b. plus 1.) of AMC times credited service up to 35 years **plus**
1.  No additional benefits
  2.  \_\_\_\_\_% (must equal exactly b. plus b1) of AMC times credited service in excess of 35 years

**Note:** If 55a AND 51b are selected, then 62b with a 35 year reduction must be selected.

**Note:** If 55b AND 51b are selected AND 66a, 66b or 66e will be selected, then 63b with a 25 to 35 year limit must be selected.

**Note:** If 61b or c. is selected and/or the integration level selected in 57d, e. or f. exceeds covered compensation, then 26.25% or .75% must be reduced.

**Note:** The percentage in a. or b. should reflect an increase and the excess percentage in a1 or b1 should reflect a reduction for NRA less than SSRA or select 62a, if applicable.

**Note:** If 1c1 AND 51b are selected, 26.25% or .75% must be reduced by multiplying the factor by 0.80. Reg. 1.401(a)(4)-3(b)(5)(viii).

**56. OFFSET Benefit Formulas:** (skip if 52a)

- a.  Percent of AMC only \_\_\_\_\_% of AMC, **offset by** (select one)
1.  \_\_\_\_\_% of PIA, subject to the plan provision implementing Regulation 1.401(a)(5)-1(e) (skip to 58)
  2.  \_\_\_\_\_% (not in excess of the lesser of 1/2 of a. or 26.25%) of FAC not in excess of integration level (skip to 57)
  3.  Lesser of \_\_\_\_\_% of PIA, subject to the plan provision implementing Regulation 1.401(a)(5)-1(e) **or a.** \_\_\_\_\_% (not in excess of the lesser of 1/2 of a. or 26.25%) of FAC not in excess of integration level (skip to 57)
- b.  Percent of AMC times credited service (may not be selected with 51e)
- \_\_\_\_\_ % of AMC times credited service, **offset by** (select one)
1.  \_\_\_\_\_% of PIA, subject to the plan provision implementing Regulation 1.401(a)(5)-1(e) (skip to 58)
  2.  \_\_\_\_\_% (not in excess of the lesser of 1/2 of b. or .75%) of FAC times credited service, **plus**
  3.  Lesser of \_\_\_\_\_% of PIA, subject to the plan provision implementing Regulation 1.401(a)(5)-1(e) **or a.** \_\_\_\_\_% (not in excess of the lesser of 1/2 of b. or .75%) of FAC times credited service, **plus...**

**If 66d will be selected**, for credited service in excess of 63b years

- c.  N/A
- d.  No additional benefits (may not be selected with 1c1)
- e.  \_\_\_\_\_% of AMC times credited service in excess of 63b years (may not be selected with 1c1)

**OR**, if 66a, b. or e. will be selected, for credited service in excess of 63b years

- f.  N/A
- g.  No additional benefits but ONLY if 63b is exactly 35 years OR 51a selected
- h.  If 63b equals exactly 35 years, \_\_\_\_\_% (not greater than b.) of AMC times credited service in excess of 35 years
- i.  If 63b is less than 35 years and more than 24 years, \_\_\_\_\_% (must equal exactly b.) of AMC times credited service up to 35 years, **plus:**
1.  No additional benefits
  2.  \_\_\_\_\_% (not greater than b.) of AMC times credited service in excess of 35 years

**Note:** If 56a AND 51b are selected, then 62b with a 35 year reduction must be selected.

**Note:** If 56b AND 51b are selected AND 66a, 66b or 66e will be selected, then 63b with a 25 to 35 year limit must be selected.

**Note:** If 61b or c. is selected and/or the integration level selected in 57d, 57e or 57f exceeds covered compensation, then 26.25% or .75% must be reduced.

**Note:** The percentage in a2, a3a, b2 or b3a should reflect a reduction for NRA less than SSRA or select 62a, if applicable.

**Note:** If 1c1 AND 51b are selected, then 26.25% or .75% must be reduced by multiplying the factor by 0.80. Reg. 1.401(a)(4)-3(b)(5)(viii).

**Note:** Final Average Compensation (FAC) is limited to Average Monthly Compensation, therefore, no reduction to the offset percentage is necessary.

**Note:** If PIA offset selected (56a1, 56a3, 56b1 or 56b3 selected), then the plan provides that the offset cannot exceed 50% times years of credited service under SSA divided by 35 (Reg. 1.401(a)(5)-1(e)).



57. **Integration Level means:** (skip if **52a**, **56a1** or **56b1**)
- Covered compensation
  - One-half (1/2) of covered compensation
  - \$\_\_\_\_\_ (enter an annual dollar amount that is not in excess of one-half (1/2) of covered compensation)
  - \$\_\_\_\_\_ (enter an annual dollar amount that is greater than one-half (1/2) of covered compensation, but not in excess of TWB)
  - \_\_\_\_\_% (greater than 100%) of covered compensation (plan will limit to no more than the taxable wage base)
  - Taxable Wage Base
  - Frozen covered compensation table
- And, if g. selected, APPLICABLE YEAR**
- 2014
  - 2015
  - 2016
  - 2017
  - 2018
  - 2019
  - 2020
  - 2021
  - 2022
  - 2023
  - 2024
  - 2025
  - 2026

58. **Average Monthly Compensation (AMC) Initial Selections** (skip to **60** if **47a**, **51d**, **51e** - OR **53c** with neither **53a** nor **53b** selected) (select one)
- Default.** This is a traditional benefit plan that uses an averaging period of 3 consecutive Plan Years that produce the highest average, averaged over the period of employment (may be selected only with **47e**)
  - Custom.** This is a traditional benefit plan that uses another definition of average monthly compensation

59. **Average Compensation** is based upon: (skip if **58a**) (select **a.**, **b.**, and **c.**, and optionally, **d.**)
- Averaging Period.** The Averaging Period is: (select one)
    - \_\_\_\_\_ consecutive Measuring Periods which produce the highest Average Compensation
    - final \_\_\_\_\_ consecutive Measuring Periods.
    - all Measuring Periods (career average).
    - \_\_\_\_\_ Measuring Periods (whether or not consecutive) which produce the highest Average Compensation.
- Note:** In order to be a safe harbor plan under the Code Section 401(a)(4) regulations, the averaging period must at least 3 years (or 36 months if the Measuring Period is the calendar month).
- Note:** For a traditional benefit plan, Average Compensation will be divided by 12 to determine Average Monthly Compensation for purposes of the benefit formula, whereas for a cash balance plan, average compensation for a 12-month Principal Credit Period will be average annual compensation (not divided by 12).
- Measuring Period.** The Measuring Period is: (select one)
    - the Plan Year.
    - the calendar year.
    - the employer's fiscal year.
    - the 12-month period beginning on each \_\_\_\_\_ (month and day)
  - Compensation History.** The Compensation History is: (select one)
    - the period that begins on the Participant's date of hire and ends in the current Plan Year (years of employment)
    - the period that begins on the date the Participant's participation in the Plan commenced and ends in the current Plan Year (years of participation)
    - the \_\_\_\_\_ consecutive Measuring Periods ending in the current Plan Year.
    - the period measured from \_\_\_\_\_ through the end of the current Plan Year

- Excluded periods.** Compensation History does not include any of the following periods (select all that apply): (select at least one)
  - a Measuring Period in which the Participant terminates employment (this option is consistent with the EGTRRA version of this product), or
  - a Measuring Period in which the Participant does not complete at least \_\_\_\_\_ Hours of Service
  - the five years preceding NRD
  - any period prior to the effective date of the plan (this option is consistent with the EGTRRA version of this product)
  - a plan year during which the participant fails to receive credit for a year of service (may not be selected unless **59b1** selected)
  - a plan year during which the participant is not eligible for a benefit accrual for any reason (may not be selected unless **59b1** selected)

60. **Credited service shall be:**
- N/A (may not be selected with **1c1**, **51e**, **53b**, **53c**, **55b** or **56b**) (skip to **61**)
  - Total years of service (may not be selected with **1c1** or **51e**) (may not select **66e**)
  - Plan years of service (participation) (must be selected with 412(e)(3) plan (**1c1** selected) or accumulation plan (**51e** selected))

**AND, if the Plan existed on 09/19/91**, and option **c.** above and **1c1** are selected together, should the Plan count service prior to an Employee's date of participation? (skip to **61** if **10a** or if neither **1c1** nor **60c** has been selected)

- N/A
- No
- Yes

**Note:** Safe Harbor Plans must use the same years of credited service for both the Benefit Formula and the Accrual Method. Reg. 1.401(a)(4)-3(b)(2)(v). If option **57b** or **c.** is selected, years of credited service in the Accrual Method will be limited. For Safe Harbor Plans, a similar limitation must be placed on years of credited service in the Benefit Formula.

**Note:** If **1c1** AND **51b** selected, see Reg. 1.401(a)(4)-3(b)(5)(iii).

61. **Normal Form of Benefit**, i.e., for determining the amount of Accrued Benefit, the assumed form of benefit distribution shall be: (answer **a.**, **b.** or **c.** AND **d.**, **e.**, **f.** or **g.**)
- Life annuity
  - Annuity for life and \_\_\_\_\_ months certain (not to exceed 360)
  - Depends on marital status: (may not be selected with **1c1**)
    - For married participants:
      - joint and 50% survivor annuity
      - joint and 100% survivor annuity
    - For unmarried participants:
      - annuity for life
      - annuity for life and \_\_\_\_\_ months certain
- Note:** Selecting **61b** or **61c** may result in a violation of the IRC §415 limitations.

**Calculated to the nearest** (skip if **51d**)

- dollar
- ten (10) dollars
- \_\_\_\_\_ ( ) dollars (e.g., one hundred (100))
- cent

**62. Benefit Reductions** (skip if **51e** or **53c**) (skip to **63** if cash balance plan (**10d**) selected)

- a.  No Reductions (skip to **63**) (may not be selected with **51b** AND **55a** or **56a**)

OR

- b.  Reduce entire benefit by \_\_\_\_\_ (e.g., one-thirty fifth) for each year of credited service less than (may only be selected with **53a**, **55a** or **56a**) (may not be selected with **60a**)  
1. \_\_\_\_\_ (e.g., thirty-five (35))
- c.  Reduce nonexcess portion by \_\_\_\_\_ (e.g., one-fortieth) for each year of credited service less than (may only be selected with **55a**)  
1. \_\_\_\_\_ (e.g., forty (40))  
AND the excess portion by  
2. \_\_\_\_\_ (e.g., one-thirty fifth) for each year of credited service less than  
3. \_\_\_\_\_ (e.g., thirty-five (35))
- d.  Reduce excess portion by \_\_\_\_\_ (e.g., one-thirty fifth) for each year of credited service less than (may only be selected with **55a**)  
1. \_\_\_\_\_ (e.g., thirty-five (35))
- e.  Before offset, reduce basic benefit by \_\_\_\_\_ (e.g., one-thirty fifth) for each year of credited service less than (may only be selected with **56a**)  
1. \_\_\_\_\_ (e.g., thirty-five (35))

**63. Limitations****Note:** Do not select **b.** with **c.** or **d.**

- a.  No Limitations (skip to **64**)

OR

- b.  Entire benefit limited to \_\_\_\_\_ years of credited service (except as otherwise specified at **55e**, **55h**, **55i2**, **56e**, **56h**, **56i2** or **60a**) (may not be selected with **10d**, **51e**, **53a**, **55a** or **56a**)
- c.  Non-integrated benefit limited to \_\_\_\_\_ years of credited service (may not be selected with **10d**, **51e**, **53a**, **55a**, **56a** or **60a**)
- d.  Excess benefit or offset limited to \_\_\_\_\_ years of credited service (may not be selected with **10d**, **51e**, **53a**, **55a**, **56a** or **60a**)
- e.  Credited service prior to \_\_\_\_\_ shall not be recognized (may not be selected with **10d**, **51e** or **60a**)
- f.  Provide a minimum benefit of \$ \_\_\_\_\_ per month
- g.  Provide a maximum benefit of \$ \_\_\_\_\_ per month
- h.  Provide a maximum benefit of \_\_\_\_\_ % of AMC (may not be selected with **10d**, **47a** or **51e**)
- i.  \$ \_\_\_\_\_ is the minimum increase or decrease in monthly pension to be taken into consideration (may not be selected with **10d**, **47a** or **51e**)
- j.  Benefit increases due to compensation changes to be recognized each anniversary date, and decreases to be recognized two years after each such decrease (may not be selected with **10d**, **47a** or **51e**)
- k.  Reduce benefit by pension paid from any other employer sponsored DB Plan (cannot be selected with **51b**)

**Skip to 65.****65. Are there COLA increases** for distributions in pay status?

- a.  No
- b.  Yes, by \_\_\_\_\_ % annually, as limited below:  
1.  No limitation  
2.  With a cumulative adjustment no greater than the CPI  
3.  With a cumulative adjustment no greater than the SS benefits

**BENEFIT ACCRUAL****66. Accrual Method**

- a.  Fractional--based upon Plan Years of Service (may not be selected with **1c1**, **10d**, **51e**, **55d**, **55e**, **56d** or **56e**) (also may not be selected with **51b** and **60b**)
- b.  Fractional--based upon Total Years of Service (may not be selected with **1c1**, **10d**, **51e**, **55d**, **55e**, **56d** or **56e**) (also may not be selected with **51b** and **60c**)
- c.  Three percent for each year of participation (may not be selected with **1c1**, **10d**, **51e**, **52b**, **55d**, **55e**, **55g**, **55h**, **55i**, **56d**, **56e**, **56g**, **56h** or **56i**)
- d.  133 1/3 Percent Method (unit credit) (must be selected if **10d**) (may not be selected with **1c1**, **55g**, **55h**, **55i**, **56g**, **56h** or **56i**)
- e.  Fully insured plan subject to IRC §412(e)(3) and that meets the safe harbor rules of Regulation 1.401(a)(4)-3(b)(5) (skip to **70**) (must be selected with **1c1**) (may not be selected with **10d**, **55d**, **55e**, **56d**, **56e** or **60b**)

**Note:** If **66e** AND **52b** are selected, then .75% must be reduced by multiplying .75% by 0.80. Reg. 1.401(a)(4)-3(b)(5)(viii).**Note:** Option **c.** may not be selected in a plan providing permitted disparity (**52b**) or with **70c** or **70d** (certain Fresh-Start Rules).**Note:** Options **a.**, **b.** and **e.** may not be selected with **70c** (Fresh-Start formula without wearaway).**AND**, should the IRC §410(b)(1)(B) ratio percentage fail-safe provisions be included?

- f.  No
- g.  Yes (remove accrual conditions if to do so would satisfy the ratio percentage test of IRC §410(b)(1)(B) for purposes of plan-wide coverage testing)

**67. AND limit past service** to (skip to **68** if **10d**, **51e**, **66a** or **66c** selected)

- a.  No limitation
- b.  Limit: \_\_\_\_\_ years past service (Safe Harbor is 5 years or less)
- c.  Amended Plan and \_\_\_\_\_ years past service prior to effective date of restatement (Safe Harbor is 5 years or less) (may not select with **10a**)

If **c.** selected, past service applies to:

1.  only increases in Accrued Benefits
2.  all Accrued Benefits

**Note:** Review Reg. 1.401(a)(4)-5(a)(3) for five years Safe Harbor for certain grants of benefits for past periods.**68. Floor-Offset.** Is this plan part of a floor-offset arrangement?

- a.  No
- b.  Yes, floor-offset arrangement with: \_\_\_\_\_  
(Name of offset-plan) (see Reg. 1.401(a)(4)-8(d)) (may not be selected with **21b1**)

**Note:** If **10d** (cash balance) selected, the plan must satisfy Regulation 1.401(a)(4)-8(d) as described by IRS Revenue Procedure 2015-36).**69. Accrual Commencement.** Are two years of service required before benefit accruals commence? (skip if **10d**, **34b2e** or **51e**)

- a.  No
- b.  Yes

**70. Accrued Benefit (AB) Fresh-Start Rule**

**Has the plan applied a fresh start to the benefit formula?** (skip to 72 if new plan (10a) or cash balance conversion (10d2) selected)

- a.  N/A (select if Plan has never used a Fresh-Start Rule after 1988 or the Fresh-Start Rule used after 1988 is no longer operational) (skip to 72)
- b.  Frozen AB before Fresh-Start Date, or AB after Fresh-Start Date based on current benefit formula and credited service before and after Fresh-Start Date, whichever is greater - Reg. 1.401(a)(4)-13(c)(4)(ii)
- c.  Frozen AB before Fresh-Start Date plus AB after Fresh-Start Date based on current benefit formula and credited service after Fresh-Start Date - Reg. 1.401(a)(4)-13(c)(4)(i) (may not be selected with 66a, 66b, 66c or 66e)
- d.  Greater of c. above, or AB after Fresh-Start Date based on current benefit formula and credited service before and after Fresh-Start Date, whichever is greater - Reg. 1.401(a)(4)-13(c)(4)(iii) (may not be selected with 66c)

**AND, is there a "Section 401(a)(17) Employee" in the Plan** – Reg. 1.401(a)(17)-1(e)(2)(i)?

- e.  No (automatically selected for new or amended plans after 12/31/93)
- f.  Yes

**Note:** If 66a, 66b or 66e is selected, then c. may not be selected.

**Note:** If 66c is selected, then c. and d. may not be selected.

**71. Frozen Accrued Benefit** adjusted for compensation increases

- a.  N/A - Fresh-Start Date benefit formula not based on compensation
- b.  No
- c.  Yes, with adjustment based on:
  - 1.  Old compensation fraction, as now set forth at Reg. 1.401(a)(4)-13(d)(8)(i), based on *annual* compensation
  - 2.  New compensation fraction, as now set forth at Reg. 1.401(a)(4)-13(d)(8)(i), based on *average* compensation
  - 3.  Reconstructed compensation for the Plan Year beginning in calendar year \_\_\_\_\_ (insert 1989, 1990, 1991, 1992, 1993 or 1994) Reg. 1.401(a)(4)-13(d)(8)(ii)

**Note:** Option c3 can only be selected if the latest Fresh-Start Date is prior to the day after the end of the 1994 plan year.

**72. Post-Severance adjustments to 415 limits:**

**Should the defined benefit compensation limitation** applicable to a Participant who has severed employment be automatically adjusted under IRC §415(d)?

- a.  Yes
- b.  No

**Should the defined benefit dollar limitation** applicable to a Participant who has severed employment be automatically adjusted under IRC §415(d)?

- c.  Yes
- d.  No

**AND** if there are 2 or more defined benefit plans, specify the manner in which the limit shall be coordinated:

- e.  Not applicable (may not be selected with 63k)
- f.  Specify: \_\_\_\_\_

**Skip to 75.**

**ACTUARIAL EQUIVALENT**

**75. Actuarial Equivalent means** amounts of equal value when computed using the following assumptions: (required for all plans, including fully-insured plans) (select one)

- a.  Plan Mortality and Interest assumptions: (if Pre-Retirement Table or Post-Retirement Table are N/A, enter "none" at a1 and a2)
  - 1.  Pre-Retirement Table: \_\_\_\_\_
  - 2.  Post-Retirement Table: \_\_\_\_\_
  - 3.  Pre-Retirement Interest: \_\_\_\_\_
  - 4.  Post-Retirement Interest: \_\_\_\_\_
- b.  The "Applicable" Mortality Table and Interest Rate (i.e., the assumptions used by law for valuing amounts other than nondecreasing annuities)

**AND**, for purposes of establishing present value to compute the top-heavy ratio, any benefit shall be discounted only for mortality and interest based on the following: (skip if 39a) (select one)

- c.  Same as above
- d.  Other \_\_\_\_\_  
(specify an interest rate percentage and a mortality table to be used for top heavy purposes)

**Note:** If 75a3 or 75a4 selected for integrated plan, interest rate, if not between 7.5% and 8.5% (inclusive) must be reasonable (1.401(l)-3(b)(4)(iii)(C)), and mortality must be based on a standard mortality table as described in 1.401(a)(4)-12.

**Skip to 77.**

**77. The time for determining the applicable interest rate** shall be based on a "look-back month" and "stability period" of:

**"Look-back month"** preceding the first day of the "stability period":

- a.  first month
- b.  second month
- c.  third month
- d.  fourth month
- e.  fifth month
- f.  average rate for two months:
  - 1.  1st and 2nd months
  - 2.  2nd and 3rd months
  - 3.  3rd and 4th months
  - 4.  4th and 5th months
- g.  average rate for three or more months:
  - 1.  1st, 2nd and 3rd months
  - 2.  1st, 2nd, 3rd and 4th months
  - 3.  1st, 2nd, 3rd, 4th and 5th months
  - 4.  2nd, 3rd and 4th months
  - 5.  2nd, 3rd, 4th and 5th months
  - 6.  3rd, 4th and 5th months

**"Stability period"** in which the applicable interest rate remains constant:

- h.  one calendar month
- i.  one plan quarter
- j.  one calendar quarter
- k.  one plan year
- l.  one calendar year

**OTHER PPA, HEART, WRERA, and IRC 436 ELECTIONS**

**78. Are there in-service distributions?** (select one) (see also options 97b and 97c)

- a.  In-service distributions are not permitted (except as necessary to satisfy IRC §415 with respect to post-NRA accruals, when applicable)
- b.  In-service distributions may be made to a Participant who has reached (select one):
1.  Normal Retirement Age
  2.  Age 62
  3.  Other: \_\_\_\_\_ (between age 62 and NRA)

**AND**, is there a special retroactive effective date? (skip if **78b1**) (skip unless **12b**)

4.  Special effective date. Effective as of \_\_\_\_\_ (may not be earlier than the first day of the 2007 plan year)
5.  The first day of the 2007 plan year \_\_\_\_\_

**Skip to 80.**

**80. Other transitional elections.**

**Applicable Mortality Table.** Effective date of applicable mortality table for computing 415 limits. (Default: Effective for years beginning after December 31, 2008, unless an earlier date is specified at a. below) (leave blank if default applies) (may not be selected unless **12b**)

- a.  \_\_\_\_\_ (may be a year beginning after December 31, 2007 and before January 1, 2009, or to any portion of such year) (leave blank if no special date)

**Continued benefit accruals** under the HEART Act will *not* apply unless elected below: (select one)

- b.  Provide for continued benefit accruals

**Effective date** if other than January 1, 2007: (leave blank if no special date) (may not be selected unless **12b**)

1.  \_\_\_\_\_ (enter date)

However, the provisions no longer apply effective as of: (select if applicable)

2.  \_\_\_\_\_ (enter date)

**Non-spousal rollovers.** Non-spousal rollovers are permitted after December 31, 2006 unless c. elected below; such distributions are always permitted after December 31, 2009): (may not be selected unless **12b**)

- c.  Use the following instead of the default:
1.  Permitted effective: \_\_\_\_\_ (may be a year beginning after December 31, 2006 and before January 1, 2009, or any portion of such year)

**81. IRC §436 Benefit Restrictions**

**Treatment of Plan as of Close of Prohibited or Cessation Period**

Unless otherwise elected below, accruals that had been limited under IRC §436(e) will be automatically restored when the limitation ceases to apply.

- a.  Accruals will only continue prospectively after the limitation ceases to apply
- b.  All accruals under the Plan will cease even after the limitation ceases to apply

**Accelerated benefit distributions.** Unless otherwise elected below, there is no new "annuity starting date" with respect to payments made as a result of the benefit limitations no longer being applicable, and there are no optional forms of benefit that are only available for the period of the benefit restrictions (select if applicable):

- c.  Use the following instead of the default (select all that apply):
1.  A participant who makes such a new election is treated as having a new "annuity starting date"
  2.  The following optional forms of benefit are only available during the period in which Regulations Section 1.436-1(d)(1), (d)(2) or (d)(3) applies to limit prohibited payments under the Plan (specify): \_\_\_\_\_

**Skip to 84.****MISCELLANEOUS**

**84. ACP Testing.** Method for determining NHCP's actual contribution ratio. Indicate whether the current OR prior year testing method is used to calculate the ACP (skip to **85** unless **21d1** selected)

- a.  Current year
- b.  Prior year

**However**, regardless of the above, for the first year if a new plan or for the first year as a 401(m) Plan:

- c.  use the following method to determine NHCP's actual contribution ratio
1.  3% for prior year (a prior-year test election)
  2.  current year for the first Plan Year
- d.  N/A (this is an existing 401(m) Plan)

**85. Highly Compensated Employee.** Use the top-paid group and/or calendar year data election?

- a.  No
- b.  Yes, select one or more of the options below
1.  Top-paid group election: HCE only includes the top 20% of employees ranked by compensation
  2.  Make the calendar year the "look-back year" when the Plan Year is NOT a calendar year

**86. Does (or did) the Plan accept Rollovers?**

- a.  No (skip to **87**)
- b.  Yes
1.  Currently permit rollover contributions from all currently employed participants
  2.  No current contributions, but accounts must be retained (may not be selected with **10a**)

**AND**, the Plan will also accept rollovers from the following (select all that apply): (skip unless **86b1**)

3.  Participants who are not currently employed
4.  Eligible Employees expected to enter the Plan

**AND**, may distributions from the rollover account be made at any time?

- c.  No
- d.  Yes

**AND**, should rollover contributions be excluded from determining the value of the Participant's nonforfeitable accrued benefit for purposes of any \$5,000 threshold for all purposes other than mandatory distributions (**Q103**)?

- e.  No (i.e., include rollovers) or N/A
- f.  Yes, exclude rollover contributions

**87. Were deductible QVECs** permitted prior to 1/1/87?

- a.  No OR N/A (e.g., new Plan effective after 12/31/86)
- b.  Yes (may not be elected with **10a**)

**Skip to 89.**

**89. May Participant loans be made?**

- a.  No
- b.  Yes (may not select with **66e**)

**90. Will the Plan permit directed investments?**

- a.  No
- b.  Yes (may only be selected with **21b1 21d, 86b** or **87b**)

**Skip to 92.**

**92. Excess assets** upon Plan termination shall be:

- a.  Reallocated to Participants
- b.  Returned to Employer
- c.  Returned to Employer but only effective 5 years after adoption

**RETIREMENT AND DISABILITY**

**93. Normal Retirement Age (NRA)**

- a.  \_\_\_\_\_ birthday (not less than 55, and not to exceed 65th)  
**OR**, if later, the first day of the plan year containing the (select one of **b. - e.** (and **f.** if applicable))
- b.  N/A
- c.  \_\_\_\_\_ anniversary (not to exceed 5th) of joining Plan
- d.  \_\_\_\_\_ anniversary (not to exceed 5th) of joining Plan, but in no event later than his **1.** \_\_\_\_\_ birthday (may not be selected with **51b**)
- e.  \_\_\_\_\_ anniversary (not to exceed 5th) of joining Plan, but in no event later than his **1.** \_\_\_\_\_ birthday or the **2.** \_\_\_\_\_ anniversary of joining the Plan, if later (may not be selected with **51b**)

**Note:** Options **d.** and **e.** do not provide a uniform normal retirement benefit, and cannot be used as part of a design-based safe harbor.

- f.  Prior to May 22, 2007, NRA was (or could have been) younger than that indicated above. The above definition first applies: (may not be selected with **10a** or **12a**) (select one)

- 1.  May 22, 2007
- 2.  Other: \_\_\_\_\_  
(specify a date not earlier than May 22, 2007, and not later than the first day of the first plan year beginning after June 30, 2008)

**Note:** Effective as of the first day of the first Plan Year beginning after June 30, 2008, the normal retirement age must comply with Regulation 1.401(a)-1(b)(4), not be earlier than the earliest retirement age that is reasonably representative of the typical retirement age for the industry in which the participants work, but in no event earlier than age 55. Age 62 or older automatically meets this requirement. There is no reliance on the definition of NRA unless the specified age is at least age 62.

**94. Normal Retirement Date (NRD)**

- a.  First day of the month on or next following NRA
- b.  First day of the month nearest NRA
- c.  Anniversary Date on or next following NRA (may not be selected with **51b**)
- d.  Anniversary Date nearest NRA
- e.  Participant's NRA

**Note:** Option **c.** does not provide a uniform normal retirement age within the meaning of Reg. 1.401(a)(4)-3(b)(2)(i). See section (4) of the definition of "uniform normal retirement age" at Reg. 1.401(a)(4)-12.

**95. Early Retirement Date**

- a.  None provided (skip to **96**) (may not be selected with **46c**)
- b.  First day of the month coinciding with or next following...
- c.  Anniversary Date coinciding with or next following...

**the date** on which a Participant reaches

- d.  age \_\_\_\_\_

**AND**, completion of (select one if applicable)

- 1.  \_\_\_\_\_ Years of Service

**A Year of Service (or Period)** means a Year of Service (or Period) for:

- a.  vesting (may not be selected with **26a**)
- b.  eligibility (may not be selected with **25a**)
- 2.  \_\_\_\_\_ (e.g., "10th") anniversary of joining Plan

**AND**, Early Retirement Benefit is equal to Accrued Benefit

- e.  Reduced by 1/15 1st five years, 1/30 next five years
- f.  Actuarial Equivalent of Accrued Benefit
- g.  Reduced by 1/2 of 1% for each month early retirement precedes NRD (may not be selected with **51b** and **52b**)
- h.  Unadjusted Accrued Benefit (no reduction)
- i.  Reduced by 5/9 of 1% for each of the first 60 complete calendar months, and 5/18 of 1% for each complete calendar month in excess of 60 calendar months, that early retirement precedes NRD
- j.  Other: \_\_\_\_\_  
(may not discriminate in favor of Highly Compensated Employees and must be applied uniformly to all Participants)

**Note:** If **51b** selected, then option **g.** will not provide permitted disparity.

**96. Disability of Participants to be determined**

- a.  No disability benefits provided (may not be selected with **46b**) (skip to **97**)
- b.  By a physician
- c.  Under the Social Security Act

**AND, Disability Retirement Benefit** is equal to:

- d.  Value of total prior contributions under typical individual level premium cost method
- e.  Early Retirement Benefit without regard to age and service requirements (may not select with **95a**)
- f.  100% of Actuarial Equivalent of Accrued Benefit

**97. Post-NRA accruals** shall be:

- a.  The greater of accrued benefit or actuarial equivalent of prior year's benefit
- b.  Paid as though the Participant had actually retired, plus additional accruals
- c.  At Participant's election, **a.** or **b.** above

**98. Suspension of benefits** shall be:

- a.  N/A (suspension rules do not apply)
- b.  For new Plans or for existing Plans restating an identical suspension of benefits provision, the suspension of benefit rules apply to:
  - 1.  all participants
  - 2.  only those participants whose benefits, if actuarially increased, would exceed the limitations of IRC §415
- c.  Plans where a suspension of benefits option is being added or expanded, the suspension of benefit rules apply to (may not be selected with **10a**):
  - 1.  employees who commence participation in the Plan on or after the later of the adoption date or the effective date of the suspension of benefit rules
  - 2.  benefits that accrue after the later of the adoption date or effective date of the suspension of benefits rules

**Skip to 101.**

**DISTRIBUTIONS**

**101. Distributions may be made in:**

- a.  Cash only (except for insurance or annuity contracts)
- b.  Cash or property (may not be selected with **66e**)

**102. Time of termination distribution** (other than cash-out distributions described at **Q103**)

- a.  Only upon death, disability or retirement
- b.  As soon as feasible after termination of employment
- c.  Only after Participant incurs 1-year break in service
- d.  \_\_\_\_\_ months after termination of employment
- e.  On or after the Anniversary Date following termination of employment

**Time of termination distribution of amounts less than \$5,000**

- f.  The same time as indicated above  
 g.  As soon as feasible after termination of employment  
 h.  Only after Participant incurs 1-year break in service  
 i.  \_\_\_\_\_ months after termination of employment  
 j.  On or after the Anniversary Date following termination of employment

**103. Involuntary cash-out distributions in the form of a lump sum**

**Does the Plan** provide for immediate *mandatory* distributions (i.e., involuntary distributions)?

- a.  No, Participant consent is required for all distributions (NO mandatory distributions)  
 b.  Yes, Participant consent is needed only if the distribution exceeds:  
 1.  \$5,000  
 2.  \$1,000  
 3.  \$\_\_\_\_\_ (may not exceed \$1,000)

**Note:** If 2. or 3. selected, rollovers will be included in determining the threshold for Participant consent regardless of elections made at **86e - f**.

**Note:** Even if there are no mandatory cash-out distributions, the Plan provides that immediate distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums. Such amounts will be paid at the time specified at **Q102**.

**104. Minimum distributions. Upon the death** of the Participant prior to receiving any benefits shall:

- a.  begin within 1 year of death, with spousal exception\*  
 b.  be made within 5 years of death for all beneficiaries  
 c.  be made within 5 years for nonspouse, with spousal exception\*  
 d.  be made (under lifetime method or 5-year method) pursuant to the election of the Participant or beneficiary  
 e.  N/A (**113a** will be selected)

\*spousal exception permits delay in the start of death benefit payments until participant would have attained 70 1/2.

**AND, for minimum distributions prior to death**, the Plan will permit changes to a period-certain annuity period once annuity payments have commenced unless elected below (subject to restrictions on accelerating RMDs).

- f.  A Participant may not elect a change in the period-certain, except to the extent that the acceleration of such payments violates the RMD requirements (which will generally occur except in limited circumstances in accordance with Regulations §1.401(a)(9)-6, Q&A-13 & Q&A 14)

**105. If no valid designation of beneficiary exists**, the Plan's death benefit (in excess of the minimum spouse's death benefit, if any) will be paid to (skip to **106** if **104e**)

- a.  the Participant's estate  
 b.  the Participant's surviving spouse, or if none, then to the Participant's children (per stirpes), or if none, then to the Participant's parents, or if none, then to the Participant's estate

**AND**, shall divorce revoke any designation of beneficiary to the spouse (at the time the designation was made)?

- c.  No  
 d.  Yes

**106. Minimum distributions** shall be the later of age 70 1/2 or retirement (except for 5% owners)

- a.  Yes--Plan initially effective after 12/31/96  
 b.  Yes--Plan existed prior to 1/1/97 **AND** the plan permits participants employed past their Normal Retirement Date to elect to receive payment of their benefits immediately (may select only if **97b** or **97c** selected) (may not be selected with **10a**)  
 c.  No--Plan existed prior to 1/1/97 (keep pre-1997 distribution rules) **BUT** also add the following SBJPA rules specified below (may not be selected with **10a**)

**SBJPA rules.** If c. selected, select d. OR e. and/or f. OR both e. and f.

- d.  None--keeping pre-1997 distribution rules  
 e.  For participants (other than 5% owners) add the option to defer commencement of benefits if still employed after attaining age 70 1/2. (select one)  
 1.  Upon payment recommencement, the original annuity starting date is retained. No spousal consent is required to stop and recommence payments.  
 2.  Upon payment recommencement, provide for a new annuity starting date. Spousal consent is required if minimum distributions were being paid as a QJSA.  
 f.  Provide for the elimination of pre-retirement distributions to participants (other than 5% owners) who reach age 70 1/2 after calendar year 1998

**107. Skip to 109.****109. Retroactive Annuity Starting Date**

- a.  No (skip to next question)  
 b.  Yes, plan provides for retroactive annuity starting dates

**Limitations on election of Retroactive Annuity Starting Date.** The following limitations apply:

- c.  No limitations  
 d.  \_\_\_\_\_

(e.g., a retroactive annuity starting date may only be elected by those Participants who do not elect a single sum payment)

**110. Qualified Joint and Survivor Annuities** (select one) (skip if **61c** selected):

- a.  Joint and 50% survivor annuity  
 b.  Joint and 100% survivor annuity

**111. Distribution Options in lieu of Joint & Survivor Annuities** (other than cash-out distributions) (select all that apply)

- a.  Lump sum  
 b.  Installments  
 c.  Annuities  
 1.  Any form of annuity  
 2.  Only the following forms of annuity (select all that apply)

**AND**, indicate the specific forms of annuity to be provided (select all that apply) (NOTE that plan automatically provides QOSA alternative for married participants)

- a.  Straight life annuity  
 b.  5 years certain and life  
 c.  10 years certain and life  
 d.  15 years certain and life  
 e.  20 years certain and life  
 f.  Joint and 50% Survivor  
 g.  Joint and 66 2/3% Survivor  
 h.  Joint and 75% Survivor  
 i.  Joint and 100% Survivor  
 j.  Straight life with reduction upon receipt of Social Security benefits  
 k.  Other: \_\_\_\_\_ (the annuity must be currently available to all Participants benefiting under the Plan and may not be subject to Employer discretion)

- d.  Partial Payments (ad hoc distributions)  
 1.  But only for in-service distributions (may be selected only if **78b** selected)

**AND** if lump sums are permitted and there are other forms of distribution, may a Participant receiving periodic payments elect to receive the actuarial value of the remaining payments as a lump sum distribution? (skip unless **111a** selected with either **111b** or **111c** selected)

- e.  No  
 f.  Yes, except that once payments have begun over a period certain or as an annuity, the amount of the payments under the period certain or annuity cannot be increased except in limited circumstances in accordance with Regulations §1.401(a)(9)-6, Q&A-13 & Q&A 14

**Value of lump sum distributions of early retirement benefits.** If lump sum distributions are permitted and a distribution is payable upon early retirement, what is the value of the lump sum distribution? (skip unless **111a** selected with either **95b** or **95c** selected)

- g.  the actuarial value of the accrued benefit that would be payable at normal retirement age
- h.  the actuarial value of the accrued benefit payable (if not equal to the amount described in the preceding option) at early retirement date
- i.  the greater of the values under the preceding two options

**112. Death Benefits**

- a.  Only the minimum ("REA") spousal death benefit is provided (skip to **113**)
- b.  Defined death benefits, but with no insurance (select one then skip to **113**) (may not be selected with **104e**)
  - 1.  Actuarial Equivalent of Accrued Benefit
  - 2.  Value of total prior contributions (if greater than 1.)
  - 3.  \_\_\_\_\_ times monthly benefit (not to exceed 100 times)
- c.  Defined death benefits, with optional insurance (select one) (may not be selected with **104e**)
  - 1.  Proceeds of policies ONLY
  - 2.  Proceeds of policies PLUS a. or b. below
    - a.  Actuarial Equivalent of Accrued Benefit
    - b.  Value of Total Prior Contributions
  - 3.  Greater of policy proceeds OR a. or b. below
    - a.  Actuarial Equivalent of Accrued Benefit
    - b.  Value of Total Prior Contributions
- d.  Defined death benefits, with mandatory insurance (insurance required) (may not be selected with **104e**)
  - 1.  \_\_\_\_\_ times monthly benefit (not to exceed 100 times)
  - 2.  \_\_\_\_\_ times monthly benefit (not to exceed 100 times)  
PLUS a. or b. below
    - a.  Actuarial Equivalent of Accrued Benefit
    - b.  Value of Total Prior Contributions
  - 3.  The greater of \_\_\_\_\_ times monthly benefit OR a. or b. below (not to exceed 100 times)
    - a.  Actuarial Equivalent of Accrued Benefit
    - b.  Value of Total Prior Contributions

**AND if insurance benefits**, should the insurance proceeds be reduced by the policy's cash surrender value? (skip if **112a** or **112b**)

- e.  No
- f.  Yes

**113. Death Benefit Distribution Options** (for amounts over \$5,000) (select a. or one or more from b. - d.)

- a.  No other options (may only be selected with **112a**) (there is no beneficiary other than a surviving spouse, who must receive an annuity) (skip to **118**) (may not be selected with **104a**, **104b**, **104c** or **104d**)
- b.  Lump sums (may not be selected with **104e**) (may not be selected with **113a**)
- c.  Installments (may not be selected with **104e**) (may not be selected with **113a**)
- d.  Annuities (must select 1. or 2.) (may not be selected with **104e**) (may not be selected with **112a** or **113a**)
  - 1.  All of the following forms of annuity
  - 2.  Only the following forms of annuity (select all that apply)
    - a.  straight life annuity
    - b.  5 years certain and life
    - c.  10 years certain and life
    - d.  15 years certain and life
    - e.  20 years certain and life
    - f.  Straight life annuity, with reduction upon receipt of Social Security benefits
- e.  Partial Payments (ad hoc distributions) (may not be selected with **104e** or **113a**)

**AND** if lump sums are permitted and there are other forms of distribution, may a beneficiary receiving periodic payments elect to receive the actuarial value of the remaining payments as a lump sum distribution? (skip unless **113b** selected with **113c** or **113d**)

- f.  No
- g.  Yes

**114. Policies to be purchased** (select a. or all that apply at b. - c.) (skip to **115** if **112b** selected, skip to **118** if **112a** selected)

- a.  N/A
- b.  only for Participants who have completed \_\_\_\_\_ Plan Years of Service
- c.  only in multiples of \$ \_\_\_\_\_

**Note:** If b. or c. selected, nondiscrimination testing under Regulation 1.401(a)(4)-4 might be required.

**115. Death Benefits shall be limited to:**

- a.  greater of 100 times monthly benefit or
  - 1.  reserve under typical level premium cost method
  - 2.  actuarial equivalent of accrued benefit
- b.  100 times the monthly benefit
- c.  the reserve calculated under a typical level premium cost method
- d.  Rev. Rul. 74-307 insurance plus reserve calculated under typical level premium cost method (may not be selected with **112b**)
- e.  N/A (may be selected only if **112b1** or **112b2** has been selected)

**116. Qualified Pre-Retirement Survivor Annuity (QPSA)** shall be equal to: (skip if **113a**)

- a.  The minimum spouse's death benefit (based on survivor % in QJSA)
- b.  100% of the Participant's death benefit

**Skip to 118.**

**OTHER PERMITTED ELECTIONS**

**118. Miscellaneous Elections** (select all that apply, if applicable)

- a.  **Rule of parity.** Exclude rule of parity (all years count)
- b.  **Change in eligibility.** If eligibility is being made more strict as of the effective date of the restatement, then all Participants must meet the new requirements, rather than being grandfathered (may not be selected with **10a**)
- c.  **Deemed 125 compensation.** Amounts included in compensation because of an election under Code §125(a) shall include deemed 125 compensation as described by IRS Revenue Ruling 2002-27.
- d.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_  
This definition shall apply for all Plan purposes other than those mandated by Code §401(a) such as the required minimum distribution provisions and qualified joint and survivor annuity provisions.
- e.  **All IRC 410(b)(6)(C) events:** Do not exclude (i.e., include) employees who are acquired in any 410(b)(6)(C) transaction (may not be selected with **118f**)
- f.  **Specific IRC 410(b)(6)(C) events:** Do not exclude (i.e., include) employees who are acquired in a specific 410(b)(6)(C) transaction: \_\_\_\_\_ (specify transaction) (may not be selected with **118e**)

**Skip to 120.**

**HISTORICAL RULES**

**Skip to 130 if 10a.**

**120. SBJPA Transitional Rules Regarding "Old Law" Benefits**

Are "old-law" benefits under the pre-GATT 415 limits being protected?

- a.  N/A (e.g., plan was not adopted and effective prior to December 8, 1994) (skip to **121**)
- b.  No, the new limits were applied to all benefits (skip to **121**) (may not be selected with **10a**)
- c.  Yes (may not be selected with **10a**)

**Note:** **120c through 120i** must be elected in accordance with the provisions of an amendment that was timely adopted as described by IRS Rev. Rul. 98-1.

To which benefits did the SBJPA changes to IRC §415(b)(2)(E) apply? (select one)

- d.  Benefits accrued under the plan on and after the first day of the "limitation year" beginning in 1995
- e.  Benefits accrued under the plan on and after 8/20/96
- f.  Benefits accrued under the plan on and after \_\_\_\_\_ (must be after 8/20/96 and not later than the first day of the "limitation year" beginning in 2000)

**AND**, how are the section 415 limitations applied to a benefit if Section 415(b)(2)(E) changes are not applied to the "old law benefit" as of the "freeze date"? See Rev. Rul. 98-1, Q-14. (select one)

- g.  Method 1 – sum of
- h.  Method 2 – with wearaway
- i.  Method 3 – extended wearaway

**121. GUST family aggregation** was eliminated, unless otherwise indicated below: (skip if **10a**, **47a** or **51b**)

- a.  Plan existed prior to 1/1/97 AND the employer chose, in the GUST restatement, to retain the pre-GUST family aggregation rules under IRC §414(q) (6) prior to its repeal (and such election remains in effect)

**Note:** The plan cannot be treated as a design-based safe harbor plan if this election is made.

**122. Pension Funding Equity Act of 2004 (PFEA)** (skip unless **12b**). The interest rate change (5.5%) which is used for specific adjustments for purposes of the 415 limit, applied to 2004, 2005 and any subsequent plan year as provided by law. The transition rule for 2004 did not apply unless option **a**. is selected below: (select **a**. or leave blank if defaults apply)

- a.  The **transition rule** will apply to distributions after December 31, 2003 and before January 1, 2005. The amount payable (other than nondecreasing annuities) shall not be less than the amount that would have been payable had the amount payable been determined using the GATT interest rate in effect as of the last day of the last Plan Year beginning before January 1, 2004.

Skip to 140 unless 10d selected.

**CASH BALANCE PLAN PROVISIONS****130. The Principal Credit shall equal:** (select one)

- a.  A simple uniform amount equal to:
1.  \_\_\_\_\_% of Compensation during the Principal Credit Period for each eligible participant (may not be selected with **47a**)
    - a.  apply the above percentage to only HCEs, and use \_\_\_\_\_% for all NHCEs (optional)
  2.  \$ \_\_\_\_\_ (enter dollar amount)
    - a.  apply the dollar amount for each hour of service during the Principal Credit Period (optional)
  3.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to employer discretion)
- b.  a more complex Principal Credit formula (see Question **131**) (may not be selected with **68b**)

**Note:** A Participant is only considered to be benefiting under Code §401(a)(26) if the Participant receives a meaningful benefit within the meaning of Code §401(a)(26).

**The Principal Credit Period shall be the:**

- c.  Plan month
- d.  Plan quarter
- e.  Plan year
- f.  Calendar month
- g.  Calendar quarter
- h.  Calendar year (select **e**. if the plan year is the calendar year) (may not be selected with **59b1**)

**Note:** If the Principal Credit uses Compensation, then the selection above (**135c - e**.) defines the period (the determination period) of Compensation to be used in the Principal Credit.

**Eligible Participants. The Principal Credit will be made to**

**Participants who:** (select all that apply)

- i.  are actively employed on the last day of such period (may not be selected with **e**. or **h**.)
- j.  complete 1 Year of Service (may only be selected with **e**. and either **24a1** or **27a**)
  1.  Limit this requirement to only HCEs (response optional)
- k.  complete a 12-month Period of Service during such period (may only be selected with **e**. and either **24a2** or **27b**)
  1.  Limit this requirement to only HCEs (response optional)
- l.  are employed at any time during such period (may not be selected with **i**., **j**. or **k**.)
- m.  other: \_\_\_\_\_ (must be definitely determinable and not subject to employer discretion) (may not be selected with **i**., **j**., **k**. or **l**.)

**Note:** If **e**. or **h**. is selected, **i**. may not also be selected (would violate accrual requirements under IRC §411(b)).

**AND if any conditions are imposed** (skip unless **i**., **j**. or **k**. is selected)

- n.  Any conditions imposed will be waived upon (select as many as apply (no response required))
  1.  death
  2.  disability (may not be selected with **96a**)
  3.  retirement

**For all plans that use compensation as part of the Principal Credit**, pre-participation compensation will be included in determining Principal Credits unless elected otherwise below: (skip if **47a**) (select if applicable)

o.  Exclude pre-participation compensation

**Minimum Principal Credit.** Participants will receive a minimum Principal Credit accrual for each Plan Year equal to:

- p.  N/A (no minimum (other than top heavy, when applicable))
- q.  The amount needed to provide an increase in accrued benefit of .5% of compensation at NRA using the actuarial equivalence factors in the Plan's definition of Actuarial Equivalent
- r.  Other: \_\_\_\_\_ (must be definitely determinable and must satisfy the 133 1/3% accrual method)

**Starting Principal Credit.** There is no Starting Principal Credit unless participants are to receive the following amount at the time of entry into the plan (or, if later, the start of the cash balance feature): (skip unless applicable)

- s.  Upon entry into the cash balance plan, credit the hypothetical account with the following amount: (select one)
  1.  a credit (equal to the first year's Principal Credit as a participant) for \_\_\_\_\_ years of service credit prior to the effective date of the Plan
  2.  \$ \_\_\_\_\_
  3.  Other: \_\_\_\_\_ (may be some combination of the preceding options, or some other specification that is definitely determinable and not subject to employer discretion, but may NOT be related to any cash balance conversion from a traditional benefit plan)



**131. Complex Principal Credit** (skip unless **130b** selected) (select one)

- a.  **Grouping Method.** The Principal Credit for the Principal Credit Period shall be equal to either a dollar amount or a specific percentage of each Participant's Compensation for each eligible Participant of a CLEARLY DEFINED group:
1.  Group A: \_\_\_\_\_ (select one)
    - a.  \_\_\_\_\_% of Compensation (may not be selected with **47a**)
    - b.  \$ \_\_\_\_\_
    - c.  The greater of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
    - d.  The lesser of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
  2.  Group B: \_\_\_\_\_ (select one)
    - a.  \_\_\_\_\_% of Compensation (may not be selected with **47a**)
    - b.  \$ \_\_\_\_\_
    - c.  The greater of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
    - d.  The lesser of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
  3.  Group C: \_\_\_\_\_ (select one)
    - a.  \_\_\_\_\_% of Compensation (may not be selected with **47a**)
    - b.  \$ \_\_\_\_\_
    - c.  The greater of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
    - d.  The lesser of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
  4.  Group D: \_\_\_\_\_ (select one)
    - a.  \_\_\_\_\_% of Compensation (may not be selected with **47a**)
    - b.  \$ \_\_\_\_\_
    - c.  The greater of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
    - d.  The lesser of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
  5.  Group E: \_\_\_\_\_ (select one)
    - a.  \_\_\_\_\_% of Compensation (may not be selected with **47a**)
    - b.  \$ \_\_\_\_\_
    - c.  The greater of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_
    - d.  The lesser of: (fill-in both) (may not be selected with **47a**)
      1. \_\_\_\_\_% of Compensation or
      2. \$ \_\_\_\_\_

**Note:** Attach addendum showing all of the above information (and no other information) for any additional groups.

**Note:** The Principal Credit for the Principal Credit Period shall equal a specific percentage of Compensation to each eligible participant of a CLEARLY DEFINED group, i.e., such description of each group must specify the objective criteria for determining the identity of group members and contain no element of employer discretion.

**Note:** The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under IRC §410(b).

**AND**, if a Participant shifts from one classification to another during a Plan Year, then unless elected below, the Participant will be considered as belonging to the classification that provides the greatest Principal Credit. However, if elected below, the Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment: (select if applicable)

6.  The Participant will be assigned to the classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment
- b.  **Greater of Percentage of Compensation or Dollar Amount:** (fill-in both)
  1. \_\_\_\_\_% of Compensation for all eligible participants (may not be selected with **47a**), or
  2. \$ \_\_\_\_\_
- c.  **Lesser of Percentage of Compensation or Dollar Amount:** (fill-in both)
  1. \_\_\_\_\_% of Compensation for all eligible participants (may not be selected with **47a**), or
  2. \$ \_\_\_\_\_
- d.  **Simple Schedule of Graded Principal Credits.** A principal credit in the amount of: (select one)
  1.  The following percentage of compensation: \_\_\_\_\_%
  2.  The following dollar amount: \$ \_\_\_\_\_

**AND** shall be made for each (select one):

3.  whole year of the participant's attained age
4.  year of participation (may be selected only if **130e** or **130h** selected)
5.  whole year of the participant's attained age plus each year of participation (may be selected only if **130e** or **130h** selected)
- e.  **Tiered Schedule of Graded Principal Credits.** A principal credit in the amount of: (select one)
  1.  The percentage of compensation shown in the table below
  2.  The dollar amount shown in the table below

**AND** the designated amount shall be based on: (select one)

  3.  each whole year of the participant's attained age
  4.  each year of participation (may be selected only if **130e** or **130h** selected)
  5.  each whole year of the participant's attained age plus each year of participation (may be selected only if **130e** or **130h** selected)

**AND** the following amounts shall be used for purposes of the preceding provisions

6. <input type="checkbox"/> Specify value to appear in the Table:	
	Units                      Amount
a. First _____	1. _____
b. Next _____	1. _____
c. Next _____	1. _____
d. Next _____	1. _____
e. Next _____	1. _____
f. Next _____	1. _____
g. Next _____	1. _____
h. Next _____	1. _____

**Note:** The IRS does not provide reliance on the Advisory Letter with respect to whether this formula meets the accrual rule requirements under IRC § 411(b).

**Note:** Any schedule of Principal Credits must comply with the 133 1/3% rule under IRC § 411(b)(1)(B), taking into account the minimum Principal Credits guaranteed (if any) under the options presented on this checklist. For this purpose, a plan for which the Interest Credit could be negative is permitted to assume that the Interest Credits for the current and future years will be equal to zero.

**Note:** Any schedule of graded Principal Credits designed by an adopting employer via completing blanks on the checklist (even where parameters have been included) will not afford the employer reliance from the opinion letter that such schedule satisfies the 133 1/3% accrual rule of IRC 411(b)(1)(B). An adopting employer will have reliance with respect to the 133 1/3% accrual rule of IRC 411(b)(1)(B) only if the schedule of graded Principal Credits used by the employer was specified and reviewed by the Service during the Advisory Letter process.

**132. Adjustment to Principal Credit.**

**Use partial year flat dollar amount.** Whenever an allocation to a Participant is based on a flat dollar amount, then (select if applicable)

- a.  For any Principal Credit Period, adjust for the number of hours of actual participation in proportion to the total number of potential hours during the Principal Credit Period (based on maximum of 2,000 hours annually, e.g., 500 hours for a 3-month Principal Credit Period) (may only be selected with **24a1** or **27a**)

**Partial dollar credit for year of retirement**

Whenever an allocation to a participant is based on a flat dollar amount for a 12-month period, use the prescribed dollar amount except as elected below: (select if applicable, otherwise leave blank) (skip if **130c**, **130d**, **130f** or **130g** selected)

- b.  For the year of retirement only, provide 25% of the Principal Credit for each quarter through the end of the quarter that:
1.  precedes the date of retirement
  2.  contains the date of retirement

**133. The Interest Credit Rate will be:** (select one)

- a.  A fixed rate of:
1.  1%
  2.  2%
  3.  3%
  4.  4%
  5.  5%
  6.  6%
  7.  Enter a percentage of at least 1% and not more than 6% \_\_\_\_\_%
- b.  Based on government securities (see Question **135**)
- c.  Based on the IRC 430(h)(2) segment rates (see Question **136**)
- d.  The actual rate of return (see Question **138**)

**AND** should the plan provide that the Interest Rate will be the lesser of the rate specified above or a fixed interest credit rate (skip if **133a** selected) (select only if applicable)

- e.  Use the lesser of the rate specified above or the following fixed rate (select one)
1.  1%
  2.  2%
  3.  3%
  4.  4%
  5.  5%
  6.  6%
  7.  Enter a percentage of at least 1% and not more than 6% \_\_\_\_\_%

**134. The Interest Credit Period will be:** (select one)

- a.  Plan Year
- b.  Plan quarter  
AND interest will be determined: (skip unless **133a**)
1.  as if interest were compounded 4 times a year
  2.  as the annual rate divided by 4
- c.  Plan month  
AND interest will be determined: (skip unless **133a**)
1.  as if interest were compounded 12 times a year
  2.  as the annual rate divided by 12
- d.  Calendar year
- e.  Calendar quarter  
AND interest will be determined: (skip unless **133a**)
1.  as if interest were compounded 4 times a year
  2.  as the annual rate divided by 4
- f.  Calendar month  
AND interest will be determined: (skip unless **133a**)
1.  as if interest were compounded 12 times a year
  2.  as the annual rate divided by 12
- g.  Daily  
AND interest will be determined: (skip unless **133a**)
1.  as if interest were compounded daily
  2.  as the annual rate divided by 365

**135. The government securities** for determining the Interest Credit shall be: (skip unless **133b** selected) (select one of a. through g.)

- a.  The discount rate on 3-month Treasury Bills
- b.  The discount on 1-2, or 4-12 month Treasury Bills
1.  Enter a whole number, other than 3, that is not more than 12): \_\_\_\_\_
- c.  The yield on 1-year Treasury Constant Maturities
- d.  The yield on 2-3 year Treasury Bonds
1.  2-year
  2.  3-year
- e.  The yield on 4-7 year Treasury Bonds
1.  4-year
  2.  5-year
  3.  6-year
  4.  7-year
- f.  The yield on \_\_\_\_\_ year Treasury Bonds (at least 8 and not more than 30)
- g.  PLUS the following basis points: (select one if applicable, otherwise leave blank) (may not be selected with **135f**)
1.  25
  2.  50 (may not be selected with **135e**)
  3.  75 (may not be selected with **135d-e**)
  4.  100 (may not be selected with **135d-e**)
  5.  125 (may not be selected with **135c-e**)
  6.  150 (may not be selected with **135c-e**)
  7.  175 (may not be selected with **135b-e**)
- h.  AND provide for an annual floor (guaranteed rate) of: (select one if applicable, otherwise leave blank)
1.  1%
  2.  2%
  3.  3%
  4.  4%
  5.  5%
  6.  Enter a percentage of at least 1% and not more than 5% \_\_\_\_\_%

**136. The segment rate** for determining the Interest Credit shall be the: (skip unless **133c** selected)

- a.  1st segment rate
- b.  2nd segment rate
- c.  3rd segment rate
- d.  AND the above rate will have an annual floor of: (select one if applicable, otherwise leave blank)
1.  1%
  2.  2%
  3.  3%
  4.  4%
  5.  Enter a percentage of at least 1% and not more than 4% \_\_\_\_\_%
- e.  AND the selected segment rate will reflect the adjustment for 25-year average interest rates under IRC § 430(h)(2)(C)(iv) (select if applicable, otherwise leave blank)

**AND** the look-back month will be the:

- f.  first month preceding the first day of the:
1.  Plan Year
  2.  Interest Credit Period
- g.  second month preceding the first day of the:
1.  Plan Year
  2.  Interest Credit Period
- h.  third month preceding the first day of the:
1.  Plan Year
  2.  Interest Credit Period
- i.  fourth month preceding the first day of the:
1.  Plan Year
  2.  Interest Credit Period
- j.  fifth month preceding the first day of the:
1.  Plan Year
  2.  Interest Credit Period

**137. Additional Interest Credit Provisions:**

**Partial Interest Credit.** What should the Interest Credit be when a Participant's annuity starting date occurs before the end of an Interest Credit Period? (select one of a. or b.)

- a.  The Interest Credit will be zero
- b.  The Interest Credit Rate will be determined on a pro rata basis, reflecting the portion of the Interest Credit Period before the Participant's annuity starting date

**Effective Date of Preservation of Capital** (skip if not applicable):

- c.  The plan's provisions regarding the preservation of capital shall apply to all distributions since the inception of the cash balance formula unless a special effective date applies, as follows: (leave blank if plan always provided for preservation of capital) \_\_\_\_\_ (insert a date no later than June 29, 2005, or the date the Plan became a cash balance plan, if later)

**Cumulative Floor** (skip if not applicable):

- d.  In no event will the hypothetical account balance be less than the amount that would have been determined if the Plan had used a fixed annual interest credit rate of for the period starting on the date described below, using the interest described below, and ending on the annuity starting date:
  - 1.  Beginning date: \_\_\_\_\_ (provide effective date if later than when cash balance formula became effective)
  - 2.  Fixed interest rate: (select one)
    - a.  1%
    - b.  2%
    - c.  3%
    - d.  Enter an interest rate of more than 1% and less than 3% \_\_\_\_\_%

**138. Actual Rate of Return Provisions:** (skip unless 133d selected)

The Actual Rate of Return will be determined to the following number of decimals: (select one)

- a.  none (e.g., 1% or 3%)
- b.  one decimal (e.g., 1.2% or 2.7%)
- c.  two decimals (e.g., 1.24% or 2.75%)

**AND** contributions (excluding a contribution receivable) will be included based on the actual date of such contribution(s), with weighting for the period of time between the contribution date and the end of the Interest Credit Period based on number of: (select one)

- d.  days
- e.  whole Plan Months
- f.  whole calendar months
- g.  nearest Plan Months
- h.  nearest Plan Quarters
- i.  nearest calendar months
- j.  nearest calendar quarters

**AND** in calculating the Actual Rate of Return, only distributions of benefits made during the Interest Credit Period will be reflected, and contributions receivable as of the last day of the plan year shall be treated: (select one)

- k.  as if they were made as of the last day of the plan year
- l.  as if they were made on the day each amount was actually contributed

**AND** distributions of benefits will be included in the calculation of the Actual Rate of Return with weighting for the period of time between the actual date of distribution and the end of the Interest Credit Period based on the number of: (select one)

- m.  days
- n.  whole Plan Months
- o.  whole calendar months
- p.  nearest Plan Months
- q.  nearest Plan Quarters
- r.  nearest calendar months
- s.  nearest calendar quarters

**AND** the following Plan expenses incurred for the Interest Credit Period will be included:(select one)

- t.  investment expenses paid from the Plan's Trust
- u.  administrative and investment expenses paid by the Plan's Trust
- v.  administrative and investment expenses paid by the Plan's Trust except: \_\_\_\_\_ (insert description of excluded expenses)
- w.  no administrative or investment expenses

**AND** for purposes of the first Plan Year only of the Plan, the Interest Crediting Rate shall be: (select one)

- x.  NA (not applicable)
- y.  a fixed rate of:
  - 1.  4%
  - 2.  5%
  - 3.  6%

**Skip to 140.**

**PARTICIPATING EMPLOYERS**

**140. Complete information for the Employers who are adopting the Plan as Participating Employers?**

- a.  No (skip to 165)
- b.  Yes

**AND,** (select all that apply)

- 1.  list the Participating Employers in the SPD
- 2.  include Participation Agreements for Participating Employers

**E-Sign.** Select the option below if the Participation Agreements will be signed electronically (i.e., using an e-signature) (leave blank if not applicable)

- c.  The Participation Agreements will be signed electronically (if selected, "signed electronically" will be inserted in the signature lines of the Participation Agreements)

**Cessation Only** (select if applicable)

- d.  Participation agreements are being drafted only so that at least one employer can cease participation in the plan

**141. FIRST PARTICIPATING EMPLOYER INFORMATION**

- a. Name \_\_\_\_\_  
Participation Agreement signature information (optional)
  - 1.  Name of person signing on behalf of the Participating Employer: \_\_\_\_\_
  - 2.  Email address of person signing on behalf of the Participating Employer: \_\_\_\_\_
- b. Address (Street) \_\_\_\_\_
  - 1. City \_\_\_\_\_
  - 2. State \_\_\_\_\_
  - 3. Zip \_\_\_\_\_
- c. Telephone \_\_\_\_\_
- d. Taxpayer Identification Number (TIN) \_\_\_\_\_
- e. Fiscal Year \_\_\_\_\_

**Plan Status** for this participating employer (select one) (skip if 140d)

- f.  Adopting of a new plan, effective \_\_\_\_\_
- g.  Restating existing plan, effective \_\_\_\_\_
- h.  Merger of the plan known as \_\_\_\_\_ into this plan, effective 1. \_\_\_\_\_

**Other Effective Date(s)** (select any that apply)

- i.  **Cessation Effective Date.** The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_ (enter month day, year)
- j.  **Special Effective Date(s):** \_\_\_\_\_

Will there be a second Participating Employer?

- k. No (skip to 165)
l. Yes

142. SECOND PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a third Participating Employer?

- k. No (skip to 165)
l. Yes

143. THIRD PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a fourth Participating Employer?

- k. No (skip to 165)
l. Yes

144. FOURTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a fifth Participating Employer?

- k. No (skip to 165)
l. Yes

145. FIFTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a sixth Participating Employer?

- k. No (skip to 165)
l. Yes

146. SIXTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a seventh Participating Employer?

- k. No (skip to 165)
l. Yes

147. SEVENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be an eighth Participating Employer?

- k. No (skip to 165)
l. Yes

148. EIGHTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a ninth Participating Employer?

- k. No (skip to 165)
l. Yes

149. NINTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a tenth Participating Employer?

- k. No (skip to 165)
l. Yes

150. TENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name \_\_\_\_\_  
Participation Agreement signature information (optional)
- 1.  Name of person signing on behalf of the Participating Employer: \_\_\_\_\_
- 2.  Email address of person signing on behalf of the Participating Employer: \_\_\_\_\_
- b. Address (Street) \_\_\_\_\_
- 1. City \_\_\_\_\_
- 2. State \_\_\_\_\_
- 3. Zip \_\_\_\_\_
- c. Telephone \_\_\_\_\_
- d. Taxpayer Identification Number (TIN) \_\_\_\_\_
- e. Fiscal Year \_\_\_\_\_

Plan Status for this participating employer (select one) (skip if 140d)

- f.  Adopting of a new plan, effective \_\_\_\_\_
- g.  Restating existing plan, effective \_\_\_\_\_
- h.  Merger of the plan known as \_\_\_\_\_ into this plan, effective 1. \_\_\_\_\_

Other Effective Date(s) (select any that apply)

- i.  Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_ (enter month day, year)
- j.  Special Effective Date(s): \_\_\_\_\_

Will there be an eleventh Participating Employer?

- k.  No (skip to 165)
- l.  Yes

151. ELEVENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name \_\_\_\_\_  
Participation Agreement signature information (optional)
- 1.  Name of person signing on behalf of the Participating Employer: \_\_\_\_\_
- 2.  Email address of person signing on behalf of the Participating Employer: \_\_\_\_\_
- b. Address (Street) \_\_\_\_\_
- 1. City \_\_\_\_\_
- 2. State \_\_\_\_\_
- 3. Zip \_\_\_\_\_
- c. Telephone \_\_\_\_\_
- d. Taxpayer Identification Number (TIN) \_\_\_\_\_
- e. Fiscal Year \_\_\_\_\_

Plan Status for this participating employer (select one) (skip if 140d)

- f.  Adopting of a new plan, effective \_\_\_\_\_
- g.  Restating existing plan, effective \_\_\_\_\_
- h.  Merger of the plan known as \_\_\_\_\_ into this plan, effective 1. \_\_\_\_\_

Other Effective Date(s) (select any that apply)

- i.  Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_ (enter month day, year)
- j.  Special Effective Date(s): \_\_\_\_\_

Will there be a twelfth Participating Employer?

- k.  No (skip to 165)
- l.  Yes

152. TWELFTH PARTICIPATING EMPLOYER INFORMATION

- a. Name \_\_\_\_\_  
Participation Agreement signature information (optional)
- 1.  Name of person signing on behalf of the Participating Employer: \_\_\_\_\_
- 2.  Email address of person signing on behalf of the Participating Employer: \_\_\_\_\_
- b. Address (Street) \_\_\_\_\_
- 1. City \_\_\_\_\_
- 2. State \_\_\_\_\_
- 3. Zip \_\_\_\_\_
- c. Telephone \_\_\_\_\_
- d. Taxpayer Identification Number (TIN) \_\_\_\_\_
- e. Fiscal Year \_\_\_\_\_

Plan Status for this participating employer (select one) (skip if 140d)

- f.  Adopting of a new plan, effective \_\_\_\_\_
- g.  Restating existing plan, effective \_\_\_\_\_
- h.  Merger of the plan known as \_\_\_\_\_ into this plan, effective 1. \_\_\_\_\_

Other Effective Date(s) (select any that apply)

- i.  Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_ (enter month day, year)
- j.  Special Effective Date(s): \_\_\_\_\_

Will there be a thirteenth Participating Employer?

- k.  No (skip to 165)
- l.  Yes

153. THIRTEENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name \_\_\_\_\_  
Participation Agreement signature information (optional)
- 1.  Name of person signing on behalf of the Participating Employer: \_\_\_\_\_
- 2.  Email address of person signing on behalf of the Participating Employer: \_\_\_\_\_
- b. Address (Street) \_\_\_\_\_
- 1. City \_\_\_\_\_
- 2. State \_\_\_\_\_
- 3. Zip \_\_\_\_\_
- c. Telephone \_\_\_\_\_
- d. Taxpayer Identification Number (TIN) \_\_\_\_\_
- e. Fiscal Year \_\_\_\_\_

Plan Status for this participating employer (select one) (skip if 140d)

- f.  Adopting of a new plan, effective \_\_\_\_\_
- g.  Restating existing plan, effective \_\_\_\_\_
- h.  Merger of the plan known as \_\_\_\_\_ into this plan, effective 1. \_\_\_\_\_

Other Effective Date(s) (select any that apply)

- i.  Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_ (enter month day, year)
- j.  Special Effective Date(s): \_\_\_\_\_

Will there be a fourteenth Participating Employer?

- k.  No (skip to 165)
- l.  Yes

154. FOURTEENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a fifteenth Participating Employer?

- k. No (skip to 165)
l. Yes

155. FIFTEENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a sixteenth Participating Employer?

- k. No (skip to 165)
l. Yes

156. SIXTEENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a seventeenth Participating Employer?

- k. No (skip to 165)
l. Yes

157. SEVENTEENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be an eighteenth Participating Employer?

- k. No (skip to 165)
l. Yes

158. EIGHTEENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a nineteenth Participating Employer?

- k. No (skip to 165)
l. Yes

159. NINETEENTH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Will there be a twentieth Participating Employer?

- k. No (skip to 165)
l. Yes

160. TWENTIETH PARTICIPATING EMPLOYER INFORMATION

- a. Name
Participation Agreement signature information (optional)
1. Name of person signing on behalf of the Participating Employer:
2. Email address of person signing on behalf of the Participating Employer:
b. Address (Street)
1. City
2. State
3. Zip
c. Telephone
d. Taxpayer Identification Number (TIN)
e. Fiscal Year

Plan Status for this participating employer (select one) (skip if 140d)

- f. Adopting of a new plan, effective
g. Restating existing plan, effective
h. Merger of the plan known as into this plan, effective 1.

Other Effective Date(s) (select any that apply)

- i. Cessation Effective Date. The Participating Employer is ceasing its participation in the Plan effective as of:
j. Special Effective Date(s):

Skip to 165.

AMENDMENTS

165. Bifurcation Amendment. If selected below, the plan applies the "partial annuity" rules of IRS Notice 2017-44 (note that there is no retroactive 411(d)(6) except in accordance with that Notice)? (select if applicable)

- a. Yes, effective for annuity starting dates after:
1. the effective date of Plan
2. the effective date of this restatement (may not be selected with 10a):
3. Other:

AND, are there any limitations? (may be selected only with 111a, 111b or 111d)

- 4. A participant may elect to receive any portion of their accrued benefit in any of the optional forms of benefit unless limited below:
a. (e.g., no more than one-half of the participant's accrued benefit may be paid as a lump sum)

Skip to 180.

180. QDIA. Include Qualified Default Investment Alternative?

- (skip if plan does NOT provide for directed investments (90a))
a. No (skip to 190)
b. Yes
1. I wish to skip c. - i.; these will be completed in participant notices at a later time (skip to 190)
The basic QDIA(S) are: (select one of c. or d.)
c. Single Primary QDIA (skip to e.)

(insert name of the primary QDIA)

Primary QDIA characteristics (select all that apply)

- 1. Investment objectives:
2. Risk/return characteristics:
3. Fees/expenses:



- d.  **Multiple Primary QDIA**  
 QDIA characteristics (select all that apply)
1.  Investment objectives: \_\_\_\_\_
  2.  Risk/return characteristics: \_\_\_\_\_
  3.  Fees/expenses: \_\_\_\_\_
  4.  Description of Investments (select all that apply)
- | Year of NRA | Name of Investment |
|-------------|--------------------|
| a. _____    | 1. _____           |
| b. _____    | 1. _____           |
| c. _____    | 1. _____           |
| d. _____    | 1. _____           |
| e. _____    | 1. _____           |
| f. _____    | 1. _____           |
| g. _____    | 1. _____           |
| h. _____    | 1. _____           |
| i. _____    | 1. _____           |
| j. _____    | 1. _____           |

- Transitional QDIAs**
- e.  Yes (select all that apply or leave blank if not applicable)
1.  Grandfathered (pre-12/24/07) QDIA: (may not be selected with 10a)  
 \_\_\_\_\_ (insert name)
  2.  Short-term QDIA (120 day maximum):  
 Short-term QDIA characteristics (select all that apply)
- a.  Investment objectives: \_\_\_\_\_
  - b.  Risk/return characteristics: \_\_\_\_\_
  - c.  Fees/expenses: \_\_\_\_\_

- Frequency of opt-out election.** Participants are allowed to elect out of the default investment (select one):
- f.  at any time
  - g.  quarterly
  - h.  Other: \_\_\_\_\_ (must be at least quarterly)

- Fees/restrictions.** The following fees and/or restrictions will apply for transfers out of the default election:
- i.  \_\_\_\_\_

Skip to 190.

**DOCUMENT REQUESTS**

190. **Include the following amendment with the Plan Document:** (may be selected only if 165a)

- a.  Bifurcation Amendment (i.e., IRS Notice 2017-44 "partial annuities")

191. **Basic Supporting Forms**

- a.  No basic forms (other than annual notices at Q198)
- b.  Includes all forms--SPD-8.5 x 11, Short Form Q&A, Annual Notices, Tax Notices (402(f)), Administrative Forms with Guide, Resolution, Notice and Index
- c.  Select Individual Forms
  1.  SPD-8.5 x 11
    - a.  Short Form Q&A
  2.  Resolution
  3.  Annual Investment Notice
  4.  Tax Notices (402(f))
  5.  Administrator's Guide
  6.  Index (plan must also be selected)
  7.  Administrative Forms (select all that apply)
    - a.  General Forms
    - b.  Distribution Forms (General)
    - c.  Distribution Forms (Death)
    - d.  Distribution Forms (In-Service)
    - e.  Loan Forms (applies only if loans to Participants are permitted) (may select only if 89b)

192. **Additional Supporting Forms**

- a.  No additional forms
- b.  Also include the following forms:
  1.  reserved
  2.  reserved
  3.  reserved
  4.  Appendix for Rollovers from other plans (appears at the end of the SPD; applies only if Plan accepts rollovers) (may only be selected with 86b)

**To the Plan Administrator - Explanation of Forms**

Many of the forms packages include an explanation to the Plan Administrator as the first page of the forms package unless c. is selected below:

- c.  Do NOT include administrator page with forms packages

193. **Format - Supporting Forms**

**Font Options**

- a.  9pt Times
- b.  8.5pt Arial

**Drafting Preferences**

- c.  Standard (single, ragged)
- d.  Single, right justified
- e.  Double, ragged
- f.  Double, right justified

**SPD (8.5 x 11). Include headers and/or footers?**

(skip if no SPD selected)

- g.  No
- h.  Yes (select all that apply)
  1.  Header for SPD: \_\_\_\_\_
  2.  Footer for SPD: \_\_\_\_\_
  3.  Footer for SPD title page:
    - a.  \_\_\_\_\_
    - b.  same as footer at 2. above.

Skip to 195.

**SUPPORTING FORMS INFORMATION**

(If no SPD selected, skip to 196)

195. **SPD**

**COLA - update for the 2020 limits** (Note: The SPD currently reflects the 2019 dollar limitations on benefits and contributions) (select a. if applicable)

- a.  Yes, include amounts for the 2020 tax year as follows: (select all that apply)
  1.  Annual compensation limit (401(a)(17)): \$ \_\_\_\_\_
  2.  415 dollar limit: \$ \_\_\_\_\_

**Transitional. Include language for past provisions?** (adds language to the SPD for certain provisions that are no longer included in the Plan) (leave blank if not applicable; skip if new plan) (may not be selected with 10a)

- b.  Yes (select all that apply)
  1.  Loans were permitted prior to \_\_\_\_\_ (may not be selected with 89b)
  2.  After-tax Voluntary Employee Contributions were permitted prior to \_\_\_\_\_ (may only be selected with 21d2)

**Spanish. Include optional language** (leave blank if not applicable)

- c.  Yes, include the following:
  1.  Spanish Text. Include in introduction (refers participants to Plan Administrator)
    - a.  Plan Administrator Office Hours \_\_\_\_\_ (optional)

**PBGC.** Is the plan covered by the Pension Benefit Guaranty Corporation?

- d.  Yes (may not be selected with 7h)
- e.  No

**Contact Information** for Special Trustee specified at **20h** (with regard to the duty to collect): (skip unless **20h** selected)

- f.  Title: \_\_\_\_\_  
Contact Information (select one)
- Use Employer address and telephone number
  - Use Trustee address and telephone number
  - Use address and telephone number below:
- a. \_\_\_\_\_  
(Street--Physical not P.O. Box)
- b. \_\_\_\_\_ c. \_\_\_\_\_ d. \_\_\_\_\_  
(City) (State) (Zip)
- e. Telephone ( ) \_\_\_\_\_

### 196. Administrative Forms

**QDIA.** Include optional language (leave blank if not applicable)

- a.  Yes, include the following: (may not be selected with **90a**)
- QDIA Notice. Notice is effective for Plan Year beginning on: \_\_\_\_\_

**Rollovers under \$1,000.** Include optional language for plans with automatic rollovers

- b.  **Automatic IRA Rollover - amount.** If no participant election is made, in addition to making automatic rollovers of \$1,000 or more, mandatory distributions of at least \$ (specify \$1,000 or less) will also be automatically rolled over to an IRA. (Note: If this option is NOT selected, mandatory distributions of amounts of \$1,000 or less will be distributed in a lump-sum.)

**Additional contact information** (if items are entered below, they will appear in the Supporting Forms in addition to the address and phone number; optional - may be skipped)

- c.  Employer:
- Fax: \_\_\_\_\_
  - Email: \_\_\_\_\_
- d.  Administrator (may only be selected with **10b**):
- Fax: \_\_\_\_\_
  - Email: \_\_\_\_\_

### Skip to 198.

**198. Annual QDIA Notice.** Include optional language (applies for ALL plans with QDIA provisions) (skip unless **180b** elected)

- a.  **Effective Date:** Fill in effective date of notice(s). Notice is effective for Plan Year beginning on: \_\_\_\_\_
- b.  **Fax/Email.** Include additional information for plan administrator: (select all that apply - leave 1a and/or 2a blank if these will be completed in notice at a later time)
- Fax: \_\_\_\_\_
  - Email address: \_\_\_\_\_
- c.  **Cover Letter.** Include Annual Notice cover letter (skip unless **198a**)
- Date.** Cover letter should be dated as follows (optional): \_\_\_\_\_
  - Employer Contact.** Include name of person to contact (optional): \_\_\_\_\_

**199. Loan Limitations.** If Loans permitted (**89b**), then the following shall apply (skip if **89b** not selected):

- a.  N/A. No limitations (skip to **200**)
- b.  the following limitations:
- Loans only for hardship/financial necessity
  - Minimum loans of \$ \_\_\_\_\_ (not more than \$1,000)
  - Only \_\_\_\_\_ outstanding loan(s) per Participant
  - Loan balances due and payable upon distributable event (other than an in-service distribution)
    - also due upon termination of employment (even if no immediate distribution)

- Loans are repaid by:
  - payroll deduction
  - ACH (Automated Clearing House)
  - check
    - only for prepayment

### Loans Interest Rate

- c.  Loans will be granted at the following interest rate:
- \_\_\_\_\_ percentage points over the prime interest rate
  - \_\_\_\_\_%
  - the Plan Administrator will establish the rate in a nondiscriminatory manner

**200. If Appendix for Rollovers selected,** the Plan will accept direct rollovers of an eligible rollover distribution from the sources specified below: (skip if **86b** NOT selected)

- a.  N/A - blank form provided; appendix to be completed later (skip to 201)

### Direct Rollovers

- b.  The Plan will accept a direct rollover of an eligible rollover distribution from: (select all that apply)
- a qualified plan described in IRC §401(a), **excluding** after-tax employee contributions
  - a qualified plan described in IRC §401(a), **including** after-tax employee contributions (may be selected only if **21b** or **21d** AND **86b** elected)
  - a qualified plan described in IRC §403(a) (an annuity plan), **excluding** after-tax employee contributions
  - a qualified plan described in IRC §403(a) (an annuity plan), **including** after-tax employee contributions (may be selected only if **21b** or **21d** AND **86b** elected)
  - an annuity contract described in IRC §403(b) (a tax-sheltered annuity), **excluding** after-tax employee contributions
  - an annuity contract described in IRC §403(b) (a tax-sheltered annuity), **including** after-tax employee contributions (may be selected only if **21b** or **21d** AND **86b** elected)
  - an eligible plan under IRC §457(b) which is maintained by a governmental employer (governmental 457 plan)

**Participant Rollover Contributions from Other Plans** (other than direct rollovers)

- c.  The Plan will accept a participant contribution of an eligible rollover distribution: (select all that apply)
- a qualified plan described in IRC §401(a)
  - a qualified plan described in IRC §403(a) (an annuity plan)
  - an annuity contract described in IRC §403(b) (a tax-sheltered annuity)
  - an eligible plan under IRC §457(b) which is maintained by a governmental employer (governmental 457 plan)

### Participant Rollover Contributions from IRAs:

The Plan: (select one)

- d.  will
- e.  will not
- accept a participant rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income.

### 201. Optional Index Information

- a.  Include blank lines to enter amendment information

**202. Forms.** Include optional language for plans with automatic rollovers. **Distribution Election Form.** Include optional language for plans with automatic rollovers.

- a.  **Automatic IRA Rollover - issuer.** Include name and address of the financial institution where the IRA will be established (if this option is NOT selected, the form will include blanks to complete the information at a later time)
- Name of IRA Institution: \_\_\_\_\_
  - Address: \_\_\_\_\_