

## Cash Balance Plan Checklist

**DO NOT USE THIS CHECKLIST IN LIEU OF THE PLAN DOCUMENT.**

WARNING!: This plan is primarily designed for Cycle A filers for PPA (January 31, 2012) restatement purposes. The provisions of this plan **have not** been pre-approved by the IRS and require submission for reliance. Cycle B, C, D and E filers may adopt this plan, however, they will have to restate their plan again when the version designed for their particular cycle is released.

1. Adopting Employer: *(Enter primary adopting Employer here. Enter other members of a controlled group or affiliated service group in question 7 below)*

\_\_\_\_\_  
\_\_\_\_\_

2. Plan Name - The legal name of the Plan is:

\_\_\_\_\_

3. **Plan Effective Dates** (Sections 1.1.1 and 1.1.2)

- a. Effective Date (Effective date of this document): \_\_\_/\_\_\_/\_\_\_  
b. Adoption Date (date document is to be executed): \_\_\_/\_\_\_/\_\_\_  
*(If this field is left blank, it must be manually entered in the printed document)*

This Plan is a:

- c. New plan  
 d. Restatement of a Plan originally effective: \_\_\_/\_\_\_/\_\_\_  
 e. Amendment and Restatement of a Plan originally effective: \_\_\_/\_\_\_/\_\_\_  
 f. Amendment of a Plan originally effective: \_\_\_/\_\_\_/\_\_\_

Frozen plans:

- g. The Plan was frozen effective \_\_\_/\_\_\_/\_\_\_

Special effective dates:

- h. Plans with provisions having special effective dates must enter them as custom text:  
\_\_\_\_\_  
\_\_\_\_\_  
(Plan)  
(SPD)

4. **Plan Year**

- a. The calendar year  
 b. The fiscal year of the Employer  
 c. The 12 consecutive month period commencing \_\_\_/\_\_\_/\_\_\_  
 d. Other: \_\_\_\_\_  
*(Enter period such as "The twelve month period ending on the last day of February")*

The Plan has:

- e. Never had a short Plan Year
- f. Had an initial Plan Year commencing \_\_\_/\_\_\_/\_\_\_ and ending \_\_\_/\_\_\_/\_\_\_
- g. Had a change in Plan Year where the short Plan Year commenced \_\_\_/\_\_\_/\_\_\_ and ended \_\_\_/\_\_\_/\_\_\_
- h. Other: \_\_\_\_\_

**5. Employer Information**

- a. Employer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ / \_\_\_\_\_
- b. Employer Phone: \_\_\_\_\_
- c. Employer Tax ID: \_\_\_\_\_
- d. Fiscal Year ends: \_\_\_/\_\_\_
- e. Business Code: \_\_\_\_\_
- f. Form of Business:
  - f.1. Sole Proprietorship
  - f.2. Partnership
  - f.3. C Corporation
  - f.4. S Corporation
  - f.5. Limited Liability Company (LLC)
  - f.6. Limited Liability Partnership (LLP)
  - f.7. Not for Profit Corporation
  - f.8. Professional Service Corporation
  - f.9. Medical Corporation
  - f.10. Other - Explain: \_\_\_\_\_
- g. State of Legal Construction: \_\_\_\_\_
- h. Date Business Commenced: \_\_\_/\_\_\_/\_\_\_
- i. Governmental Plan
- j. Indian Tribal Government Plan

**6. Plan Information**

- a. Plan Number: \_\_\_\_\_
- b. Trust ID Number: \_\_\_\_\_
- c. IRS Determination Letter Date: \_\_\_/\_\_\_/\_\_\_ (Omit if unknown)
- d. IRS File Folder Number: \_\_\_\_\_ (Omit if unknown)
- e. Plan Agent: \_\_\_\_\_
  - (same as Employer) \_\_\_\_\_

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f. Plan Administrator: \_\_\_\_\_  
 (same as Employer) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Plan Administrator ID Number: \_\_\_\_\_

h. Trust Name: \_\_\_\_\_

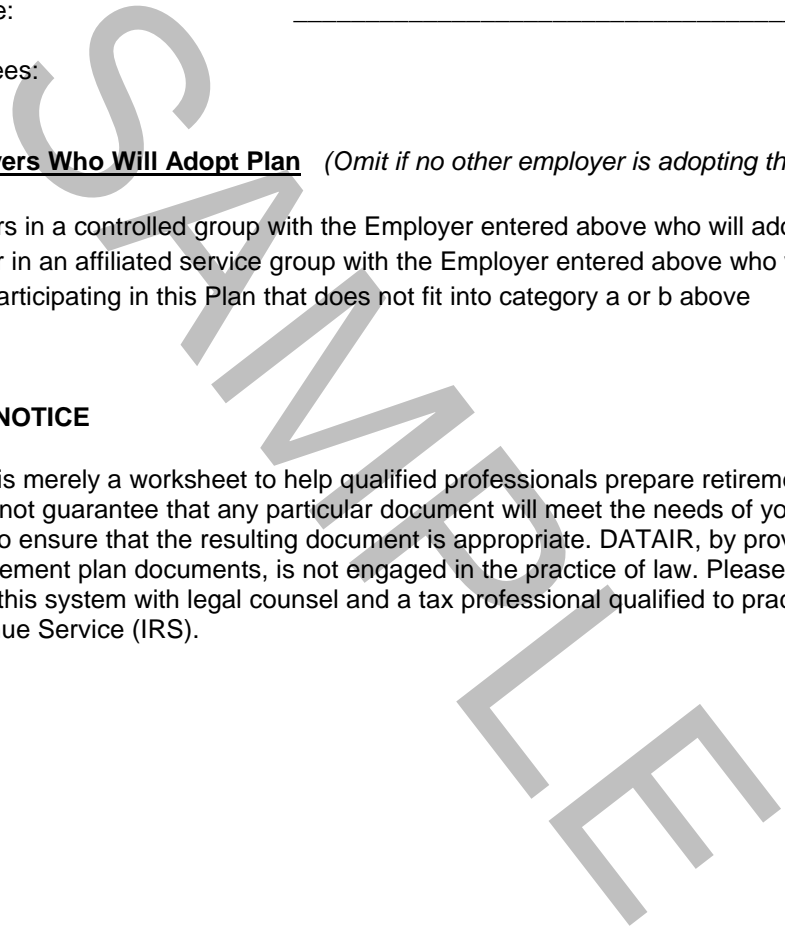
i. Plan Trustees: \_\_\_\_\_

**7. Other Employers Who Will Adopt Plan** *(Omit if no other employer is adopting this Plan)*

- a. Members in a controlled group with the Employer entered above who will adopt this Plan
- b. Member in an affiliated service group with the Employer entered above who will adopt this Plan
- c. Entity participating in this Plan that does not fit into category a or b above

**IMPORTANT NOTICE**

This checklist is merely a worksheet to help qualified professionals prepare retirement plan documents. DATAIR does not guarantee that any particular document will meet the needs of your client. It is your responsibility to ensure that the resulting document is appropriate. DATAIR, by providing this system of producing retirement plan documents, is not engaged in the practice of law. Please review plans prepared with this system with legal counsel and a tax professional qualified to practice before the Internal Revenue Service (IRS).



## A. Eligibility and Service Provisions

Unless otherwise specified, select only one option to each question below.

### 1. **Eligibility Computation Period** - Eligibility Computation Periods subsequent to the initial Eligibility Computation Period

- a. Continue to be based on the Employment Commencement Date
- b. Are based on the Plan Year (cannot use the Elapsed Time Method)

### 2. **Eligible Employees (Definitions and Section 2.1.9)** - All Employees of the Employer and any related business entities such as other members of a controlled group or an affiliated service group are eligible to participate in the Plan except: (Select all applicable)

- a. Exclude members of collective bargaining unit
- b. Exclude non-resident aliens
- c. Exclude Employees acquired in an IRC section 410(b)(6)(C) transaction
- d. Exclude Employees not covered by a collectively bargained agreement with the following unions:  
\_\_\_\_\_
- e. Exclude Leased Employees
- f. Exclude Key Employees
- g. Exclude Highly Compensated Employees
- h. Exclude Self-Employed Individuals
- i. Exclude Employees paid solely by commissions
- j. Exclude hourly Employees
- k. Exclude salaried Employees
- l. Exclude Employees who are not eligible for Employer-provided benefits
- m. Exclude those electing not to participate in the Plan
- n. Other excluded groups that meet the criteria of the nondiscriminatory classification test of Reg. 1.410(b)-4: \_\_\_\_\_  
THE GROUP(S) ENTERED MUST BE REASONABLE AND ESTABLISHED UNDER OBJECTIVE BUSINESS CRITERIA, PRECLUDE EMPLOYER DISCRETION, AND NOT BE USED TO BYPASS THE AGE/SERVICE REQUIREMENTS OF IRC SECTION 410(a). AN INDIVIDUAL'S NAME MAY NOT BE ENTERED
- o. Exclude the following Employees: \_\_\_\_\_
- p. Other groups excluded (include in IRC section 410(b)/401(a)(26) tests):  
\_\_\_\_\_
- q. Other groups excluded from IRC section 410(b)/401(a)(26) tests for reasons such as being a SLOB under IRC section 414(r):  
\_\_\_\_\_

### 3. **Highly Compensated Employee Determination**

- a. Top-Paid Group Election - The Employer elects to limit Highly Compensated Employees to those in the top 20% of employees when ranked by compensation
- b. Calendar Year Data Election - The Employer elects to use compensation in the calendar year beginning in the preceding Plan Year (not available for plans with calendar plan years after 1998)
- c. The employee census for all plans will be based on:
  - c.1. The preceding Plan Year
  - c.2. The calendar year beginning within the preceding Plan Year
  - c.3. The 12 month period ending \_\_\_/\_\_\_

4. **Eligibility Requirements (Year of Eligibility Service and Section 2.1.1)** - A Year of Eligibility Service is an Eligibility Computation Period with:

- a. \_\_\_\_ Hours of Service (not to exceed 1000)
- b. 12 months (Elapsed Time Method)

An Employee is eligible to participate in the Plan if he satisfies all of the following: *(Select all applicable. Only include one of e or f)*

- c. No age or service required
- d. Minimum age of \_\_\_\_ years. (Not to exceed 21. Partial years may be used.)
- e. Minimum of \_\_\_\_ Years of Eligibility Service *(Cannot require more than 2 years. If more than 1 year is selected, must select full and immediate vesting)*
- f. Minimum of \_\_\_\_ months of service under the Elapsed Time Method (Cannot require more than 24 months. If more than 12 months is selected, must select full and immediate vesting.)

The following overrides the requirements above: *(Omit if no special entry date)*

- g. Employees as of \_\_\_\_/\_\_\_\_/\_\_\_\_ will enter on:
  - g.1. The Effective Date of this document
  - g.2. The next Entry Date
  - g.3. \_\_\_\_/\_\_\_\_/\_\_\_\_

5. **Hour of Service** - An employee will be credited with an Hour of Service based on: *(If you select a, you may wish to select another option from b through f as a safe guard)*

- a. Actual hours worked
- b. Days Worked - credit 10 Hours of Service for each day the Employee works at least 1 hour
- c. Weeks Worked - credit 45 Hours of Service for each week the Employee works at least 1 hour
- d. Semi-Monthly - credit 95 Hours of Service for each semi-monthly pay period the Employee works at least 1 hour
- e. Bi-Weekly - credit 95 Hours of Service for each two week period the Employee works at least 1 hour
- f. Months Worked - credit 190 Hours of Service for each month the Employee works at least 1 hour

Must answer g if any of A4.b, A8.a.2, A8.b.2, A8.c.2, D11.h, or E1.g are selected:

- g. On the Elapsed Time Method, where fractional years are measured using:
  - g.1. Exact dates in years
  - g.2. Exact dates in months
  - g.3. Calendar month granted if Employee credited with an Hour of Service
  - g.4. Nearest calendar months
  - g.5. Completed calendar months

and rounded to the nearest:

- g.6. 1/10th (.1) of a year
- g.7. 1/100th (.01) of a year
- g.8. 1/1000th (.001) of a year
- g.9. 1/12th of a year

**6. Service with Predecessor Employers (Definition of Hours of Service and Appendix)** - If the Plan grants service with a predecessor employer, identify the predecessor employer, what type of service is being granted, the type of transaction that generated the grant, and the effective date of the transaction.

Complete this section for each transaction granting service.

a. Name of Employer or other Adopting Employer: \_\_\_\_\_

b. Name of predecessor employer: \_\_\_\_\_

c. Date of transaction: \_\_\_/\_\_\_/\_\_\_\_\_

d. Type of transaction:

d.1. Adopt predecessor's plan. Name of prior plan: \_\_\_\_\_

d.2. Merger of predecessor's plan and this plan. Name of other plan: \_\_\_\_\_

d.3. Termination of predecessor's plan. Name of other plan: \_\_\_\_\_

d.3.A. Assets and liabilities transferred to this Plan

d.3.B. Assets of prior plan distributed. Service granted for those employed as of \_\_\_/\_\_\_/\_\_\_\_\_

d.4. No prior plan, past service granted to all employees of predecessor, but limited to 5 years

d.5. No prior plan, past service granted to certain employees hired by the Employer as of \_\_\_/\_\_\_/\_\_\_\_\_, and limited to 5 years

d.6. No prior plan, past service granted to all employees of predecessor. (no limit on past service)

d.7. No prior plan, past service granted to certain employees hired by the Employer as of \_\_\_/\_\_\_/\_\_\_\_\_ (no limit on past service)

d.8. Other: \_\_\_\_\_

*If you select this option, the information in items a, b, c and d will not be used. Enter this information as custom text.*

If d.3.B through d.7 are selected, predecessor service is granted for: *(select all applicable)*

d.9. Years of Eligibility Service

d.10. Years of Credited Service

d.11. Years of Vesting Service

d.12. Attainment of Early or Normal Retirement Age

If more than one transaction is required, check here

\_\_\_\_\_

**7. Entry Date (Section 2.1.2)** - Eligible Employees may enter the Plan:

a. **Semiannually** - First Entry Date: \_\_\_/\_\_\_ and the date 6 months later, coincident with or next following satisfaction of the eligibility requirements

b. **Quarterly** - First Entry Date: \_\_\_/\_\_\_ and the same day of the month in each successive 3-month period coincident with or next following satisfaction of the eligibility requirements

c. **Monthly** - First Entry Date: The \_\_\_\_\_ day of each calendar month in the Plan Year, coincident with or next following satisfaction of the eligibility requirements (Use first, second, last, etc.)

d. The first day of the Plan Year coincident with or next following satisfaction of the eligibility requirements, but in no event later than \_\_\_ month(s) (not to exceed 6) after the date the

Employee meets the requirements

- e. The first day of the next Plan Year after satisfaction of the eligibility requirements, but in no event later than \_\_\_ month(s) (not to exceed 6) after the date the Employee meets the requirements
- f. First day of the \_\_\_\_\_ month (not to exceed 6) after satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year
- g. The \_\_\_\_\_ day of the Plan Year in which the Employee satisfies the eligibility requirements
- h. **First** day of Plan Year nearest to the date the eligibility requirements are satisfied
- i. \_\_\_\_\_ day of the Plan Year coincident with or next following the date the Employee satisfies the eligibility requirements, but in no event later than six (6) months after he satisfies the eligibility requirements
- j. **First** day of the Plan Year coincident with or next following the date the Employee satisfies the eligibility requirements (Age must not exceed 20½ and service must not exceed 6 months or 18 months with 100% vesting)
- k. Anniversary Date coincident with or next following the date the Employee satisfies the eligibility requirements, but in no event later than the first day of the next Plan Year or 6 months after satisfaction of the eligibility requirements, whichever comes first
- l. Anniversary Date of the Plan Year in which the Employee satisfies the eligibility requirements, but in no event later than 6 months after satisfaction of the eligibility requirements
- m. The date the Employee satisfies the eligibility requirements
- n. Other: \_\_\_\_\_

#### 8. **Break in Service**

- a. A Break in Service for plan eligibility purposes:
  - a.1. Less than \_\_\_ Hours of Service (500 or less)
  - a.2. A "one year period of severance" under Elapsed Time Method
- b. A Break in Service for Vesting purposes:
  - b.1. Less than \_\_\_ Hours of Service (500 or less)
  - b.2. A "one year period of severance" under Elapsed Time Method
- c. A Break in Service for benefit accrual purposes:
  - c.1. Less than \_\_\_ Hours of Service (500 or less)
  - c.2. A "one year period of severance" under Elapsed Time Method

#### 9. **Fail Safe Accruals (Section 2.1.10)** - Accruals will be given to Employees who normally would not be given an accrual in order to satisfy nondiscrimination requirements. If a fail safe is not elected, the Plan must be amended if the test fails.

- a. Discrimination tests include employees with:
  - a.1. More than 500 hours of service (Plans with Years of Credited Service based on hours instead of Elapsed Time must select this option)
  - a.2. More than 3 months of service
  - a.3. More than 91 days of service

choose one of the following:

- b. No IRC section 401(a)(26) Fail Safe
- c. IRC section 401(a)(26) Fail Safe

d. Other IRC section 401(a)(26) language: \_\_\_\_\_

choose one of the following:

e. No IRC section 410(b) fail safe - minimal language included in document

f. No IRC section 410(b) fail safe - detailed language included in document

g. IRC section 410(b) Fail Safe

h. Other IRC section 410(b) language: \_\_\_\_\_

SAMPLE



## B. Date Provisions

Unless otherwise specified, select only one option to each question below.

### 1. Anniversary Date

- a. The last day of the Plan Year
- b. The first day of the Plan Year
- c. \_\_\_/\_\_\_/\_\_\_ of each Plan Year (Enter month and day)
- d. Other: \_\_\_\_\_ (Plan)  
\_\_\_\_\_ (SPD)  
(Enter date such as "The last Saturday in December")

### 2. Normal Retirement Age - The age the Participant attains: (If you select one of e through h, you must also select one of a through d. If you select i or j, you must also select either a or b)

- a. Statutory: The later of age 65 or the 5th anniversary of "participation commencement date"
- b. Age \_\_\_\_ (not to exceed 65)
- c. Age \_\_\_\_ and \_\_\_\_ Years of Service (age not to exceed 65)
- d. Age \_\_\_\_ and \_\_\_\_ Years of Participation (age not to exceed 65)
- e. The sum of age and Years of Service equals \_\_\_\_
- f. The sum of age and Years of Participation equals \_\_\_\_
- g. Age \_\_\_\_ and the sum of the age and Years of Service equals \_\_\_\_
- h. Age \_\_\_\_ and the sum of age and Years of Participation equals \_\_\_\_
- i. Age \_\_\_\_ and \_\_\_\_ anniversary of employment
- j. Age \_\_\_\_ and \_\_\_\_ anniversary of actual participation in the Plan
- k. Other: \_\_\_\_\_ (Plan)  
\_\_\_\_\_ (SPD)
- l. Normal Retirement Age amended to meet reasonable requirement Reg 1.401(a)-1(b)(2)  
Effective date of change \_\_\_/\_\_\_/\_\_\_  
Note: Must be a date between May 22, 2007 and the first day of the first plan year beginning after June 30, 2008

### 3. Normal Retirement Date - The date the Participant may retire under the Plan:

- a. The date Normal Retirement Age is attained
- b. The first day of the month in which Normal Retirement Age occurs
- c. The first day of the month nearest Normal Retirement Age
- d. The first day of the month coincident with or next following Normal Retirement Age
- e. The Anniversary Date of the Plan Year in which Normal Retirement Age occurs
- f. The Anniversary Date nearest Normal Retirement Age
- g. The Anniversary Date coincident with or next following Normal Retirement Age
- h. The Anniversary Date coincident with or next preceding Normal Retirement Age
- i. The last day of the month in which Normal Retirement Age occurs
- j. The last day of the month nearest Normal Retirement Age
- k. The last day of the month coincident with or next following Normal Retirement Age
- l. Other: \_\_\_\_\_ (Plan)  
\_\_\_\_\_ (SPD)

### 4. Early Retirement Age - The age the Participant attains:

- a. No Early Retirement Age

- b. Age \_\_\_\_\_
- c. Age \_\_\_\_\_ and \_\_\_\_ Years of Service
- d. Age \_\_\_\_\_ and \_\_\_\_ Years of Participation
- e. \_\_\_\_ years prior to the Normal Retirement Age
- f. The sum of age and Years of Service equals \_\_\_\_
- g. The sum of age and Years of Participation equals \_\_\_\_
- h. Age \_\_\_\_\_ and the sum of the age and Years of Service equals \_\_\_\_
- i. Age \_\_\_\_\_ and the sum of age and Years of Participation equals \_\_\_\_
- j. \_\_\_\_ Years of Service
- k. \_\_\_\_ Years of Participation
- l. Age \_\_\_\_\_ and the \_\_\_\_ anniversary of employment
- m. Age \_\_\_\_\_ and the \_\_\_\_ anniversary of actual participation in the Plan
- n. Other: \_\_\_\_\_ (Plan)  
 \_\_\_\_\_ (SPD)

5. **Early Retirement Date** - The earliest date the Participant may retire under the Plan:  
*(Omit if no Early Retirement under the Plan)*

- a. The date Early Retirement Age is attained
- b. The first day of the month in which Early Retirement Age occurs
- c. The first day of the month nearest Early Retirement Age
- d. The first day of the month coincident with or next following Early Retirement Age
- e. The Anniversary Date of the Plan Year in which Early Retirement Age occurs
- f. The Anniversary Date nearest the Early Retirement Age
- g. The Anniversary Date coincident with or next following Early Retirement Age
- h. The Anniversary Date coincident with or next preceding Early Retirement Age
- i. The last day of the month in which Early Retirement Age occurs
- j. The last day of the month nearest Early Retirement Age
- k. The last day of the month coincident with or next following Early Retirement Age
- l. Other: \_\_\_\_\_ (Plan)  
 \_\_\_\_\_ (SPD)

6. **Disability Retirement Date** - The date the Participant qualifies for Disability Benefits under the Plan:

- a. No disability benefits are provided
- b. The Participant's actual date of disability, as determined by the Plan Administrator
- c. \_\_\_\_ months after the Participant's actual date of disability, as determined by the Plan Administrator
- d. The date the Participant begins receipt of LTD payments
- e. The date the Participant ceases receipt of LTD payments
- f. The date the Participant begins receipt of Social Security disability benefits
- g. The date the Participant is determined to be disabled by the Plan Administrator
- h. The date the Participant is determined to be disabled by the Social Security Administration
- i. The later of the date the Participant is determined by the Social Security Administration to be disabled and \_\_\_\_ months after the Participant's actual date of disability, as determined by the Plan Administrator
- j. The earlier of the date the Participant is determined by the Social Security Administration to be disabled and \_\_\_\_ months after the Participant's actual date of disability, as determined by the Plan Administrator
- k. The Participant's Normal Retirement Date
- l. The Participant's Early Retirement Date

m. Other: \_\_\_\_\_ (Plan)  
\_\_\_\_\_ (SPD)

7. **Limitation Year** - IRC section 415 limits are imposed on the following computation period:

- a. The Plan Year
- b. The calendar year ending with or within the Plan Year
- c. The 12-consecutive month period ending \_\_\_/\_\_\_ coinciding with, or ending within, the Plan Year
- d. The Employer Fiscal Year ending with or within the Plan Year

SAMPLE

## C. Compensation

Unless otherwise specified, select only one option to each question below.

1. **Plan Compensation** - For purposes of determining a Participant's Accrued Benefit, Compensation equals:

- a. Wages, Tips and other Compensation entered on Box 1 of Form W-2
- b. IRC section 3401(a) compensation (Compensation for Federal Income Tax withholding purposes)
- c. IRC section 415(c)(3) compensation

Check the box of the deferrals below to include in Plan Compensation. Leave blank to exclude (Must include or exclude all of the following for IRC section 414(s) safe harbor compensation)

(Select either item d or any combination of items e through j)

- d. All types of deferrals listed below
- e. Section 125 deferrals (Cafeteria Plan)
- f. Section 132(f)(4) deferrals (Transportation costs)
- g. Section 402(e)(3) deferrals (401(k) and 403(b) deferrals)
- h. Section 402(h) deferrals
- i. 408(p)(2)(A)(i) (Simple Deferrals)
- j. Section 457(b)
- k. Deemed Section 125 Compensation
- l. Non-Qualified Deferred Compensation

Increase in Compensation Limit, for determination periods beginning before January 1, 2002, shall be:

- m. \$200,000
- n. \$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

Differential Wage Payments under Heart Act:

- o. Treat Differential Wage Payments as Plan Compensation effective \_\_\_/\_\_\_/\_\_\_ (01/01/09 or later)

2. **Modifications to Compensation** - Check the box to exclude the following from Plan Compensation. Leave blank to include (Exclusions a through f not permitted for IRC section 414(s) safe harbor compensation):

THE COMPENSATION EXCLUSIONS SELECTED BELOW MUST BE DEFINITE AND CANNOT INVOLVE ANY EMPLOYER DISCRETION AND MAY REQUIRE THE NEED FOR ADDITIONAL NONDISCRIMINATION TESTING

- a. Overtime
- b. Commissions
- c. Discretionary bonuses
- d. Bonuses
- e. Taxable employee benefits
- f. Compensation in excess of \$ \_\_\_\_\_

- g. Other: \_\_\_\_\_  
(Cannot discriminate in favor of Highly Compensated Employees)

**3. Compensation from Entry (Section 2.3.1(b))** - If a Participant enters the Plan during a Pay Crediting Period (Question D.2), then Compensation is measured from:

- a. Entry Date  
 b. The first day of the Pay Crediting Period

**4. Compensation for IRC sections 415 and 416 (Sections 2.6.1, 2.6.2, and 3.1.2)** - Compensation for purposes of determining the maximum Annual Pension Benefit and Minimum Top Heavy Accrual equals:

- a. The same as for Plan purposes  
 b. Wages, tips, and other compensation entered on Box 1 of Form W-2  
 c. IRC section 3401(a) compensation (compensation for FICA purposes)  
 d. IRC section 415(c)(3) compensation

For purposes of IRC section 416, Compensation shall be measured over:

- e. The Limitation Year  
 f. The calendar year ending with or within the Plan Year

For purposes of IRC section 416, the Highest Average Compensation includes the highest \_\_\_ years (not to exceed 5) while:

- g. An Employee  
 h. A Participant

Years while the Plan is not top heavy:

- i. Are included in the Highest Average Compensation  
 j. Are not included in the Highest Average Compensation

**5. Final 415 Regulations Compensation (Definition of Compensation and section 3.1.2)**

- a. Apply to Limitation Years beginning prior to July 1, 2007 but on or after: \_\_\_/\_\_\_/\_\_\_\_
- b. Include post severance compensation that is sick, vacation or leave pay  
 c. Exclude post severance compensation that is sick, vacation or leave pay
- d. Include amounts received pursuant to an unfunded deferred compensation plan  
 e. Exclude amounts received pursuant to an unfunded deferred compensation plan
- f. Include amounts paid during the first few weeks of the next Limitation Year  
 g. Exclude amounts paid during the first few weeks of the next Limitation Year
- h. Exclude compensation paid to nonresident aliens who do not participant it extent compensation excluded from gross income and not effectively connected with a U.S. trade or business  
 i. Include compensation paid to nonresident aliens who do not participant it extent compensation excluded from gross income and not effectively connected with a U.S. trade or business
- j. Automatically adjust under section 415(d) the Defined benefit dollar limitation after severance of employment

- k. Do not adjust Defined benefit dollar limitation after severance of employment
- l. Automatically adjust under section 415(d) the Defined benefit compensation limitation after severance of employment
- m. Do not adjust Defined benefit compensation limitation after severance of employment

SAMPLE

## D. Normal Retirement Benefits

Unless otherwise specified, select only one option to each question below.

1. **Normal Form of Benefit** - The calculated benefit amount is payable at NRD as an annuity in the form selected below:

- a. Life annuity (Equal to the Actuarial Equivalent of the balance of the Participant's Accumulation Account)
- b. If married, joint and \_\_\_\_\_% survivor annuity (50% to 100%) with spouse as beneficiary; if single:
- b.1. Life annuity
- b.2. Joint and survivor annuity assuming spouse is same age as Participant
- b.3. Life annuity guaranteed for \_\_\_ years (not to exceed 20)
- c. Joint and \_\_\_\_\_% survivor annuity (50% to 100%) with any beneficiary
- d. Life annuity guaranteed for \_\_\_ years (not to exceed 20)
- e. Other: \_\_\_\_\_

2. **Accrued Benefits: (Section 2.3.1)** - Section 2.3.1(a) provides that a Participant's Accrued Benefit is the Actuarial Equivalent of the balance in that Participant's Accumulation Account. The Accumulation Account is a hypothetical account that represents the sum of Pay Credits and Interest Credits that are hypothetically credited to each Participant.

(See item D.4 for questions regarding determination of the opening balance of the Accumulation Account)

**Pay Credits (2.3.1(b)) shall be credited as of the last day of each:**

- a. Plan Year
- b. Six month period beginning on the first day of the Plan Year and the first day of the seventh month of the Plan Year
- c. Plan Year quarter
- d. Calendar month
- e. Other: \_\_\_\_\_

**Pay Credit Restrictions**

- f. Must earn Year of Credited Service to receive Pay Credit

**Minimum Pay Credit**

- g. Provide minimum Pay Credit to provide accrual of ½ of 1% of Compensation per Year of Service
- h. Provide Accruals for an individual in the case of death or disability resulting from active military service.  
Effective for death or disability on or after: \_\_\_/\_\_\_/\_\_\_ (01/01/07 or later)

3. **Crediting Method for Pay Credits: (Section 2.3.1(b))** - Section 2.3.1(b) states that each eligible Participant will receive a Pay Credit for each Pay Credit Period (as determined in D2) based on the following formula:

(First select the type of allocation in the drop down box, then select the formula you wish to print in the document)

**Dollar Based Formulas**

- a. \$ \_\_\_\_\_ per Participant
- b. \$ \_\_\_\_\_ per Hour of Service. Up to a maximum of \_\_\_\_\_ (Not less than 1,000 hours; if blank, then no limitation will appear)
- c. \$ \_\_\_\_\_ if the Participant earns a Year of Credited Service for the Plan Year (only available if you select item D2.a)

Non-Integrated Formulas

- d. \_\_\_\_\_% of each Participant's Compensation earned during the Pay Credit Period
- e. A points formula where:
  - e.1. \$ \_\_\_\_\_ is credited for each point
  - e.2. \_\_\_\_\_% of Compensation is credited for each point
  - e.3. A percentage of Compensation based on the Participant's total points as shown in the table below:

<u>Total Points</u>	<u>Percentage of Compensation</u>
Less than _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
Greater than _____	_____ %

Each Participant will be awarded: (Select as many as apply)

- e.4. \_\_\_\_\_ point(s) for each year of age
- e.5. \_\_\_\_\_ point(s) for each Year of Credited Service
- e.6. \_\_\_\_\_ point(s) for each \$ \_\_\_\_\_ of Compensation earned during the Pay Crediting Period
- e.7. Other: \_\_\_\_\_

Limitations: (Skip if no limitations)

- e.8. Maximum number of points per Participant: \_\_\_\_\_
- e.9. Maximum Years of Credited Service: \_\_\_\_\_
- e.10. Other: \_\_\_\_\_

Class Allocated Formulas

- f. A percentage of Compensation or a dollar amount based on the table below (must be at least two classifications): (Enter either a percentage or a dollar amount for each desired class)

MAXIMIZE OWNERS ENTER CLASSIFICATIONS FOR ALL OTHERS

<u>Employee Classification</u>	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Description of Classification</u>
A	_____ %	\$ _____	_____
B	_____ %	\$ _____	_____



C	_____ %	\$ _____	_____
D	_____ %	\$ _____	_____
E	_____ %	\$ _____	_____
F	_____ %	\$ _____	_____
G	_____ %	\$ _____	_____
H	_____ %	\$ _____	_____
I	_____ %	\$ _____	_____
J	_____ %	\$ _____	_____

THIS ARRANGEMENT MUST SATISFY IRC SECTION 401(a)(26), INCLUDING THE MEANINGFUL BENEFIT REQUIREMENT OF REG. 1.401(a)(26)-(3)(c)(2).

Integrated Formulas (Only available if you selected D.2.a)

Formula is:  Subject to IRC section 401(l) - integrated  Subject to "general test" of IRC section 401(a)(4)

g. \_\_\_\_\_% (Base Benefit Percentage) of Compensation up to the Integration Level,  
 PLUS  
 \_\_\_\_\_% (Excess Benefit Percentage) of Compensation in excess of the Integration Level

The Integration Level for the formula above is (choose one of g.1 through g.9)

Integration Levels that automatically satisfy IRC section 401(l) (choose one):

- g.1. The taxable Wage Base under the Social Security Act
- g.2. The lesser of \$ \_\_\_\_\_ or \_\_\_\_\_% of the Taxable Wage Base under the Social Security Act
- g.3. The lesser of \$ \_\_\_\_\_ or the Taxable Wage Base under the Social Security Act (amount must be at least 80% of TWB)
- g.4. \_\_\_\_\_% of the Taxable Wage Base under the Social Security Act (Not to exceed 100%)
- g.5. 80% of the Taxable Wage Base under the Social Security Act plus \$ \_\_\_\_\_ (Not to exceed \$1000)
- g.6. \_\_\_\_\_% of the Taxable Wage Base under the Social Security Act rounded up to the next \$ \_\_\_\_\_ (First blank not to exceed 100%, second blank not to exceed \$3000)

Integration Levels that do not automatically satisfy IRC section 401(l)

- g.7. \$ \_\_\_\_\_
- g.8. \_\_\_\_\_% of the Taxable Wage Base under the Social Security Act
- g.9. Other: \_\_\_\_\_
- h. Tiered formula: (Complete tier 1 and tier 6 and any middle tiers desired)
  - h.1. Tier 1 \_\_\_\_\_% of Compensation not in excess of \$ \_\_\_\_\_
  - h.2. Tier 2 \_\_\_\_\_% of Compensation in excess of the amount in tier 1, but not in excess of \$ \_\_\_\_\_
  - h.3. Tier 3 \_\_\_\_\_% of Compensation in excess of the amount in tier 2, but not in excess of \$ \_\_\_\_\_

h.4. Tier 4 \_\_\_\_\_% of Compensation in excess of the amount in tier 3, but not in excess of \$

h.5. Tier 5 \_\_\_\_\_% of Compensation in excess of the amount in tier 4, but not in excess of \$

h.6. Tier 6 \_\_\_\_\_% of Compensation in excess of the amount in the last completed tier

Age and Service Schedules

i. A percentage of Compensation based on the age of the Participant as shown in the table below:

<u>Attained Age</u>	<u>Percentage of Compensation</u>
Less than ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ or older	_____ %

j. A percentage of Compensation based on Years of Credited Service as shown in the table below:

<u>Credited Service</u>	<u>Percentage of Compensation</u>
Less than ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ to ____	_____ %
____ or older	_____ %

Other

k. Specify another formula: \_\_\_\_\_

- k.1. Not subject to integration rules
- k.2. Subject to integration rules for performing the "general test" of Reg. 1.401(a)(4)-8
- k.3. Subject to the integration rules of IRC section 401(l)

**4. Opening Balance for Accumulation Account (Section 2.3.1(b))**

The opening balance of each Participant's Accumulation Account as of Original Plan Effective Date (OED) shall be:

- a. None
- b. The Opening Balance Pay Credit Formula as of the specified date
  - b.1. \_\_\_\_\_% of Compensation in calendar year prior to Original Plan Effective Date
  - b.2. \_\_\_\_\_% of Average Compensation
  - b.3. \$\_\_\_\_\_ per each Year of Credited Service earned prior to OED

- b.4. \_\_\_\_\_% of Compensation in calendar year prior to Original Plan Effective Date times Years of Credited Service earned prior to the OED
- b.5. \_\_\_\_\_% of Average Compensation times Years of Credited Service earned prior to OED
- b.6. a points formula where:
  - b.6.a. \$\_\_\_\_\_ is credited for each point
  - b.6.b. \_\_\_\_\_% of Compensation is credited for each point
  - b.6.c. \_\_\_\_\_% of Average Compensation is credited for each point
  - b.6.d. A percentage of Compensation based on the Participants total points, as shown in the table below:

<u>Total Points</u>	<u>Percentage of Compensation</u>
Less than _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
Greater than _____	_____ %

- b.6.e. A percentage of Average Compensation based on the Participants total points from table below:

<u>Total Points</u>	<u>Percentage of Compensation</u>
Less than _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
_____ to _____	_____ %
Greater than _____	_____ %

Each Participant will be awarded: *(Select as many as apply)*

- b.6.f. \_\_\_ point(s) for each year of age
- b.6.g. \_\_\_ point(s) for each year of Credited Service
- b.6.h. \_\_\_ point(s) for each \$\_\_\_\_\_ of his Compensation for the calendar year prior to the OED
- b.6.i. \_\_\_ point(s) for each \$\_\_\_\_\_ of his Average Compensation for the calendar year prior to the OED
- b.6.j. Other: \_\_\_\_\_

Limitations: *(Skip if there are no limitations)*

- b.6.k. Maximum number of points per Participant: \_\_\_\_\_
- b.6.l. Years of Credited Service in excess of \_\_\_ shall be disregarded
- b.6.m. Other: \_\_\_\_\_

b.7. Other: \_\_\_\_\_

Average Compensation:

b.8.a. Average based on high \_\_\_ consecutive years of last \_\_\_ years prior to OED

b.8.b. Average based on the \_\_\_ consecutive years prior to OED

b.8.c. Career average

b.8.d. Other: \_\_\_\_\_

c. Other: \_\_\_\_\_

**5. Crediting Method for Interest Credits (Section 2.3.1(c)) - Each eligible Participant will receive an Interest Credit based on the criteria selected below:**

**The Interest Credit shall be credited at the end of each (choose one):**

a. Plan Year

b. Six month period beginning on the first day of the Plan Year and the first day of the seventh month of the Plan Year

c. Plan Year quarter

d. Calendar month

e. Day

f. Other: \_\_\_\_\_

g. No interest credit for period in which termination occurs of period is greater than one month

**6. The Interest Rate (Section 2.3.1(c))**

Answer Items a or b and d. Items c, e, and f are optional. Always make a selection at Item g

a. A single, fixed interest rate equal to \_\_\_\_\_%

b. A variable interest rate equal to:

b.1. the third segment rate described in section 430(h)(2)(C)(iii) of the Code

b.2. the rate of interest on 30-year Treasury securities (as described in section 417(e)(3) of the Code prior to amendment by PPA '06)

b.3. The discount rate on 3-month Treasury Bills

b.4. The discount rate on 6-month Treasury Bills

b.5. The discount rate on 12-month Treasury Bills

b.6. The yield on 1-year Treasury Constant Maturities

b.7. The yield on 2-year Treasury Constant Maturities

b.8. The yield on 3-year Treasury Constant Maturities

b.9. The yield on 5-year Treasury Constant Maturities

b.10. The yield on 7-year Treasury Constant Maturities

b.11. The yield on 10-year Treasury Constant Maturities

b.12. The annual rate of change of the Consumer Price Index (only available if you select Item D.5.a)

b.13. the rate on long-term investment grade corporate bonds (as described in section 412(b)(5)(B)(ii)(II) of the Code prior to amendment by PPA '06 for Plan Years beginning prior to January 1, 2008, and the third segment rate described in section 430(h)(2)(C)(iii) of the Code for subsequent Plan Years)

b.14. Specify a different interest rate: \_\_\_\_\_

c. The variable interest rate will be increased by \_\_\_ basis points (*omit if no adjustment*)

d. If a variable interest rate is selected, it shall be determined:

d.1. As of the first day current allocation period

d.2. As of the last day current allocation period

- d.3. As of the first day of the prior allocation period
- d.4. As of the last day of the prior allocation period
- d.5. As of the first day of the Plan Year
- d.6. By averaging the rate as of the first day of the current allocation period and of the first day of the prior allocation period
- d.7. By averaging the rate as of the last day of the current allocation period and of the last day of the prior allocation period
- d.8. At the end of the day for which the interest is allocated (only available if you select item D.5.e)
- d.9. At the end of the day preceding the day for which the interest is allocated (only available if you select item D.5.e)
- d.10. By averaging the rate at the end of the day for which the interest is allocated and the rate at the end of the prior day (only available if you select Item D.5.e)
- d.11. Specify a different determination method: \_\_\_\_\_
- e. Minimum and maximum interest rates (*omit if no limitations*)

Notwithstanding the selections above, the interest rate cannot:

- e.1. Be less than \_\_\_\_%
- e.2. Be greater than \_\_\_\_%
- e.3. Be less than \_\_\_\_% or greater than \_\_\_\_%

**Other factors**

- f. A distribution to a Participant during an Interest Crediting Period shall be subtracted from the Participant's Accumulation Account before calculation of the Interest Credit for that Period
- g. If a Participant terminates employment before Normal Retirement Age, his Accumulation Account:
  - g.1. Shall be credited with Interest Credits in the same manner as for active Participants
  - g.2. Shall be credited with Interest Credits at the rate in effect on the date of the Participant's date of termination
  - g.3. Other: \_\_\_\_\_

**7. Total Benefit (Section 2.3.2) - The benefit payable at NRD equals:**

Benefits are expressed as:  Monthly  Annual

- a. The actuarial equivalent of each Participant's Accumulation Account
- b. The sum of the Adjusted Frozen Accrued Benefit and the actuarial equivalent of each Participant's Accumulation Account, based on allocations to such Account earned after the Fresh Start Date (Formula "without wear away")
- c. The benefit determined above, offset by the benefit provided by the following defined benefit plan: \_\_\_\_\_
- d. The benefit determined above, offset by the benefit provided by the following defined contribution plan: \_\_\_\_\_  
 Account balances are converted using:
  - d.1. Actuarial equivalence of this Plan (requires general testing under IRC section 401(a)(4))
  - d.2. Actuarial equivalence of this Plan restricted by a Standard Interest Rate (required for IRC section 401(a) safe harbor plans)
- e. Other: \_\_\_\_\_

**8. Fresh Start Dates (Section 2.3.13) - A Fresh Start Date is a date that benefits are frozen and begin accruing under new Plan provisions. The following Fresh Start Dates exist for the Plan:**

a. Plan Amendments

a.1. No Fresh Start Date exists

a.2. A Fresh Start Date exists for the following groups:

<input type="checkbox"/> a.2.A. <u>Fresh Start Group</u>	<u>Date Group</u> <u>Established</u>	<u>Fresh Start</u> <u>Date</u>
	/ /	/ /
	/ /	/ /
	/ /	/ /
	/ /	/ /
	/ /	/ /

a.2.B. Other: \_\_\_\_\_

b. Section 401(a)(17) Participants

b.1. TRA '86 Fresh Start Date \_\_\_/\_\_\_/\_\_\_ (Must be the last day of the Plan Year beginning in 1988 through 1993)

b.2. OBRA '93 Fresh Start Date \_\_\_/\_\_\_/\_\_\_ (Must be the last day of the Plan Year beginning in 1993)

**9. Adjusted Frozen Accrued Benefit (Section 2.3.13) - The Adjusted Frozen Accrued Benefit equals the Frozen Accrued Benefit as of a Fresh Start Date, but as adjusted below:**

Other than Section 401(a)(17) Participants

- a. No adjustment
- b. Multiplied by fraction based on old compensation definition
- c. Multiplied by fraction based on new compensation definition
- d. Substitute new compensation in old formula

If b or c is selected, for Fresh Start Dates prior to the Plan Year beginning in 1994:

- e. Reconstructed compensation not used (recommended)
- f. Compensation is reconstructed from the Plan Year ending \_\_\_/\_\_\_/\_\_\_ (Date must be on or after Fresh Start Date and on or before the last day of Plan Year beginning in 1993)

The adjustments above are subject to the following limitations: (Omit if a is selected)

- g. No limitations
- h. Limited to \_\_\_\_\_% of the otherwise permitted adjustment
- i. May not exceed the greater of the Participant's Frozen Accrued Benefit, or \$\_\_\_\_\_
- j. Limited to \_\_\_\_\_% of the Participant's Frozen Accrued Benefit (100% or greater)

Section 401(a)(17) Participants

- k. No adjustment
- l. OBRA '93 Frozen Accrued Benefit Plus TRA '86 Frozen Accrued Benefit
- m. OBRA '93 Frozen Benefit

**10. Voluntary Employee Contributions (Sections 2.2.3, 2.7.2, and 2.7.3) - The Plan permits Employees to make voluntary (after tax) contributions:**

- a. Not permitted
- b. Permitted without limitation
- c. Permitted, but not in excess of \_\_\_\_\_% of Compensation

- d. Permitted, but not in excess of \$\_\_\_\_\_ per Plan Year
- e. Permitted, but not after \_\_\_/\_\_\_/\_\_\_\_\_
- f. Other: \_\_\_\_\_

If Voluntary Employee Contributions are permitted, the ACP test is based on the:

- g. Prior year method, where the first year's ACP for NHCEs:
  - g.1. Is deemed to be 3.00%
  - g.2. Equals the actual ACP for the first year
- h. Current year method

**11. Years of Credited Service** - For purposes of determining a Participant's Normal Retirement Benefit or Accrued Benefit, the period used in measuring service is:

- a. The Plan Year
- b. The Employee's Eligibility Computation Period
- c. The 12-month period ending on the employment anniversary date
- d. The calendar year ending with or within the Plan Year

A Year of Credited Service is granted for each year in which the Employee earns:

- e. \_\_\_\_\_ Hours of Service (not to exceed 1000)
- f. \_\_\_\_\_ Hours of Service, pro-rata year given if less than specified hours (Not to exceed 2000)
- g. \_\_\_\_\_ Hours of Service, pro-rata year given if less than specified hours provided at least \_\_\_\_\_ hours are earned (First blank not to exceed 2000, second blank not to exceed 1000)
- h. Elapsed Time Method
- i. Other: \_\_\_\_\_  
*MODIFICATION REQUIRING IRS SUBMISSION*

Years of Credited Service are granted for:

- j. Years while a Participant
- k. All years with the Employer
- l. disregard Years of Credited Service prior to:
  - l.1. \_\_\_/\_\_\_/\_\_\_\_\_
  - l.2. the latest Fresh Start Date

*Note: Plans intending to satisfy an IRC section 401(a)(4) safe harbor must exclude years prior to 5 years before the effective date of the formula*

Government Plans Only

- m. Allow purchase of permissive service credits

**12. Minimum Top Heavy Benefits (Section 2.6.1)** - If the Plan is Top Heavy, the minimum annuity is 2% of Highest Average Compensation for each Year of Service, except that the following Years of Service will not be included:

- a. Years prior to 1984
- b. Years prior to the adoption of the Plan
- c. Years of Service earned prior to becoming a Participant
- d. Years of Service earned while the Plan was not Top Heavy

Payable:

- e. in the Normal Form of Benefit (the same as question D.1 above)
- f. as a straight life annuity only

**13. Eligibility for Top Heavy Benefits (Section 2.6.1)** - All Participants are eligible except: (May select both a and b or leave blank)

- a. Key Employees
- b. Employees covered by a collectively bargained agreement

**14. Minimum Retirement Benefits (Section 2.3.2)** - Aside from any Minimum Top Heavy Retirement Benefits, a Participant's Normal Retirement Benefit will not be less than: (Leave blank if no minimum)

Custom text formula: \_\_\_\_\_

**15. Minimum Accrued Benefits (Section 2.3.2)** - Aside from any maximum Top-Heavy Retirement Benefits, a Participant's Normal Accrued Benefit will not be less than: (Leave blank if no minimum)

Custom text formula: \_\_\_\_\_

**16. Miscellaneous (Section 2.3.2)** - Enter any custom text language intended to modify the Cash Balance formula that is not covered above. This language will print at the end of the formula as the last 2 paragraphs in Section 2.3.2 of the final document. Omit if no additional language desired.

- a. The Normal Retirement Benefit is rounded to the nearest \$\_\_\_\_\_ (If left blank, this sentence will not print)
- b. Other 1: \_\_\_\_\_
- c. Other 2: \_\_\_\_\_

**17. Plan Actuarial Equivalence** - The actuarial assumptions used in computing optional forms of payment under the Plan are:

- a. User-specified rates:
  - a.1. Pre-retirement interest rate:
    - a.1.A. \_\_\_\_\_%
    - a.1.b. Other \_\_\_\_\_
  - a.2. Post-retirement interest rate:
    - a.2.A. \_\_\_\_\_%
    - a.2.b. Other \_\_\_\_\_
- b. Mortality Tables: *Select one table (or none) for pre-retirement and one table for post-retirement (Standard Mortality Tables are indicated with an asterisk (\*) but cannot be blended)*

<u>Pre-Retirement</u>	<u>Post-Retirement</u>
-----------------------	------------------------

- |                                 |                                 |   |
|---------------------------------|---------------------------------|---|
| <input type="checkbox"/> b.1.A. |                                 | None  |
| <input type="checkbox"/> b.2.A. | <input type="checkbox"/> b.2.B. | *UP84   |
| <input type="checkbox"/> b.3.A. | <input type="checkbox"/> b.3.B. | The blended 83 GAM Table per Rev.Rul. 95-6 (GATT table)                                   |
| <input type="checkbox"/> b.4.A. | <input type="checkbox"/> b.4.B. | The Blended 94 GAR Table projected to 2002 by scale AA per Rev. Rul. 2001-62 (GATT table) |
| <input type="checkbox"/> b.5.A. | <input type="checkbox"/> b.5.B. | UP-94   |
| <input type="checkbox"/> b.6.A. | <input type="checkbox"/> b.6.B. | 94-GAR  |



- |                                  |                                  |                                    |
|----------------------------------|----------------------------------|------------------------------------|
| <input type="checkbox"/> b.7.A.  | <input type="checkbox"/> b.7.B.  | *83 IAM                            |
| <input type="checkbox"/> b.8.A.  | <input type="checkbox"/> b.8.B.  | *83 GAM                            |
| <input type="checkbox"/> b.9.A.  | <input type="checkbox"/> b.9.B.  | *71 IAM                            |
| <input type="checkbox"/> b.10.A. | <input type="checkbox"/> b.10.B. | *71 GAM                            |
| <input type="checkbox"/> b.11.A. | <input type="checkbox"/> b.11.B. | RP-2000 Mortality Table            |
| <input type="checkbox"/> b.12.A. | <input type="checkbox"/> b.12.B. | Other: Pre - _____<br>Post - _____ |

If the mortality table is not a unisex table (b.4 through b.10), specify the table below: (b.15.A. and b.15.B. are not Standard Mortality Tables)

- |                                  |   |         |
|----------------------------------|---|---------|
| <input type="checkbox"/> b.13.A. | <input type="checkbox"/> b.13.B.                                  | *Male   |
| <input type="checkbox"/> b.14.A. | <input type="checkbox"/> b.14.B.                                  | *Female |
| <input type="checkbox"/> b.15.A. | Blended: _____% male; _____% female (percentages must total 100%) |         |
| <input type="checkbox"/> b.15.B. | Blended: _____% male; _____% female (percentages must total 100%) |         |

Other adjustments to the mortality table: (Select all applicable. None are Standard Mortality Tables)

- |                                  |   |
|----------------------------------|---|
| <input type="checkbox"/> b.16.A. | Setback (-)/Setforward (+): ____                                |
| <input type="checkbox"/> b.16.B. | Setback (-)/Setforward (+): ____                                |
| <input type="checkbox"/> b.17.A. | Projected to year ____ with scale selected in b.18 through b.23 |
| <input type="checkbox"/> b.17.B. | Projected to year ____ with scale selected in b.18 through b.23 |
| <input type="checkbox"/> b.18.A. | Scale C   |
| <input type="checkbox"/> b.18.B. | Scale C   |
| <input type="checkbox"/> b.19.A. | Scale D   |
| <input type="checkbox"/> b.19.B. | Scale D   |
| <input type="checkbox"/> b.20.A. | Scale G   |
| <input type="checkbox"/> b.20.B. | Scale G   |
| <input type="checkbox"/> b.21.A. | Scale H   |
| <input type="checkbox"/> b.21.B. | Scale H   |
| <input type="checkbox"/> b.22.A. | Scale AA  |
| <input type="checkbox"/> b.22.B. | Scale AA  |
| <input type="checkbox"/> b.23.A. | Other: _____  |
| <input type="checkbox"/> b.23.B. | Other: _____  |

**18. IRC Section 417(e) Present Value Provisions (Sections 2.3.10, 3.1.2, 3.1.3, and 3.1.4)** - The actuarial assumptions used in determining the minimum cashout under IRC section 417(e) and the maximum distribution other than a life annuity (or joint and survivor annuity) under IRC section 415 are based on the Applicable Mortality Table and the Applicable Interest Rate. The Stability Period (period for which the Applicable Interest Rate remains unchanged) is:

- a. One month
- b. One Plan quarter
- c. One calendar quarter
- d. One Plan Year
- e. One calendar year

The Look Back Month (month in which the applicable Interest Rate is determined) under the Plan is the:

- f. First calendar month preceding each Stability Period
- g. Second calendar month preceding each Stability Period
- h. Third calendar month preceding each Stability Period

- i. Fourth calendar month preceding each Stability Period
- j. Fifth calendar month preceding each Stability Period
- k. Other: \_\_\_\_\_

For IRC section 415(b)(2)(E) purposes (determination of the Maximum Permissible Benefit): *(Omit if original effective date of Plan is after 12/7/94)*

- l. GATT rates were effective: \_\_\_/\_\_\_/\_\_\_\_\_
- m. Date amendment executed: \_\_\_/\_\_\_/\_\_\_\_\_

If RPA '94 Old Benefits are protected:

- n. Not protected
- o. The RPA '94 Freeze Date (date RPA '94 Old Law Benefits are determined) is: \_\_\_/\_\_\_/\_\_\_\_\_

And the transitional rule used is:

- o.1. Method 1: Old assumptions on Old Law Benefit; new assumptions on remaining benefit
- o.2. Method 2: Old assumptions on Old Law Benefit to be used as a minimum
- o.3. Method 3: Greater of Method 1 and Method 2

For IRC section 417(e) purposes (minimum cashout provisions): *(Omit if original effective date of Plan is after 12/7/94)*

- p. GATT rates were effective:
  - p.1. \_\_\_/\_\_\_/\_\_\_\_\_
  - p.2. The RPA Freeze Date entered in item o above
  - p.3. The Final Implementation Date (latest date possible)
- q. Date amendment executed: \_\_\_/\_\_\_/\_\_\_\_\_
- r. For years prior to the later of the dates entered in p and q, the PBGC rates were determined as of:
  - r.1. The first day of Plan Year
  - r.2. The date of distribution
  - r.3. The month prior to the date of distribution
  - r.4. Other: \_\_\_\_\_
- s. For lump sum cashouts in excess of \$25,000, the rates used are:
  - s.1. 120% of the PBGC rates
  - s.2. 100% of the PBGC rates

**19. IRC 416 Actuarial Equivalence (Section 2.6.2)** - The actuarial assumptions used in calculating the present value of Accrued Benefits for determining the Plan's top heavy ratio are:

- a. The same as the Plan's actuarial equivalence factors (question 18 above)
- b. Other: \_\_\_\_\_

**20. Deemed Individual Retirement Accounts (Sections 2.2.4 and 2.2.5)** (Complete only if Deemed IRA permitted)

- a. Pre-tax IRA Contributions are permitted for Plan Years beginning on or after \_\_\_/\_\_\_/\_\_\_\_\_ *(Enter 01/01/06 or later)*
- b. Roth IRA Contributions are permitted for Plan Years beginning on or after \_\_\_/\_\_\_/\_\_\_\_\_ *(Enter 01/01/06 or later)*

SAMPLE

## E. Vesting Provisions

Unless otherwise specified, select only one option to each question below.

1. **Year of Vesting Service** - The period used to determine a Year of Vesting Service is:

- a. The Plan Year
- b. The Employee's Eligibility Computation Period
- c. The 12-month period ending on the employment anniversary date
- d. The calendar year ending with or within the Plan Year

A Year of Vesting Service is granted for each year in which the Employee earns:

- e. \_\_\_\_ Hours of Service (not to exceed 1000 hours)
- f. \_\_\_\_ Hours of Service (not to exceed 1000 hours), pro-rata year given if less than specified hours
- g. Elapsed Time Method

2. **Excluded Years (Section 2.4.2)** - All years of service are included except: *(Omit if all years included. Do not select both b and c)*

- a. Exclude Years of Vesting Service prior to age 18
- b. Exclude Years of Vesting Service prior to the original effective date of a predecessor plan
- c. Exclude Years of Vesting Service prior to the original effective date of this Plan
- d. Exclude Years of Vesting Service when Mandatory Contributions were not made

3. **Vesting Schedule (Section 2.4.1)** - Select one option under each category below:

Early Retirement - A Participant who reached Early Retirement Age shall:

- a. Vest according to the schedule for terminated Participants
- b. Be 100% vested

Disability Retirement - A Participant who is Disabled under the terms of the Plan shall:

- c. Vest according to the schedule for terminated Participants
- d. Be 100% vested
- e. Continue to earn Vesting Service while Disabled

Death - A Participant who dies while actively employed shall:

- f. Vest according to the schedule for terminated Participants
- g. Be 100% vested

Termination Due to Resignation or Discharge - A Participant who terminates employment for reasons other than those listed above shall:

- h. Be 100% vesting upon participation
- i. Be 100% vesting after 3 Years of Vesting Service
- j. Other: *Must be at least as favorable as one of the above*

<u>Year(s) of Vesting Service</u>	<u>Percent Vested</u>
-----------------------------------	-----------------------

Less than 1	_____
-------------	-------

1 but less than 2	_____
2 but less than 3	_____
3 years or more	100%

Alternate Vesting Schedule - Enter any special vesting schedules that apply, for example, to specific allocations or certain employee groups: *(Omit if only one vesting schedule)*

k. Custom text: \_\_\_\_\_

Minimum Vested Amount - The Present Value of Vested Accrued Benefits for a Participant shall not be less than:

- l. No minimum
- m. The lesser of \$\_\_\_\_ or the Accumulation Account balance

**4. Prior Vesting Schedule (Section 2.4.1)** - If the Plan had a prior vesting schedule, enter it below:

Effective date of new schedule: \_\_\_/\_\_\_/\_\_\_\_\_

<u>Year(s) of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 but less than 7	_____
7 or More	100%

**5. Top-Heavy Vesting Schedule (Section 2.6.1)** - If the Plan is Top-Heavy, the vesting schedule shall be

- a. Same as the non-Top-Heavy vesting schedule above (Must be at least as favorable as b or c below)
- b. At a rate of 20% each year after 2 Years of Vesting Service (20% vested in second year)
- c. 100% vested after 3 Years of Vesting Service
- d. Other: (Must be at least as favorable as b or c)

<u>Year(s) of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 or more	100%

**6. Reemployment (Sections 2.3.1 and 2.4.3)** - If a Participant receives a cash-out of his Accrued Benefit due to his termination of employment and is later reemployed:

- a. His Accrued Benefit will be restored, but only if he repays the amount with interest
- b. Any future benefits will be determined based on total Credited Service and then reduced by any distributions

SAMPLE

## F. Other Benefits

Unless otherwise specified, select only one option to each question below

1. **Early Retirement Benefits (Section 2.3.3)** - Benefits commencing at Early Retirement Date equal the Accrued Benefit payable at Normal Retirement Date: *(Omit if no Early Retirement under the Plan)*

- a. Without any reduction (full subsidy)
- b. Reduced actuarially based on the Plan's actuarial equivalence factors
- c. Other: \_\_\_\_\_

2. **Postponed Retirement Benefits (Section 2.3.4)** - The Accrued Benefit of a Participant working past Normal Retirement Date equals: *((If d is selected select an additional option))*

- a. The Normal Retirement Benefit determined at actual retirement
- b. The Normal Retirement Benefit determined as of the Participant's Normal Retirement Date, with interest credit adjustments each crediting period
- c. Other: \_\_\_\_\_
- d. In lieu of an immediate distribution, a Participant may elect to have the lump sum Actuarial Equivalent of his benefits segregated in an IRC section 414(k) account
  - d.1. The Participant may direct the investments of the 414(k) account
  - d.2. The 414(k) account will share in pro-rata portion of the earnings of the entire Trust

3. **Disability Benefits (Section 2.3.5)** - If a Participant who is found to be disabled: *(Omit if no Disability Benefits (B6) under the Plan)*

- a. By the Social Security Administration, he is entitled to his vested Accrued Benefit as selected in d through g below
- b. By the Plan Administrator, he is entitled to his vested Accrued Benefit as selected in d through g below
- c. Other: \_\_\_\_\_

If a or b is selected above, Disability Benefits are payable at:

- d. Normal Retirement Date
- e. Early Retirement Date without any actuarial reduction (full subsidy)
- f. Disability Retirement Date without any actuarial reduction (full subsidy)
- g. Other: \_\_\_\_\_

4. **Death Benefits (Section 2.3.6)** - Any death benefits selected below are subject to the Qualified Pre-Retirement Survivor Annuity (QPSA) requirements

- a. The pre-retirement death benefits are provided to:
  - a.1. The spouse only
  - a.2. The spouse or other Beneficiary
- b. The pre-retirement death benefits are equal to:
  - b.1. \_\_\_\_\_% of the Joint and \_\_\_\_\_% Survivor Annuity that is the Actuarial Equivalent of the Accrued Benefit payable in the Normal Form *(Not less than 50% or more than 100%)*
  - b.2. \_\_\_\_\_% of the Present Value of the Participant's Vested Accrued Benefit *(Not less than 50% or more than 100%)*
  - b.3. \_\_\_\_\_% of the Participant's vested Accrued Benefit, payable as a life annuity, without any reductions (full subsidy) *(Not less than 50% or more than 100%)*

- b.4. Any Life Insurance proceeds as modified below:
  - b.4.A. No modifications, provided QPSA requirements are met
  - b.4.B. Plus the Theoretical Individual Level Premium Reserve
  - b.4.C. But not less than the Theoretical Individual Level Premium Reserve
  - b.4.D. Plus the Theoretical Individual Level Premium Reserve minus the cash surrender value
  - b.4.E. Plus the Present Value of the Participant's Accrued Benefit
  - b.4.F. But not less than the Present Value of the Participant's Accrued Benefit
  - b.4.G. Plus the Present Value of Accrued Benefits minus the cash surrender value
  - b.4.H. But not less than the Present Value of the Participant's Accrued Benefit plus any cash surrender value
  - b.4.I. Plus the Present Value of Accrued Benefits minus the cash surrender value, but not more than the greater of the Present Value of Accrued Benefits or \_\_\_\_\_ times the Participant's monthly Normal Retirement Benefit (Not more than 100)
  - b.4.J. Plus the Qualified Pre-retirement Survivor Annuity
  - b.4.K. Other: \_\_\_\_\_
- b.5. Other: \_\_\_\_\_

5. **Vested Retirement Benefit (Section 2.3.7)** - A Participant who terminates employment prior to death, disability, or retirement may commence benefits as of:

- a. Normal Retirement Date
- b. Normal Retirement Date, or at the Participant's election, at Early Retirement Date
- c. Normal Retirement Date, or at the Participant's election, at any time after termination of employment
- d. Other: \_\_\_\_\_

6. **Retroactive Annuity Starting Date (Section 2.5.5(h))** - Employer may allow employee to elect a Retroactive Annuity Starting Date

- a. Allow Employee to choose Retroactive Annuity Starting Date



## G. Distribution Provisions

Unless otherwise specified, select only one option to each question below.

1. **Normal Form of Distribution** - Unless the Participant elects otherwise, the vested interest of a Participant will be paid as a Qualified Joint and Survivor Annuity, the survivor percentage to equal:
  - a. 50% (Must offer a Qualified Optional Survivor Annuity of 75%)
  - b. 66.67% (Must offer a Qualified Optional Survivor Annuity of 75%)
  - c. 75% (Must offer a Qualified Optional Survivor Annuity of 50%)
  - d. 100% (Must offer a Qualified Optional Survivor Annuity of 50%)
  - e. \_\_\_\_\_% (May not be less than 50% or greater than 100%) (Must follow Qualified Optional Survivor Annuity rules)
  - f. Other: \_\_\_\_\_
  
2. **Optional Forms of Distribution (Section 2.3.10)** - (Select all applicable. Leave blank if no optional forms)
  - a. A lump sum distribution option is **automatically included** in the Plan document
  - b. Installment payments paid over a period equal to:
    - b.1. 1 year
    - b.2. 2 years
    - b.3. 5 years
    - b.4. 10 years
    - b.5. that was selected by the Participant or Beneficiary
    - b.6. Other: \_\_\_\_\_
  - c. Life Annuity
  - d. Joint and Survivor Annuity with survivor percentages equal to:
    - d.1. 50% (Must offer a Qualified Optional Survivor Annuity of 75%)
    - d.2. 66.67% (Must offer a Qualified Optional Survivor Annuity of 75%)
    - d.3. 75% (Must offer a Qualified Optional Survivor Annuity of 50%)
    - d.4. 100% (Must offer a Qualified Optional Survivor Annuity of 50%)
    - d.5. \_\_\_\_\_% (May not be less than 50% or greater than 100%) (Must follow Qualified Optional Survivor Annuity rules)
  - e. Life Annuity with Term Certain with the guarantee period equal to:
    - e.1. 5 years
    - e.2. 10 years
    - e.3. 15 years
    - e.4. 20 years
    - e.5. Other: \_\_\_\_\_
  - f. Life Annuity with Level Income to:
    - f.1. age 62
    - f.2. age 65
    - f.3. Normal Retirement Age
    - f.4. Social Security Retirement Age
    - f.5. Any age selected by the Participant
    - f.6. Other: \_\_\_\_\_
  - g. Annuity for a year Period certain and no life contingency equal to:
    - g.1. 5 years
    - g.2. 10 years

- g.3. 15 years
- g.4. 20 years
- g.5. Other: \_\_\_\_

Annuity increases as follows:

- g.6. Non-increasing
- g.7. Increasing \_\_\_\_% annually
- g.8. Increasing annually the lesser of \_\_\_\_% or the annual increase in the consumer price index
- h. Other: \_\_\_\_\_

**3. Restrictions on Lump Sums and Installments (Sections 2.3.10 and 3.11.5) - These payments are subject to the minimum distribution rules of IRC section 417(e) and any other restrictions selected below:**

Lump sums are payable: *(If you select b or c, you may select another option)*

- a. Available to all Participants after termination, regardless of reason
- b. To a Highly Compensated Employee only if the Plan is fully funded on a termination basis
- c. If the amount is less than \$\_\_\_\_\_
- d. Only at Normal Retirement Age
- e. On or after attaining Early Retirement Age
- f. Only if eligible for Normal Retirement Age at date of termination of employment
- g. Only if eligible for Early Retirement Age at date of termination of employment
- h. Other: \_\_\_\_\_
- i. If the distribution to the Participant is an Eligible Rollover Distribution, he can treat a portion of it as a Direct Rollover:
  - i.1. Without any restriction regarding the amount of the Direct Rollover
  - i.2. If the amount of the Direct Rollover is at least \$\_\_\_\_\_ *(amount cannot exceed \$500)*

If the entire Eligible Rollover Distribution is less than the amount you listed in Item 3.i.2, then:

- i.2.A. The Participant can elect a Direct Rollover regardless of the amount
- i.2.B. The Participant can elect a Direct Rollover if the amount exceeds \$\_\_\_\_\_ *(amount cannot exceed \$200)*

**4. Election to Waive Annuity Form of Payment (Section 2.5.4) - The Participant and spouse are given 30 days notice to elect a form other than a joint and survivor annuity.**

- a. The Plan's original Effective Date is after 9/22/95, and the Plan has always permitted the Participant to waive the notice requirement
- b. The Plan permits the Participant to waive the 30 day notice effective \_\_\_/\_\_\_/\_\_\_\_\_ *(On or after 9/22/95)*  
(NO MANDATORY CASHOUT)
- c. The Plan does not permit the Participant to waive the notice requirement

**5. Mandatory Cash Out Provisions (Sections 2.3.11 and 2.5.4) - Select one of a through d. If c or d is selected complete e. Must complete f**

- a. The Plan pays annuities as calculated, regardless of amount (NO MANDATORY CASHOUT)
- b. The Plan permits annuities to be paid quarterly or annually (NO MANDATORY CASHOUT)
- c. The Plan will distribute a Participant's Present Value of vested Benefits without consent if it does not exceed \$\_\_\_\_\_ *(\$5,000 or less)*
- d. Other: \_\_\_\_\_

- e. If selected, calculation of the above value will exclude the Participant's rollover contributions (Complete items e.1. and e.2)
- e.1. This selection will apply to distributions made on or after: \_\_\_/\_\_\_/\_\_\_ (Cannot be earlier than 1/1/02)
- e.2. With respect to Participants who separate from service after: \_\_\_/\_\_\_/\_\_\_ (This date can be earlier than 12/31/01)

(Warning: Exclusion of rollovers could trigger automatic rollover provisions if the Participant's total balance exceeds \$1,000)

- f. The default form of distribution is an automatic rollover from account balances in excess of \_\_\_ (Must be \$1,000 or less)

**6. Restriction on Immediate Distributions (Section 2.5.1)** - Immediate distributions are only permitted if the Participant's Present Value of vested Accrued Benefits is less than:

- a. No restriction
- b. \$ \_\_\_\_\_

**7. Suspension of Benefits (Section 2.5.10)** - If a Participant returns to work after retiring, annuity payments:

NOTE: Option limited to new plans or an existing plan restating an identical suspension of benefits option

- a. Continue in the same amount (no suspension)
- b. Are suspended for Participants whose Accrued Benefit if actuarially increased would exceed the IRC section 415 limit
- c. Are suspended for all Participants

Any benefits that are suspended will be actuarially increased to the new commencement date from:

- d. Date of suspension
- e. The Required Beginning Date

**8. Restricted Benefits (Section 3.1.9)**

Enter effective date that benefits are restricted if a distribution causes assets to fall below 110% of current liabilities: \_\_\_/\_\_\_/\_\_\_ (No later than the first day of the Plan Year beginning in 1994 or, if later, the original Effective Date of the Plan)

**9. Distribution of Assets on Plan Termination (Section 2.5.8)** - Any residual assets after satisfying all benefit commitments shall:

- a. Revert to the Employer
- b. Be allocated to Participants

**10. Qualified Domestic Relations Orders (Section 3.12.9)** - Distributions are permitted to Alternate Payees:

- a. Immediately
- b. When the Participant attains "earliest retirement age" or terminates employment

The Present Value of Accrued Benefits is based on an interest rate equal to:

- c. 5%
- d. The interest rate used in determining optional forms of payment

**11. Required Minimum Distributions (Section 2.5.4)**

- a. The 1987 proposed regulations
- b. The 1987 proposed regulations prior to \_\_\_/\_\_\_/\_\_\_ and the proposed 2001 regulations thereafter (Enter date on or after 1/1/01. Date must be 1/1 for effective dates not during 2001)

Required Beginning Date for Participants other than 5% Owners:

- c. The April 1st following the calendar year in which age 70½ is attained
- d. The April 1st of the calendar year in which the later of attainment of 70½ or retirement occurs

**Warning:** If the Plan was in existence before the creation of this Plan document, the choice between Items F11.c or d must be the same as the selection previously made

Distributions shall be in the form of:

- e. Lump Sum
- f. Single Life Annuity
- g. Annuity for \_\_\_ year Period certain and life
- h. Annuity for a Period certain selected by the Participant and no life contingency
  - h.1. Non-increasing
  - h.2. Increasing \_\_\_% annually
  - h.3. Increasing annually the lesser of \_\_\_% or the annual increase in the consumer price index
- i. Joint and \_\_\_\_\_ Survivor Annuity

Must choose one of the following even if lump sum is only option chosen in e through i:

- j. Over the life expectancy of the Participant's spouse
- k. Over the life expectancy of the Participant's Beneficiary
- l. If the Participant elects otherwise
- m. If the Participant or Beneficiary elects otherwise

**12. Funding-Based Limits On Benefits and Benefit Accruals**

- a. Benefit Accruals not permitted by Subsection 3.1.11(a)
  - a.1. Accruals shall continue to be limited until the Plan is amended to restart Accruals
  - a.2. Accruals shall be reinstated pursuant to Subsection 3.1.11(b)
- b. Benefit Accruals not permitted by Subsection 3.1.13 shall be reinstated as of the day following the end of the cessation period
  - b.1. Restrictions shall continue to apply until the Plan is amended
  - b.2. Accruals shall be reinstated pursuant to Subsection 3.1.13(b)

**13. Qualified Disaster Recovery Assistance Distributions**

- Allow special distributions to individuals in disaster areas

## H. Other Administrative Provisions

Unless otherwise specified, select only one option to each question below.

1. **Loans (Sections 3.7.1 and 3.7.6)** - The Plan may permit loans to Participants in accordance with the loan program:

- a. Loans not permitted
- b. Loans permitted and loan repayments during Qualified Military Service
  - b.1. Are suspended in accordance with IRC section 414(u)
  - b.2. Continue as specified in the repayment schedule

2. **Portability (Section 3.11.3)** The Trustee will accept the following assets as rollover contributions to the Plan:

- a. Rollover contributions not permitted
- b. Rollover contributions permitted only if from another plan of the Employer
- c. Rollovers are permitted from: *(Select all applicable)*
  - c.1. A conduit IRA
  - c.2. Terminated plan of the Employer
  - c.3. Any other qualified plan
  - c.4. Roth IRATreatment of assets:
  - c.5. In-kind assets not permitted
  - c.6. In-kind assets not permitted except for Participant loans
  - c.7. In-kind assets permitted
  - c.8. In-kind assets permitted except for Participant loans
  - c.9. Participant loans not permitted
  - c.10. Participant loans permitted
  - c.11. Participant loans permitted only if originated from the Employer
- d. Rollovers are permitted with respect to:
  - d.1. Participants only
  - d.2. All Employees
  - d.3. Direct rollover for nonspouse beneficiary allowed for distributions after:
    - 3.A. 2006
    - 3.B. 2007
- e. Accept Direct Rollover of After Tax Amounts

3. **Life Insurance Authorization (Sections 3.6.1 and 3.6.3)** - The Trustee may purchase life insurance if so directed

- a. No Life Insurance Policies permitted
- b. No Life Insurance Policies permitted after \_\_\_/\_\_\_/\_\_\_\_. Policies in effect shall be:
  - b.1. Surrendered
  - b.2. Converted to paid up policies

4. **Multiple Plans Top-Heavy Provisions (Section 2.6.1)** - If the Employer maintains more than one plan, the minimum top-heavy requirement of IRC section 416 is met:

- a. In this Plan (Select this option even if there are no other plans)
- b. In another defined benefit plan (Specify plan):

- \_\_\_\_\_
- c. In a defined contribution plan (Specify plan): \_\_\_\_\_
- d. Partially in this Plan and partially in a defined contribution benefit plan: (Specify plan): \_\_\_\_\_
- e. In this Plan, but only if the Participant does not participate in another plan sponsored by the Employer

For Plan Years prior to 1/1/2000:

- f. The minimum top heavy requirements were met
- g. Additional top heavy accruals were credited for IRC section 415 purposes
- h. Additional allocations were made for IRC section 415 purposes

If top heavy minimum is custom text, enter it here and leave a through h blank

- i. \_\_\_\_\_

5. **Valuation Date (Section 2.6.2)** - For purposes of computing the Top-Heavy Ratio, the Valuation Date is \_\_\_/\_\_\_ of each Plan Year (Enter last day of Plan Year unless Plan is aggregated with another plan for top heavy testing purposes)

6. **Multiple Plans Maximum Annual Addition Provisions (Sections 3.1.1 and 3.1.8)** - If the Employer maintains more than one defined benefit plan and the maximum limitations of IRC section 415(b) are exceeded, then:

- a. The accruals from this Plan are adjusted first
- b. The accruals in this Plan are adjusted last
- c. Other: \_\_\_\_\_

Benefit increases due to the repeal of IRC section 415(e) are granted to:

- d. All former and current Participants
- e. Only those Participants who are credited with an Hour of Service in a Limitation Year beginning in 2000

If the Employer maintained this Plan and a defined contribution plan prior to 1/1/2000 and the maximum limitations of IRC section 415(e) were exceeded, then:

- f. The accrual from this Plan was reduced first
- g. The allocation from a defined contribution plan was reduced prior to the accruals from this Plan
- h. Other: \_\_\_\_\_

7. **Maximum Permitted Disparity (Section 2.3.12)** - In the case of multiple plans, if the maximum permitted disparity is exceeded the: (*Omit if Plan formula is dollar based or non-integrated (Formulas D3.a through D3.d and D3.m.1)*)

- a. Accrual will be adjusted in this Plan:
- a.1. Accrual based on the Excess Benefit Percentage (*Only available if allocation formula D3.h selected*)
- a.2. Accrual based on the Base Benefit Percentage (*Only available if allocation formula D3.h selected*)
- a.3. General test will be performed without recognizing imputed disparity (*Not available if allocation formula D3.h is selected*)
- a.4. Other: \_\_\_\_\_

- b. Allocation or accrued benefit will be adjusted in another DC plan of the Employer

For Plan Years on or after 1/1/89, the Annual Overall Permitted Disparity Fraction equals:

- c. 1.0
- d. 
$$\frac{(\text{Excess-Base}) \text{ Contribution Percentage} + (\text{Excess-Base}) \text{ Benefit Percentage or (Gross-Offset) Benefit Percentage}}{(\text{Maximum-Base}) \text{ Contribution Percentage} + (\text{Maximum-Base}) \text{ Benefit Percentage or Maximum Offset Percentage}}$$

**8. Trustee/Plan Administrator Authority (Section 3.2.2)** - If the Employer has appointed a group of 2 or more individuals to act as the Trustee or Plan Administrator, the group will be bound by any decisions made by:

- a. The majority
- b. Any \_\_\_ individuals acting in the capacity of the Trustee or Plan Administrator

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**Execution:** - Section 3.13.3

To record the adoption of this Plan and Trust the Employer and each affiliated employer, if any, has caused this Agreement to be executed by its duly qualified officers and the Trustee has executed this Agreement, as of the day and year first above written

Signatories:

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