



## PLEASE NOTE THE FOLLOWING WHEN SUBMITTING PROGRAM FORMS

- Use **only one** of the following methods of delivery:

**By Mail:**

ABA Retirement Funds Program  
P.O. Box 55072  
Boston, MA 02205-5072

**By Overnight Delivery:**

ABA Retirement Funds Program  
30 Braintree Hill Office Park  
Braintree, MA 02184

**By Email:** [ProgramForms@voyaplans.com](mailto:ProgramForms@voyaplans.com)

- If you are emailing a form, **DO NOT** mail the original, or the transaction will be processed twice.
- Email only **one** form at a time unless the forms are related and for the same participant, in the same plan.
- Forms received in good order via e-mail by **1 p.m. Eastern time** on a business day are considered to be received on that day. Forms received electronically after 1 p.m. Eastern time will be considered to be received on the next business day.
- Please do not “cc” any other email addresses when sending a form to the Program by email, as this causes the email to abort.
- The email should include a single document as an attachment, which does not require access to an external portal or link.
- There should be no instructions in the body of the email; the form should contain any additional instructions.
- If you are going to password-protect the form, please use only “abafunds” or Abafunds\*1.”

### FORMS THAT CANNOT BE ACCEPTED VIA EMAIL

- If the form is being submitted to claim the assets in a deceased participant’s account, the form and a certified copy of the death certificate **must be mailed** or sent by overnight delivery.
- If spousal consent is required, and the witness is a notary, the form **must be mailed** or sent by overnight delivery so that the notary seal can be confirmed.

Forms submitted in any other manner will be considered to be received “not in good order,” which may cause a delay in processing the item.

Thank you for your cooperation so that we can best service your plan.

**Note:** after your email is received by the transaction processing group, you’ll receive an auto reply with a “Task” confirmation number. If you do not receive an auto reply, please contact us. Plan Administrators should call **800.752.6313**. Participants should call **800.348.2272**.



# PLAN TERMINATION NOTIFICATION

ABA Retirement Funds Program ("the Program")  
P.O. Box 55072 • Boston, MA 02205-5072

Plan Administrator Line: 800.752.6313  
Website: www.abaretirement.com

Use this form to notify the Program that the Employer has decided to terminate the retirement plan identified below and to further direct and authorize the Program to take the actions described in this form. Return this completed, signed form along with the completed, signed TD Ameritrade IRA Application that is included with this form.

Note that you may not use this form to terminate a defined benefit pension plan or cash balance plan. For either of those types of plans, you must go through your actuarial provider.

## 1. EMPLOYER INFORMATION (To be completed by the Employer)

Program Plan Number: \_\_\_\_\_ Employer Tax ID Number: \_\_\_\_\_ – \_\_\_\_\_ IRS Plan Number: \_\_\_\_\_

Employer's Name: \_\_\_\_\_ Employer's Business Phone Number: (\_\_\_\_) \_\_\_\_\_ – \_\_\_\_\_

Employer's Email Address: \_\_\_\_\_

Plan Contact During Plan \_\_\_\_\_ Plan Contact's \_\_\_\_\_

Termination Process: \_\_\_\_\_ Business Phone Number: (\_\_\_\_) \_\_\_\_\_ – \_\_\_\_\_

Plan Contact's Email Address: \_\_\_\_\_

## 2. EMPLOYER DIRECTIVE

The Employer hereby notifies the Program that effective \_\_\_\_\_ (date) it is terminating the \_\_\_\_\_ (name of plan) and will distribute all assets of the plan as soon as practicable (but in all events prior to the one year anniversary of the termination date indicated above). Reason for plan termination: \_\_\_\_\_

### A. PLEASE COMPLETE THE FOLLOWING ACTIONS, AS APPLICABLE, IN THE ORDER SHOWN, PRIOR TO SUBMITTING THIS FORM:

- If you sponsor a **money purchase pension plan**, then your plan is subject to Section 204(h) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Section 204(h) requires that you notify eligible participants that the plan is terminating by distributing the notice described in Section 204(h) (a sample notice is posted in the online Plan Administrator Guide at **www.abaretirement.com/ePAG** (see Plan Termination)) in advance of the termination as described in the online Plan Administrator Guide. This notice requirement does not apply to profit sharing or 401(k) plans. Also, plans subject to Section 204(h) must amend their plans to freeze future benefit accruals; the Program will assist you in preparing a plan amendment for your signature. Submit your request for a plan amendment to **contactus@abaretirement.com**.
- All plans must ensure that final employer and/or employee contributions are made to the plan. Your plan may have assets in its forfeiture reserve account that could be used to reduce any remaining employer contributions.
- All plans must ensure that all participant records are complete and up to date (e.g., notify the Program promptly of any participant who is separated from service along with his or her termination date). *(The Program can provide a report of the current participant roster if you need to confirm information on file.)*
- All plans must determine how any assets held in the plan's forfeiture reserve account will be allocated to participants. Please indicate your decision by checking one of the boxes below:

The Employer instructs the Program to allocate all assets remaining in the plan's forfeiture reserve account on a pro rata basis to the participants who are actively employed with the employer as of the Plan Termination Date, based on plan-eligible compensation for the current year. If selecting this option, you must attach a list of participants and their respective compensation (as that term is defined under the plan) earned during the current year. Pursuant to this instruction, the Program will calculate each participant's allocation and transfer that amount to the participant's plan account. This is known as the "pro rata" method.

- The Employer instructs the Program to allocate all assets remaining in the plan's forfeiture account on an equal basis to all participants who, according to the Program's records, are actively employed with the employer as of the Plan Termination Date. This is known as the "per capita" method.

Note: Your failure to check a box above will be interpreted by the Program as an instruction to allocate all assets remaining in the plan's forfeiture account using the "per capita" method.

**B. BY SIGNING AND SUBMITTING THIS FORM, YOU DIRECT THE PROGRAM TO TAKE THE FOLLOWING ACTIONS IN THE ORDER SHOWN:**

- Forfeit any unvested employer contributions of any participants who have incurred five consecutive one-year breaks in service prior to the plan's termination date and transfer the assets to the plan's forfeiture reserve account.
- Accelerate the vested percentage to 100% for any participants who are **either** still actively employed with your firm **or** who continue to maintain an unforfeited account balance on the plan's termination date.
- Close the accounts of any participants that were never funded or that have a zero balance for any reason.
- Allocate all of the assets remaining in the plan's forfeiture reserve account pursuant to the instruction provided in Section 2A of this form.

**C. FINAL STEPS:**

- The Program will send an email to the email addresses in Section 1, above, regarding the final steps to complete the plan termination. Typically, this will include sending Distribution Request Forms to notify participants who have assets in the plan that the plan is being terminated and that they will need to provide directions for the distribution or rollover of their accounts. The Distribution Request Form is located at [www.abaretirement.com](http://www.abaretirement.com) under **Forms**.
- The Employer is responsible for filing a Form 5500 marked "final return" (which the Program will provide to you) once all of the plan's assets have been distributed.

The plan's termination will not be completed until all of these actions, and any additional applicable actions, are taken. The Employer (or the individuals with fiduciary responsibility for the plan, if the firm ceases doing business) retains responsibility for the plan's continuing compliance with applicable law until such time as the plan termination is completed. ***The IRS requires a terminating plan to distribute all assets as soon as administratively feasible. If distributions are not completed within one year following the date of plan termination specified by the employer, the distributions will be presumed not to have been made as soon as administratively feasible (see IRS Revenue Ruling 89-87). Plans that fail to timely distribute all assets may be deemed to be active, ongoing plans, subjecting an employer to additional contribution requirements and/or qualified plan compliance failures.***

In order to facilitate the final distribution of all plan assets within one year of the plan's termination date, you may select an Individual Retirement Account (IRA) provider to receive a direct rollover distribution of the account balance of any participant or beneficiary who fails to affirmatively request a distribution of their plan account prior to the one year anniversary of the plan's termination date (such participants and beneficiaries are referred to hereafter as "nonresponsive participants"). TD Ameritrade has agreed to make its IRA product available for this purpose. Information concerning TD Ameritrade's IRA, including its features and fees, can be found in TD Ameritrade's IRA Application.

By signing and submitting this form, you direct the Program to take the following actions related to the final distribution of all plan assets, each as necessary:

1. Distribute a "Notice of Termination" to nonresponsive participants 10 months after the plan termination date.
2. Prior to the one-year anniversary of the plan termination date, offset all remaining loans of nonresponsive participants.
3. Provide TD Ameritrade with demographic information for the nonresponsive participants necessary to establish the IRAs along with your completed, signed TD Ameritrade Application that you submitted with this form.
4. Roll over Roth assets into a Roth IRA and Non-Roth assets into a Traditional IRA. If an account in the plan is designated as a non-spouse beneficiary account, then those assets will be rolled into an Inherited IRA.
5. Distribute directly to the nonresponsive participant any Required Minimum Distributions or After Tax assets that are not eligible for rollover.
6. Wire all account balances of nonresponsive participants to TD Ameritrade for credit to the IRAs established for the nonresponsive participants.
7. Where a nonresponsive participant holds assets in a Self-Directed Brokerage Account (SDBA), provide direction to TD Ameritrade to retitle the SDBA assets to the IRA newly established for the nonresponsive participant.

The Employer agrees to hold harmless the Program, Voya Financial, Mercer, TD Ameritrade, the ABA Retirement Funds, their respective affiliates and the directors, officers and employees of each of them for all liabilities that arise as a result of the implementation of the directions provided in this form.

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SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE ON BEHALF OF THE EMPLOYER

DATE



# Automatic Rollover Individual Retirement Account (IRA) Application

PO Box 2226 ■ Omaha, NE 68103-2226  
Fax: 800-914-8980

This form is for use in establishing a Traditional or Roth IRA by the administrator or other authorized fiduciary ("Plan Administrator") of a tax-qualified plan on behalf of each participant in the plan identified to TD Ameritrade, Inc. by the Plan Administrator (or its authorized agent) for the purpose of rolling over to the IRA a mandatory distribution to the participant pursuant to Section 401(a)(31)(B) of the Internal Revenue Code.

## 1. TYPE OF IRA (Please select only one.)

- Traditional (Individual Contributory) IRA** — A tax-deferred savings plan. Contributions may be tax deductible. All distributions are subject to tax when withdrawn.
- Roth IRA** — A savings plan like the Traditional IRA. Contributions are not tax deductible, but qualified distributions are federal tax-free.
- Both Traditional and Roth IRA**

## 2. PLAN AND PLAN ADMINISTRATOR INFORMATION

Plan Name:

Plan Tax ID Number:	Plan Contact Name/Title:
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Plan Sponsor Name:

Street Address:  
(no PO box or mail drop)

City:	State:	ZIP Code:
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Fax Number:
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Email Address:

Plan Administrator Name:  
(if different from Sponsor)

Street Address:  
(no PO box or mail drop)

City:	State:	ZIP Code:
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Plan Administrator Contact:  
(if administrator is an entity)

Phone Number:	Fax Number:
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Email Address:

Plan Custodian Name:  
(if different from Sponsor)

Street Address:  
(no PO box or mail drop)

City:	State:	ZIP Code:
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Plan Custodian Contact:  
(if administrator is an entity)

Phone Number:	Fax Number:
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Email Address:



### 3. PLAN TPA

Please provide the following information regarding the third-party recordkeeper (Plan TPA) from which TD Ameritrade, Inc. is authorized to accept information regarding the respective participants for whom the Plan Administrator is establishing IRAs and the amounts of rollover distributions for each IRA.

Plan TPA Name:  
(if different from Sponsor)

Street Address:  
(no PO box or mail drop)

City: State: ZIP Code:

Plan TPA Contact:

Phone Number: Fax Number:

Email Address:

### 4. CASH SWEEP VEHICLE CHOICES

**Please note: By accepting the Client Agreement, I agree to have all free credit balances held in my account automatically swept into a TD Ameritrade FDIC Insured Deposit Account. See the Brokerage Services section of the Client Agreement for a complete description of the Cash Sweep program.**

### 5. IRA AGREEMENT

The undersigned administrator or other authorized fiduciary ("Plan Administrator") of the tax-qualified retirement plan identified above is establishing an IRA under the TD Ameritrade Clearing, Inc. ("Custodian") Prototype Individual Retirement Plan and Custodial Agreement ("Custodial Agreement"), which is incorporated by reference, on behalf of each participant in such plan who is identified to TD Ameritrade, Inc. ("TD Ameritrade") by separate data transmission from the Plan Administrator or the Plan TPA ("Participant").

The Plan Administrator expressly authorizes TD Ameritrade to receive and act upon information and instructions from the Plan TPA regarding such Participants in connection with the establishment of their respective IRAs pursuant to this Agreement. The Plan Administrator understands that the failure to provide all information required by TD Ameritrade with respect to a Participant may cause a delay in establishing an IRA for such Participant.

The Plan Administrator accepts responsibility for the information contained in this application and/or provided by the Plan TPA in connection with establishing Participants' IRAs pursuant to this Agreement and affirms such information is true and correct. The Plan Administrator agrees to indemnify and hold harmless TD Ameritrade from any and all liability and claims for damages resulting from any action taken by TD Ameritrade pursuant to this Agreement in reasonable reliance upon such information.

The Custodian represents and agrees that: the fees and expenses, if any, it charges to an IRA established pursuant to this Agreement will not exceed the fees and expenses charged to other comparable IRAs that are not automatic rollover IRAs and for which Custodian serves as the custodian; and that the Fund is an investment product that satisfies the conditions of the safe harbor in the Regulations and that, in the event the Fund becomes unavailable and the Participant has not directed investment of the IRA, amounts that are invested in the Fund continue to be invested in a product that satisfies the conditions of the safe harbor in the Regulations.

The Plan Administrator shall transfer (or cause the transfer of) the funds for a Participant into the Participant's IRA. The Plan Administrator (i) attests that the funding information provided by it or the Plan TPA is true and correct, (ii) authorizes TD Ameritrade to invest the funds in shares of the Fund, and (iii) assumes full responsibility for such funding transaction. The Plan Administrator releases and agrees to indemnify and hold harmless TD Ameritrade and the affiliates thereof from any and all liability and claims for damages from any adverse consequences that may result.

The Plan Administrator has received and read the Client Agreement that will govern the brokerage account of each IRA established hereunder. The Plan Administrator understands that the Client Agreement contains predispute arbitration clauses. The Plan Administrator agrees to be bound by this Client Agreement as amended from time to time. The Plan Administrator hereby requests an IRA to be opened in the name of each Participant as provided in this Agreement.

**The Client Agreement applicable to the brokerage account agreement for each IRA established hereunder contains predispute arbitration clauses. By signing this Agreement, the parties agree to be bound by the terms of the agreement including the arbitration agreement located in Section 12 of the Client Agreement on page 7.**

Each Participant for whom an IRA is established hereunder shall have the right to enforce the terms of the Custodial Agreement as required by the Regulations. The Internal Revenue Service does not require your consent to any provision of this document.

#### Plan Administrator

Printed Name:

Title:

 Signature:

Date:

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value