

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 990073
Hartford, CT 06199

By Overnight Delivery:

ABA Retirement Funds Program
One Orange Way
Windsor, CT 06095

By Email: ProgramForms@voyaplans.com

- If you are emailing a form, **DO NOT** mail the original, or the transaction will be processed twice.
- Email only one request (in most cases just one form) at a time per a plan, per a participant. Also only one disbursement or loan request should be submitted per a business day
- Forms received in good order via email 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 ("Program")
P.O. Box 990073 • Hartford, CT 06199

Plan Administrator Line: 800.752.6313
Website: 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 Charles Schwab Trust Bank ("Bank") 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 E-Mail Address: _____

Plan Contact During Plan Termination Process: _____

Plan Contact's 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: _____

Please note that the plan termination date cannot be a date in the future.

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. Unless you check the box below, the Program will 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 and who still have a balance in the Plan. This is known as the "per capita" method.
 - 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.

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** 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"). The Bank has agreed to make its IRA product available for this purpose. Information concerning the Bank's IRA, including its features and fees, will be provided upon request.

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 the Bank with demographic information for the nonresponsive participants necessary to establish the IRAs along with your completed, signed Bank IRA 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 the Bank 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 the Program and the Bank to liquidate the SDBA assets and transfer the cash 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.

SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE ON BEHALF OF THE EMPLOYER

DATE



TRUST BANK

Charles Schwab Trust Bank Automatic Rollover IRA Services Agreement

Execution Page: Please complete all sections below even if the Plan Sponsor and Plan Administrator are the same in order to avoid delays in processing.

_____, Plan Sponsor

Signature and Date Required

X

Signature

Date

Print Name

Title

_____, Plan Administrator

Signature and Date Required

X

Signature

Date

Print Name

Title

Plan Sponsor or Plan Administrator Mailing Address

Firm Name			
Address	City	State	Zip Code
Attn:	Telephone Number		
Email address			

If Directions will not be submitted to the Bank directly from the Third Party Administrator listed below, please complete Appendix B.

Third Party Administrator

Firm Name			
Address	City	State	Zip Code
Contact Name:	Telephone Number		
Email address			

Charles Schwab Trust Bank, Bank

Signature and Date Required

X

Signature

Date

Print Name

Title



TRUST BANK

Charles Schwab Trust Bank Automatic Rollover IRA Services Agreement

Appendix A

List of Plan(s):

Current Third-Party Administrator Name: _____

Plan 1 Name*:		<input type="checkbox"/> Plan held at Schwab (Check if yes.)
Account Number:	Trustee/Custodian:	

Plan 2 Name*:		<input type="checkbox"/> Plan held at Schwab (Check if yes.)
Account Number:	Trustee/Custodian:	

Plan 3 Name*:		<input type="checkbox"/> Plan held at Schwab (Check if yes.)
Account Number:	Trustee/Custodian:	

*Please list the employer, the committee or individual assigned as "Plan Administrator." If more than three plans, attach separate Execution pages.

Money Market Deposit Account Terms

The following terms ("Terms") apply to the IRA Money Market Deposit Account ("account") established with Charles Schwab Trust Bank ("Schwab Trust Bank") by Schwab Trust Bank in its capacity as custodian (in such capacity, "Custodian") under the Individual Retirement Account established for the benefit of the owner of the account ("Depositor") pursuant to the terms of the Charles Schwab Trust Bank Automatic Rollover IRA Agreement between Schwab Trust Bank or Charles Schwab Bank and the Depositor's former employer or the plan administrator under the Depositor's former employee benefit retirement plan.

Article I: Deposits

The initial minimum deposit to open the account is \$200 provided that Schwab Trust Bank may waive such minimum deposit in its sole discretion. Schwab Trust Bank may refuse to accept a third-party check or other item for deposit, or may accept it on a collection basis only. Any item that Schwab Trust Bank accepts for deposit is subject to later verification and final payment. Schwab Trust Bank may deduct funds from the account if an item is lost, stolen, or destroyed in the collection process, if it is returned unpaid, or if it was improperly paid, even if funds in the account have already been withdrawn.

Article II: Interest

The account will earn a variable interest rate. At Schwab Trust Bank's discretion, Schwab Trust Bank may change the account's interest rate and annual percentage yield at any time without prior notice. Information regarding the current interest rate is available from Schwab Trust Bank upon request.

Account interest accrues daily, compounds daily, and is credited after the close of business on the last business day of each month. If the account is closed for any reason before accrued interest is credited, Schwab Trust Bank will pay accrued interest up to, but not including, the day funds are withdrawn from the account at the time of closing.

Schwab Trust Bank uses the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account at the end of each day. The daily periodic rate is 1/365 of the interest rate. Interest begins to accrue no later than the business day Schwab Trust Bank receives credit for the deposit of noncash items (for example, checks).

Article III: Funds Availability

Schwab Trust Bank's policy is to make funds from cash and check deposits available to the account holder on the first business

day after the day Schwab Trust Bank receives the deposit. Electronic direct deposits will be available on the day Schwab Trust Bank receives the deposit, unless Schwab Trust Bank requires additional time to review the item to determine if it can be legally processed. Once the funds are available, the Custodian can withdraw the funds for distribution from the Individual Retirement Account, in accordance with the procedures of the Custodian, and subject to the tax consequences, including tax withholding, to the extent applicable to distributions from an Individual Retirement Account. (See Article IV for more information.)

For determining the availability of deposits, every day is a business day except Saturdays, Sundays, federal bank holidays, and days the New York Stock Exchange (NYSE) is closed. If a deposit is made before the close of business on a business day that Schwab Trust Bank and the NYSE is open, Schwab Trust Bank will consider that day to be the day of deposit. However, if a deposit is made after the close of business or on a day Schwab Trust Bank or the NYSE is not open, Schwab Trust Bank will consider that the deposit was made on the next business day.

Article IV: Withdrawals

The Depositor may withdraw funds from the account only by completing and mailing an Individual Retirement Account Distribution Request form provided by the Custodian. Schwab Trust Bank will mail a check for the amount requested or transfer the funds to another account at the Depositor's direction (e.g., through an automated clearing house or by wire), after withholding any amounts required to be withheld for taxes.

Electronic funds transfers to another account and other withdrawals are limited to six per calendar month, excluding withdrawals that the Depositor requests by mail or phone for which Schwab Trust Bank mails the Depositor a check. If you exceed this limitation, Schwab Trust Bank may close the account without prior notice. Please refer to the Charles Schwab Trust Bank Traditional Individual Retirement Account Agreement (Form 5305-A) or Roth Individual Retirement Account Agreement (Form 5305-RA) for information that applies to distributions (withdrawals) from an IRA under Section 408(a) of the Internal Revenue Code.

As required by federal law, Schwab Trust Bank reserves the right to require seven days' advance written notice of an intended transfer or withdrawal of funds from the account. Schwab Trust Bank currently does not exercise this right and has not exercised it in the past.

If Schwab Trust Bank receives a request for a withdrawal on a weekend, on a holiday, on a day the NYSE is closed, or after the close of its banking day, Schwab Trust Bank may treat the request as if it were received on the next business day.

Article V: Fees

An annual service fee of \$25 will be charged for the account. The fee will be prorated and withdrawn from the account each quarter. If the account balance drops below \$500, the service fee will be waived as long as the balance remains below \$500. Wire transfer fees may apply in connection with withdrawals by wire.

In addition to fees, the Depositor is obligated to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the account or account-related services (excluding any income tax payable by Schwab Trust Bank on its own income).

Article VI: Dispute Resolution

Any dispute arising between Schwab Trust Bank and the Depositor with respect to these Terms, the account, or any account-related service shall be settled by arbitration in accordance with the terms of the Individual Retirement Account Agreement with Schwab Trust Bank.

Article VII: Additional Terms and Conditions Amendments/Changes in Account Terms.

Schwab Trust Bank may add to, delete, or change these Terms at any time by sending a notice, a statement message, or amended Terms to the Depositor at the last address on file for the Depositor.

Changes in Name or Address. The Depositor agrees to notify Schwab Trust Bank immediately in writing of any change in the Depositor's name or address.

Compliance. The Depositor may not use the account or any account-related service in a manner that violates applicable law. If Schwab Trust Bank is uncertain of the legality of any transaction, Schwab Trust Bank may refuse the transaction or freeze the amount in question while Schwab Trust Bank investigates the matter.

Conflicting Demands/Disputes. If there is any uncertainty regarding the ownership of the account or its funds, if Schwab Trust Bank is unable to determine any person's authority to give it instructions, if Schwab Trust Bank is requested by an adult protective services agency or any other similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or if

Schwab Trust Bank believes a transaction may be fraudulent or may violate any law, Schwab Trust Bank may, at its sole discretion: (a) freeze the account and refuse transactions until Schwab Trust Bank receives written proof (in form and substance satisfactory to it) of each person's right and authority over the account and its funds; (b) refuse transactions; (c) require the closing of the account; and/or (d) request instructions from a court of competent jurisdiction, at the Depositor's expense, regarding the account or transaction. The existence of the rights set forth above shall not impose an obligation on Schwab Trust Bank to assert such rights or to deny a transaction.

Consent for Schwab to Contact the Depositor.

Schwab Trust Bank or Schwab Trust Bank's agents may contact the Depositor at any telephone number the Depositor provides to Schwab Trust Bank, including any cell phone number. Schwab Trust Bank may send text messages and make prerecorded or autodialed calls to any number(s) the Depositor provides. The Depositor's service provider may impose a charge to the Depositor for those calls/messages.

Deposit Insurance. Funds deposited at Charles Schwab Trust Bank are insured, in aggregate, up to \$250,000 based on account ownership type by the Federal Deposit Insurance Corporation (FDIC). The Depositor is responsible for monitoring the total amount of deposits he or she holds with Schwab Trust Bank, including any deposits held at Schwab Trust Bank in a self-directed employee benefit plan, such as the Schwab Personal Choice Retirement Account®, in order to determine the extent of FDIC coverage available. Because the deposit insurance rules are complex, the Depositor may want to write the FDIC at 550 17th Street NW, Washington, D.C. 20429, call the FDIC's toll-free consumer hotline at 1-877-275-3342, or use the FDIC's online tool, EDIE (www.fdic.gov/edie), to estimate total coverage.

Force Majeure. Schwab Trust Bank shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond Schwab Trust Bank's reasonable control.

Governing Law and Rules. To the extent this agreement is subject to the laws of any state, it will be subject to the laws of the State of Nevada, without regard to its conflict of law provisions. The account and account-related services also will be subject to applicable clearing house, Federal Reserve Bank, and funds transfer system rules ("Rules"). Schwab Trust Bank does not have to notify the Depositor of a change in the Rules, except to the extent required by law. If there is any inconsistency between these Terms and the Rules, these Terms shall supersede the Rules, unless otherwise provided in the Rules.

Inactive Accounts. Schwab Trust Bank may transfer unclaimed account funds to the appropriate state if no activity occurs in the account or the Depositor fails to communicate with Schwab Trust Bank regarding the Depositor's account within the time period specified by state law. If funds are transferred to the state, the Depositor may file a claim with the state to recover the funds.

Indemnification. The Depositor shall indemnify, defend, and hold Schwab Trust Bank harmless from all claims, actions, proceedings, fines, costs, and expenses (including, without limitation, attorney's fees) related to or arising out of: (a) the Depositor's actions or omissions in connection with the account, or (b) Schwab Trust Bank's actions or omissions, provided that they are taken/omitted in accordance with these Terms or the Depositor's instructions. This provision shall survive the termination of these Terms.

Legal Process. Schwab Trust Bank may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process which Schwab Trust Bank believes (correctly or otherwise) to be valid. Schwab Trust Bank may honor legal process that is served personally or by mail, email, or facsimile transmission at any of its offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where the account or records are maintained or at another office designated by Schwab Trust Bank for that purpose. Schwab Trust Bank may notify the Depositor of such process by telephone, electronically, or in writing. If Schwab Trust Bank is not fully reimbursed for its record research, photocopying, and handling costs by the party that served the process, Schwab Trust Bank may charge such costs to the account, in addition to Schwab Trust Bank's minimum legal process fee. The Depositor shall reimburse Schwab Trust Bank for any cost or expense, including attorney fees, which Schwab Trust Bank incurs in responding to legal process related to the account.

Limitation of Liability. Schwab Trust Bank's maximum liability with respect to the account and these Terms shall not exceed the amount of actual damages proven by the Depositor. Schwab Trust Bank's liability will be reduced: (a) by the amount of the loss that is caused by the Depositor's own negligence or lack of care; (b) to the extent that damages could not have been avoided by Schwab Trust Bank's exercise of ordinary care; and (c) by any loss recovery that the Depositor obtains from third parties (apportioned in accordance with this provision). Unless otherwise required by law, Schwab Trust Bank will not be liable for incidental, special, or consequential damages, including loss of profits and/or opportunity, or for attorney fees incurred by the Depositor, even if Schwab Trust Bank is aware of the possibility of such damages.

Limitation on Time to Bring Action. Unless otherwise required by law, an action or proceeding by the Depositor to enforce an obligation, duty, or right arising under these Terms or by law with respect to the account or any account-related service must be commenced no later than one year after the day the cause of action accrues.

Privacy. Schwab Trust Bank may release information about the Depositor, the account, and the transactions the Depositor performs to third parties: (a) where it is necessary or helpful in verifying or completing a transaction; (b) to disclose the existence, history, and condition of the account to consumer reporting agencies; (c) when the Depositor consents to the disclosure; (d) to Schwab Trust Bank's affiliates; (e) to other financial institutions with whom Schwab Trust Bank has a joint marketing agreement; (f) to comply with the law, a court, or governmental order; (g) to local, state, and federal authorities if Schwab Trust Bank believes a crime may have been committed involving the account; and (h) as permitted by law. Please see our privacy policy for additional details.

Severability. If any of the provisions of these Terms are determined to be void or invalid, the remainder of the Terms shall remain in full force and effect.

Statements and Notices. If Schwab Trust Bank provides the Depositor with an account notice or statement, electronically or otherwise, the Depositor must promptly and carefully review it to determine if any errors or problems exist. The Depositor must notify Schwab Trust Bank immediately of any error, discrepancy, or unauthorized transaction the Depositor discovers on any statement or notice. If the Depositor fails to do so, the Depositor may become responsible for the losses resulting from such failure.

Statements and notices are normally sent to the last address listed for the account with Schwab Trust Bank. The Depositor must mail or deliver all notices to Schwab Trust Bank in writing at the address(es) specified by Schwab Trust Bank.

Termination/Closing the Depositor's Account.

The Depositor may direct that the Custodian close the account at any time, with or without cause, in accordance with the provisions of the Charles Schwab Trust Bank Traditional or Roth Individual Retirement Account Agreement.

Transfers/Assignments Not Permitted. The Depositor may not transfer or assign any interest in the account to another person.

Waivers. Schwab Trust Bank may delay enforcing its rights under these Terms without losing them. Any waiver by Schwab Trust Bank shall not be deemed a waiver of other rights or of the same right at another time.