

# Liden, Nestle, Soled & Associates, Inc.

## Service Authorization Agreement

**YOUR COMPANY NAME** (*Print/Type*): \_\_\_\_\_ (*Sign & Date on Back Page*),

hereinafter referred to as "Employer", does hereby retain Liden, Nestle, Soled & Associates, Inc. hereinafter referred to as "LNS", as ministerial agents to provide the following services in accordance with fees and charges contained in the Agreement or subsequent attachments.

*All activities relating to annual services, consultation and requested special activities shall be performed on a time and charges basis. A minimum retainer fee for annual services shall be due and payable thirty (30) days prior to the plan year end. Said fee shall be based on the "Schedule of Fees." All additional fees shall be billed as incurred and due and payable upon receipt. This Agreement is applicable only to the Plan(s) indicated below as maintained by the Employer.*

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Defined Benefit | <input type="checkbox"/> Money Purchase    | <input type="checkbox"/> Profit Sharing |
| <input type="checkbox"/> 401(k) Plan/PSP | <input type="checkbox"/> Cash Balance Plan | <input type="checkbox"/> 401(k) Plan    |

### ANNUAL SERVICES PROVIDED BY LNS:

#### DEFINED BENEFIT PENSION PLAN

##### Determination of Participant Eligibility

IRC Section 410(b) Coverage Test  
IRC Section 401(a)(26) Participation

##### All Tax and Disclosure Forms:

5500 and Schedules  
Schedule B to 5500 (Certification by Actuary)  
Summary Annual Report  
Pension Benefit Guaranty Corporation (PBGC) form

##### Computations:

Normal Cost  
Projected Normal Retirement Benefits  
Present Value of Accrued Benefit  
Allocation of Assets  
IRC Section 416 "Top Heavy" Test

##### Participant Statements, Itemizing:

Projected Retirement Benefit  
Accrued Benefit  
Vested percentage  
Vested amount

##### Employer Valuation Report:

Plan Provisions  
Employer Contributions  
Actuarial Assumptions and Methods  
Participant Benefit Summary  
Plan Assets  
Funding Status of Plan

##### Provide Beneficiary Forms

#### DEFINED CONTRIBUTION PLANS

##### Determination of Participant Eligibility, Contribution

IRC Section 410(b) Coverage Test  
IRC Section 416 "Top Heavy" Test  
Discrimination Tests

##### Tax and Disclosure Forms:

5500 and Schedules  
Summary Annual Report

##### Participant Statements, Itemizing:

Allocation of contributions and forfeitures (if applicable) to account  
Allocation of investment results  
Vested percentage  
Vested amount

##### Employer Participant Summary Status of Each Participant's:

Plan Provisions  
Allocation of contribution, forfeitures (if applicable), and investment results pursuant to the plan specifications  
Compensation  
Contribution  
Investment Experience  
Vested Percentage  
Vested Account Balance

##### Provide Beneficiary Forms

**TERMINATION OF SERVICES**

Should this Agreement be terminated, any fees or charges incurred during the plan year shall be immediately due and payable. All pertinent files shall be assembled and forwarded to the successor and the client agrees to pay LNS for all time and charges incurred during the transfer with a minimum fee of \$350.

**EMPLOYER RESPONSIBILITY**

The employer agrees to furnish LNS with all data requested by LNS within 45 days after the plan year end in order that the work may be completed on a timely basis. Such data shall be deemed to be true and accurate. This includes, but is not limited to:

- Trust Accounting
- Employee Census (on LNS designated forms)
- Any change of corporate structure of acquisition of controlled corporation or affiliated service company

In the event client fails to provide complete and accurate information, or fails to provide payment for prior services performed within the specified time period, then LNS shall not be responsible for any of the services hereunder.

**DEFINITION OF SERVICES**

LNS shall perform the services delineated in this Agreement at the discretion of the Employer. LNS shall have no discretionary authority or control with respect to any matter regarding the plan. No delegation of authority, or discretionary control shall be made by the Employer to LNS. LNS is not a Fiduciary to the client, or to the client's plan. Client understands and acknowledges that the majority of services performed by LNS must be done within certain time deadlines as imposed by governmental agencies. Timely performance of these services by LNS is dependent upon the **client furnishing complete and accurate information to LNS**. No investment advice shall be deemed to be rendered by LNS to the Employer, or plan participants.

**CONFORMITY OF PROCEDURES**

In calculation of any information or services to be provided under this Agreement by LNS, the Employer agrees that all such calculations shall be performed under uniform rules and methods applicable to all qualified retirement plans serviced by LNS and the Employer hereby adopts such uniform rules and methods as their own.

**GENERAL PROVISIONS**

Client agrees to pay LNS's fees as provided upon receipt of a statement for LNS. An estimated statement will be provided and due at the conclusion of the client's Plan Year End, with a Supplemental Statement following the completion of the work.

This Agreement shall remain in force unless terminated by LNS or the Employer by written notice of not less than 30 days prior to the plan year end, and is an integral part of the Schedule of Annual Fees, a copy of which is attached hereto.

Agreed to this on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Sign Here)

\_\_\_\_\_  
**SIGNATURE**  
**(Required)**

\_\_\_\_\_  
(Print Here)

\_\_\_\_\_  
**COMPANY NAME**  
**(Required)**

***Return Completed Authorization to LNS***