

City of Sunrise Police Officers' Retirement Plan

Summary Plan Description

TIER 2

(Applies to all sworn members hired after September 30, 2015)

January 2016

INTRODUCTION

This Summary Plan Description (SPD) is intended to be a brief, plain language summary of the City of Sunrise Police Officers' Retirement Plan (the Plan). It describes your benefits, rights and obligations under the Plan but is not meant to change or extend the provisions of your Plan in any way. The benefits as described in this SPD are applicable to all members hired on or after September 30, 2015.

The provisions of your Plan may only be determined by reading the actual Plan documents, which consists of the Code of Ordinances of the City of Sunrise, the applicable provisions of Chapters 112, Part VII and 185, Florida Statutes, and the Internal Revenue Code. In the event of any discrepancy between this SPD and the actual provisions of the Plan, the Plan will govern.

A copy of your Plan documents are on file at the City Clerk's office and may be read by you, your beneficiaries or your legal representatives at any time during normal business hours. If you have any questions regarding either your Plan or this SPD, you should ask your Plan's Administrator. Their contact information is as follows:

David Williams
13790 N.W. 4th Street, Suite 105
Sunrise, Florida 33325
www.sunrisepolicepension.com
Phone: 954.845.0298
Fax: 954.845.9852

This SPD is provided to you to give you a description of the City of Sunrise Police Officers' Retirement Plan only, and is not a description of any other benefit provided to you by the City. Further, this SPD does not constitute a contract for retirement benefits. The City may provide you with other benefits upon your retirement, such as health insurance. If you desire any information about those benefits you should be able to obtain that information by contacting Human Resources Department of the City.

Sincerely,

BOARD OF TRUSTEES

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PLAN INFORMATION

There is certain general information you may need to know about your Plan. This general information is summarized below.

Plan Name: City of Sunrise Police Officers' Retirement Plan

Plan Year: Each 12-month period beginning on October 1st and ending on September 30th is the plan year. The Plan's fiscal records are maintained on this basis.

Legal Documents Creating the Plan: The actual Plan is set forth in the Code of Ordinances of the City of Sunrise. The Plan is also governed by certain provisions of Chapter 112, Part VII, and Chapter 185, Florida Statutes, and certain provisions of the Internal Revenue Code.

Board of Trustees: The Board of Trustees administers the Plan. This means that they are given the authority to insure proper operation of this retirement trust fund. There are five board members: two who are police officers elected by members of the Plan, two who are legal residents of the City and who are appointed by the City Council, and one who is selected by a majority of the other four Trustees and approved by City Council. DROP members may be Trustees if they have at least eighteen months remaining in the DROP at the time they take office. The current members of the Board of Trustees are:

Michael West, Chairman
William Bettencourt, Secretary
Daniel Ransome
Rogelio Torres
Eric Goldstein

The address for the Trustees is:
c/o Sunrise Police Officers' Retirement Plan
13790 NW 4 Street, Suite 105
Sunrise, Florida 33325

Designated Agent for Service of Legal Process: The Chairman of the Board of Trustees is the designated agent for service of legal process.

Lt. Michael A. West
Sunrise Police Department
10440 W. Oakland Park Blvd.
Sunrise, FL 33351

In the absence of the Chairman, any member of the Board of Trustees is subject to service of process.

Plan Administrator: While the Plan is administered by the Board of Trustees, the Plan engages the services of accountants, attorneys, actuaries, investment managers and performance monitors to advise it. The Plan has engaged the services of David Williams to handle the day-to-day business of the Plan. If you have any questions regarding your benefits, you may contact:

David M. Williams, Plan Administrator
Sunrise Police Officers' Retirement Plan
13790 NW 4 Street, Suite 105
Sunrise, Florida 33325
www.sunrisepolicepension.com
Phone: 954.845.0298
Fax: 954.845.9852

Custodian: The custodian of the Plan is responsible for the safekeeping of securities owned by the Pension Fund. At the direction of the Board of Trustees, the custodian also pays benefits to eligible persons and pays expenses incurred by the Plan. The custodian is Fiduciary Trust International of the South (FTIS).

Legal Counsel: The attorney for the Plan is Ronald J Cohen of Rice Pugatch Robinson Storfer & Cohen, PLLC.

Auditor: The accountant for the Plan is Davidson, Jamieson & Cristini, PL.

Actuary: The actuary for the Plan is Gabriel Roeder Smith & Company.

Investment Managers and Performance Monitor: The investment managers are responsible for selecting the securities to be bought and sold by the Pension Fund, in accordance with guidelines established by the Board of Trustees. The performance monitor advises the Board of Trustees on its investment guidelines, the performance of its managers compared to applicable indices and recommends asset allocation of the Fund. The performance monitor is Thistle Asset Consulting.

DEFINITIONS

Member: You become a member of this Plan as a condition of your employment when you are employed by the City of Sunrise Police Department as a full-time sworn police officer. The benefits as described in this SPD are applicable to all members hired on or after September 30, 2015.

Beneficiary: Your Beneficiary is each person that you designate to the Plan Administrator to receive a benefit that may become payable by the Plan upon your death. You should designate a Beneficiary when you become a Member of the Plan and make sure that you keep your Beneficiary election up to date. You are allowed to change your Beneficiary after your original designation two times without Board of Trustee approval. If you designate your spouse as a beneficiary and you become divorced after making your beneficiary designation, you may need to submit a new designation form even if you do not wish to change your beneficiary.

Credited Service: "Credited Service" is used to determine whether you are vested, to determine if you are eligible for certain benefits, and to compute the amount of pension benefits payable to you. Your Credited Service is equal to your total length of service, generally from your last date of hire until either your date of termination of employment, or your date of entry into the DROP, whichever is earlier. Credited Service is expressed in years and fractional parts of years.

Average Final Compensation: "Average Final Compensation" is the average of your salary during the highest five consecutive years of your last ten years of credited service.

Salary: This is the total actual fixed cash compensation paid yearly by the City for services rendered. This includes regular pay, holiday, and other payroll cash incentives and general monthly expense allowances. It does not include overtime, lump sum payouts of accrued benefits upon termination, auto allowances, uniform allowances, mileage and travel reimbursements and income from private details.

Vested interest: You are vested upon completion of ten years of full-time employee contributions.

WHAT IS A DEFINED BENEFIT RETIREMENT PLAN?

The City of Sunrise Police Officers' Retirement Plan (the Plan) is a defined benefit retirement plan. A Defined Benefit Plan promises a specific benefit at your retirement which is determined by a formula based upon your compensation and years of service.

WHO PAYS FOR MY BENEFITS?

You, the City and the State of Florida all make contributions towards the cost of the Plan. These contributions, along with investment income, are used to pay for Plan benefits.

Currently, you contribute 8% of your annual compensation. Your contribution is tax deferred and will cease upon your death, retirement, entry into the DROP, or termination of employment. Your employee contributions are deducted by your employer who submits them to the Fund on at least a monthly basis.

The State also contributes an amount pursuant to Florida Statutes Chapter 185, which provides a system for the taxation of certain insurance companies issuing insurance on automobiles located within the corporate limits of the City of Sunrise. A percentage of the premiums on that insurance are rebated by the State of Florida to the City of Sunrise to be used to pay for benefits for police officers and their beneficiaries.

The City of Sunrise is ultimately responsible for the financial soundness of the Plan and will make contributions as required to fund any actuarial deficiency. Therefore, each year, the City of Sunrise must contribute an amount determined by the Board of Trustees to be sufficient, along with your contribution and the State contribution, to fund the benefits under the Plan.

WHAT IS MY NORMAL RETIREMENT DATE?

Your Normal Retirement Date is the first day of the month upon which you attain the earlier of (1) attainment of age 52 and completion of 25 years of Credited Service, or (2) attainment of age 55 and completion of at least 10 years of Credited Service.

HOW MUCH IS MY NORMAL RETIREMENT BENEFIT?

The monthly benefit that you will receive if you continue in employment until your Normal Retirement Date is called your Normal Retirement Benefit. The amount of your benefit is based on your 5-Year Average Final Compensation and your Credited Service.

Your Normal Retirement Benefit is computed according to the greater of the following formulas, limited to no more than 70% of Average Final Compensation:

$$3.0\% \times \text{Average Final Compensation} \times \text{Credited Service up to 20 years} \\ \text{Plus}$$

Two (2) percent each year thereafter, for a maximum benefit of seventy (70) percent.

*In no event shall you receive a benefit that is less than the equivalent of 2.75% for each year of credited service

Your monthly benefit is payable for your lifetime, with the guarantee that if you should die within 10 years your designated Beneficiary will receive a monthly payment equal to the monthly payment you were receiving for the remainder of the 10 years. This is the Normal Form of Benefit which is commonly called a 10-Year Certain & Life annuity. You may choose an optional form of benefit upon retirement, as described later.

DO I RECEIVE CREDIT FOR TIME FOR PREVIOUS SERVICE, IF I WORKED AS A POLICE OFFICER SOMEWHERE ELSE, OR IF I SERVE IN THE MILITARY?

The years or fractional parts of years that you previously served as a police officer with the City of Sunrise during a period of previous employment and for which period accumulated contributions were withdrawn from the Fund shall be added to your years of credited service provided that within the first 90 days of your reemployment you pay into the Plan the withdrawn contributions with interest.

You may purchase up to a total of four years of Credited Service for time spent as a full time police officer somewhere else prior to employment with the City, or for certain time spent on active duty in the military prior to employment. If you enter active military duty and take a leave of absence from the City, the time spent in military service is added to your Credited Service (with no payment due from you) if you re-enter the City's police department within one year of your release.

The purchase cost for prior police service or prior military service is actuarially determined so that the entire cost is paid by you. This service may be purchased at any time, but it must be paid in full prior to entering DROP or terminating employment, whichever comes first. Payment for prior service can only be made by a cash lump sum payment or a direct rollover from your account with the City's 457 plan.

MAY I RETIRE EARLIER THAN MY NORMAL RETIREMENT DATE?

Yes, you may retire the first day of any month prior to your Normal Retirement Date after attainment of age 50 and the completion of 10 years of Credited Service. This date is called your Early Retirement Date.

HOW MUCH IS MY EARLY RETIREMENT BENEFIT?

Early Retirement Benefits are computed the same as described for Normal Retirement, but also reduced 3% for each year and fraction of a year Early Retirement precedes you reaching age 55. This reduction takes into account your younger age and earlier commencement of benefit payments.

IS THERE A SUPPLEMENTAL BENEFIT?

Yes but this benefit will only be paid when the Plan is fully funded and the investment earnings exceed the assumed rate of return. The benefit will be in the form of an additional benefit check or “13th check” and will vary depending upon your monthly retirement benefit and the investment earnings of the Plan.

IS THERE A COST OF LIVING ADJUSTMENT?

No, except that a police officer hired before September 30, 2015 who terminates employment and is subsequently rehired by the city as a police officer on or after September 30, 2015 may be entitled to a COLA based on creditable service during his/her initial period of city employment.

MAY I CONTINUE TO WORK PAST MY NORMAL RETIREMENT DATE?

Yes you may.

HOW MUCH IS MY LATE RETIREMENT BENEFIT?

The amount of your monthly Late Retirement Benefit is calculated and paid in the same way as the Normal Retirement Benefit. However, your Average Final Compensation and Credited Service as of your actual retirement date are used in the calculation.

WHAT IS THE DROP?

The Deferred Retirement Option Program (DROP) is an option which allows you to receive a portion of your retirement benefit in a lump sum. Election to participate in the DROP is voluntary, but once you make the written election it is irrevocable.

You must elect to participate in DROP within six (6) months of reaching your earliest Normal Retirement Date and may participate for a maximum of four (4) years. Until the Plan is fully funded the DROP interest rate shall be zero percent (0%). Upon the Plan becoming fully funded, DROP interest shall be earned at a rate based on the actual return of the plan with a minimum of zero percent (0%) and a maximum of four percent (4%).

A member who elects to participate in the DROP can elect to terminate DROP participation and city employment sooner than the maximum DROP period, with thirty (30) days' advance written notice to the City.

WHAT ARE THE CONDITIONS FOR ENTERING DROP?

1. You must agree to terminate city employment at the conclusion of the DROP period and to submit an irrevocable letter of resignation stating this prior to entering the DROP. See a representative at City Hall for documentation.

2. Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account.
3. Within 30 days of termination of employment at the end of the DROP period or death, you or your beneficiary must request your account balance in a lump sum or you may rollover part or all of your account balance. (There may be tax consequences to the choice that you make. Please see the attached Special Tax Notice and consult a tax advisor).
4. Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. You also will not receive supplement retirement benefits until after the DROP period. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.

Additional information about the DROP can be obtained from the Board.

WHAT HAPPENS IF I BECOME DISABLED?

If you become totally and permanently disabled as provided by the Plan, you may be eligible for a disability benefit. In the case of a disability incurred in the line-of-duty, you will be eligible for a benefit regardless of your length of service. In the case of a disability that is not incurred in the line-of-duty, you will only be eligible for a benefit if you have at least 10 years of Credited Service.

The amount of your benefit due to line-of-duty disability is 70% of your salary on the effective date of disability but shall not be less than your accrued benefit or 42% of your Average Final Compensation.

The amount of your benefit due to non-line-of-duty disability shall be equal to your accrued benefit.

Unless you select an optional form of retirement, your disability benefits are payable until your death or recovery or until a minimum of 120 payments (10 years) have been made. Your benefits may be subject to certain offsets and annual adjustments.

If the Board of Trustees finds, after you have been granted a disability retirement, that you are no longer disabled and able to render useful and efficient service as a police officer, the Board of Trustees will cease making disability retirement payments to you.

Any condition or impairment caused by hypertension or heart disease, resulting in death or total and permanent disability is presumed to have been suffered in the line of duty unless the contrary is shown by competent evidence. You must have successfully passed a physical examination upon entering into service and there is no evidence of the condition at that time.

WHAT BENEFITS ARE PAYABLE UPON MY DEATH?

You may designate a Beneficiary or Beneficiaries to receive a benefit that may become payable by the Plan upon your death. You are allowed to change your Beneficiary designation at any time before benefits are paid. If there is no living designated Beneficiary at the time of your death, the death benefit, if any, will be paid to your Estate.

Death before Retirement

1. Non Line of Duty:

If you die with less than 10 years of Credited Service, your Beneficiary shall be entitled to a refund of your contributions without interest. If you were employed by the City and you die with at least 10 years of Credited Service, but have not retired, your beneficiary will receive an amount equal to the benefit that would have been payable at your early or normal retirement age based upon Credited Service and final average compensation on the date of death, but payable as if you had died on the day after commencement of benefits. The benefits will be paid to your beneficiary according to your written election of an optional form of payment and begin on your early or normal retirement date.

If you did not designate beneficiary, the benefits are paid to your estate.

If you did not elect an optional form of benefit, your beneficiary or estate will receive a monthly benefit for ten years.

2. Line of Duty

If your death is determined to be the result of a service incurred injury your designated beneficiary is eligible for survivor benefits regardless of your years of Credited Service. The benefit will be an amount equal to the benefit that would have been payable at your early or normal retirement age based upon Credited Service and final average compensation on the date of death, but payable as if you had died on the day after commencement of benefits. The benefits will be paid to your beneficiary according to your written election of an optional form of payment and begin on your early or normal retirement date.

Death after Retirement

If you were receiving an optional form of retirement payment which provided for a survivor's benefit to be paid after your death, your Beneficiary will receive payments following your death.

WHAT ARE THE OPTIONAL FORMS OF BENEFIT?

Unless you elect otherwise at the time you retire or enter the DROP, your pension is payable in the Normal Form of Benefit which is a 10-Year Certain & Life Annuity. This form

of benefit provides you with monthly payments for your life with the guarantee that if you should die within 10 years your designated Beneficiary will receive a monthly payment equal to the monthly payment you were receiving for the remainder of the 10 years. There are other optional forms of benefit available to you are as follows:

Life Annuity: This is a monthly benefit payable for your lifetime and ceases upon your death.

Joint & Survivor Annuity Option: A reduced monthly benefit payable to you for life, and further continuing after your death to your designated Beneficiary at either 50%, 66 2/3%, 75%, or 100% (according to your election) of the monthly payment you were receiving for their life.

Joint & Survivor Annuity with Pop-Up to Life Only Annuity Option: If you have elected the Joint & Survivor Annuity Option you may select the pop-up option. Should your designated Beneficiary die before you, your benefit will increase to a Life Only Annuity payable to you for the remainder of your lifetime and ceasing upon your death.

IF I LEAVE EMPLOYMENT (OTHER THAN DUE TO RETIREMENT, DISABILITY, OR DEATH) WILL I BE ENTITLED TO A BENEFIT?

If you have at least 10 years of Credited Service, you are entitled to a deferred vested retirement benefit. This benefit is equal to your Accrued Benefit on your termination date. You may elect to have your contributions returned to you without interest in lieu of the deferred vested retirement benefit.

The vested benefit is payable at your Normal Retirement Date. However, you may receive your vested benefit, reduced for Early Retirement, any time after your 47th birthday.

WHAT HAPPENS IF I TERMINATE AND I AM REHIRED?

If you terminate employment and later return to work for the City's Police Department, you will again become a Member of the Plan. However, you will only be given credit for previous service if you either left your contributions in the Fund or if you repay withdrawn contributions, with interest as determined by the Board of Trustees, within 90 days of your reemployment.

You may voluntarily leave your contributions in the Fund for a period of five years pending the possibility of being rehired. If you are not reemployed within five years, your contributions will be returned without interest.

IS THE RETURN OF MY CONTRIBUTIONS TAXABLE?

The taxable portion of any return of contributions you receive is subject to an automatic

20% withholding for federal income tax purposes and may be subject to a 10% penalty. These taxes can be avoided, however, if you roll the taxable portion over to an Individual Retirement Account (IRA) or another qualified employer plan. This rollover will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. In order to avoid the 20% withholding, the rollover of the distribution MUST be made directly by the Plan to your chosen IRA or other qualified employer plan.

At the time that you ask for your return of contributions, you will be furnished with a special tax notice prepared by the IRS that will explain, in detail, your various options and the tax consequences of each decision. We suggest that you seek professional tax advice.

DOES THE PLAN PROVIDE HEALTH INSURANCE AFTER I RETIRE?

No, the Plan does not provide health insurance benefits.

CAN I LOSE ANY OF MY BENEFITS IN THIS PLAN?

There are certain circumstances which may result in the disqualification, ineligibility, denial, loss, forfeiture, suspension or deferral of your benefits in this Plan. The following is a list of these circumstances:

- (1) If you terminate employment before reaching the Normal or Early Retirement Date and you do not have at least 10 years of Credited Service, no benefits will be payable except for a return of your own contributions without interest.
- (2) No credit is allowed either for benefit accrual or vesting purposes for any period in which you are not considered a full-time employee, except for certain military service.
- (3) Your retirement benefit will not be payable until your actual retirement date, even if you continue to work beyond the Normal Retirement Date.
- (4) In the event that this Plan terminates and the available Plan assets are less than the value of all Accrued Benefits, then your Accrued Benefit may be reduced.
- (5) Your Accrued Benefit may be forfeited if you are convicted of certain felonies as provided by State law (Chapter 112.3173 F.S.).
- (6) Payment of your benefits may be subject to an income deduction order made pursuant to a state domestic relations law (Chapter 61.1301).

IS THERE A MAXIMUM AMOUNT OF BENEFITS?

Yes. In no event will the annual benefits paid from this Plan exceed \$160,000.00 annually, subject to certain cost of living adjustments and certain actuarial reductions as set

forth in Section 415 of the Internal Revenue Code.

CAN THE PLAN BE AMENDED OR TERMINATE?

Yes.

DO I HAVE RESPONSIBILITIES UNDER THE PLAN?

Yes. The following details some of the responsibilities you have under the Plan:

- (1) Retain this Summary Plan Description with your other important papers for later reference or for replacement by updated versions and supplemental notices, if any.
- (2) Upon completing eligibility requirements to become a Member sign a Membership Form, including a Beneficiary designation.
- (3) Keep your Beneficiary designation form updated to express your wishes.
- (4) If you terminate employment, check to see if you are entitled to a vested retirement benefit and the date payable.
- (5) If you should terminate employment with rights to a deferred vested retirement benefit, then, shortly before the date on which it is to begin, you should contact and notify the Plan Administrator to begin such payments.
- (6) Upon your retirement under Early or Normal Retirement, complete the form necessary to indicate whether you desire an Optional Form of Benefit, and if so, which option you choose.

HOW DO I MAKE A CLAIM FOR BENEFITS?

Claims for benefits under the Plan must be filed in writing with the Plan Administrator. If you are eligible for any benefits from this Plan, and you request it, you will be provided with a notification form showing the amount of your benefit and options, if any, and the earliest date on which such benefit is payable.

If your claim for benefits is denied (in whole or in part), you are entitled to a full and fair review of that decision. You will receive written notification if your claim has been wholly or partly denied. This notice will be provided to you within a reasonable period of time, after the receipt of your claim by the Plan Administrator. The written notice must contain the following information:

- (1) The specific reason or reasons for the denial;

- (2) Specific reference to those Plan provisions on which the denial is based;
- (3) A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- (4) Appropriate information as to the steps to be taken if you or your Beneficiary wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim shall be deemed denied. You will then be permitted to proceed to the review stage described in the following section.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

WHAT IS THE CLAIMS REVIEW PROCEDURE?

The following represents the Claims Review Procedure:

- (1) Upon the denial of your claim for benefits you may file your claim for review, in writing, with the Plan Administrator. The form for this claim for review is available from the Plan Administrator.
- (3) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- (4) Your claim for review must be given a full and fair review. If your claim is denied, the Plan Administrator will provide you with written notice of this denial.
- (5) The Plan Administrator's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.
- (6) If the Plan Administrator's decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.

**WHAT IS THE ACTUARIAL INFORMATION AND FINANCIAL INFORMATION
BASED ON THE MOST RECENT VALUATION OF THE PLAN?**