

Participant Loan Application

Use this form to request a participant loan. Return completed forms to your Plan's Loan Administrator.

1. General Information

Plan Name _____

Participant Name _____

2. Loan Request

Amount of Loan Requested: \$ _____ Desired Repayment Period (Maximum 60 Months): _____

Proposed Date of Loan: ____ - ____ - ____ Maturity Date: ____ - ____ - ____

Marital Status: I am not married I am married (if your Plan is subject to the Joint and Survivor Annuity requirement complete the attached Appendix)

I hereby apply for a loan from the Plan. I understand and agree that:

1. If this loan is not repaid in full prior to the due date, the unpaid amount will be treated as a taxable distribution to me.
2. In the event of default on any portion of the loan, the Trustee may apply the portion of my vested account balance under the Plan as necessary to discharge my obligations hereunder. In the event I become entitled to distribution of any portion or all of my vested account balance under the Plan, the Trustee may apply such amount up to the whole of my vested account balance under the Plan as repayment of the loan.
3. In the event I terminate employment with my Employer prior to the repayment of the loan, the loan will be due within 30 days of my termination date. If I do not repay the loan within this 30-day period, I agree that the loan balance will become a distribution and will offset any benefit payable under the Plan.
4. I am aware that the interest on the loan is not tax deductible.
5. I am aware that if I am married and if the plan requires my spouse's approval to take a loan, my spouse must complete the Spousal Consent section of this form and their signature must be notarized.
6. I hereby agree and authorize my Employer to deduct fully amortized principal and interest payments from my paycheck each payroll period, commencing with the payroll period following the date of the loan disbursement and continuing until the date my loan is paid in full. If, for any reason, such as termination of my employment, payments cannot be made by payroll deduction, then I agree to make fully amortized payments on the loan not less often than quarterly.
7. I agree to notify the Participant Loan Administrator immediately of any change in my marital status prior to the proposed date of this loan (if applicable).

Participant's Signature _____

Date _____

FOR LOAN ADMINISTRATOR'S USE ONLY

Date of Loan: ____ - ____ - ____

First Loan Payment Due On: ____ - ____ - ____

Loan Granted In The Amount of: \$ _____

Number of Payments: _____

Anticipated Payment Amount: \$ _____

Interest Rate: _____ %

Frequency of Payments: Weekly Every other week Semimonthly Monthly Quarterly

Spousal Consent Required: Yes No

Loan Fees:

Employer to pay all loan fees.

Participant to pay all loan fees. A fee of \$ _____ for loan origination and a fee of \$ _____ for annual administration which is to be deducted from the participant's paycheck in the amount of \$ _____ upon approval of this loan.

Loan Denied: ____ - ____ - ____ Reason: _____

Loan Administrator _____

Date _____

APPENDIX

This Appendix applies if your Plan is subject to the Joint and Survivor Annuity requirement.

Plan Name

Participant Name

If your Plan is subject to the Joint and Survivor Annuity requirement, this Appendix must be completed. For questions regarding your Plan, please contact your Employer.

1. Participant Waiver

In the event of a loan default, your benefits will be reduced. To obtain a loan you must agree to the potential waiver of future benefits.

Under the terms of the Plan, if you are married, your vested account balance will be used to purchase a Joint and Survivor Annuity Benefit, unless you and your spouse elect otherwise. Under a Joint and Survivor benefit, you will receive a reduced pension beginning on your Normal Retirement Date and continuing for your lifetime. If your spouse is alive after your death, he or she will continue to receive a pension during his or her lifetime. The pension will stop when both you and your spouse die. The Joint and Survivor Annuity will have the same actuarial value as the Single Life Annuity.

Consent

I understand that in the event of a loan default, my future benefits will be reduced by the amount of the outstanding loan.

Participant's Signature

_____-_____-_____
Date

2. Spousal Consent

I am the spouse of the Borrower named above ("the Borrower"). I have carefully read and examined the above Promissory Note and Security Agreement, which has been fully completed, the Participant Loan Policies and Procedures for _____, and the Summary Plan Description of the Plan.

I HEREBY CONSENT TO THE USE BY THE BORROWER OF ALL OR ANY PORTION OF HIS OR HER ACCRUED BENEFIT OR ACCOUNT BALANCE UNDER THE PLAN TO SECURE ALL OBLIGATIONS OF THE BORROWER (including, without limitation, repayment of principal, payment of interest, and payment of the costs and expenses of collection incurred by the Plan) under one or more loans made by the Plan to the Borrower. This consent does not revoke, supersede or otherwise diminish the effectiveness of any similar consent with respect to this or any other loan by the Plan to the Borrower that I may have previously given.

I understand that I have certain rights under the law to have benefits under the Plan paid in the form of a joint and survivor annuity, or in the case of the Borrower's death, prior to retirement, in the form of a preretirement survivor annuity. I grant this consent voluntarily. I fully understand that, because of the consent I am now giving, all or any portion of the Borrower's accrued benefit or account balance under the Plan (including not only amounts accrued as of the date of this consent, but all amounts hereafter accrued), may be applied to the discharge of the Borrower's unpaid obligations to the Plan in connection with one or more outstanding loans. I understand that, to the extent the Borrower's interest is so applied, any benefit to which I may be or become entitled under the Plan, by reason of the death of the Borrower, or otherwise, may be reduced or eliminated entirely. To the extent that the Borrower's accrued benefit or account balance is applied after the Borrower's death to the satisfaction of an outstanding loan obligation to which this consent applied, I waive any survivor annuity to which I would otherwise be entitled with respect to that accrued benefit or account balance.

I intend this consent to be irrevocable and legally binding upon myself, and upon my heirs, personal representatives, and assigns. I have had an opportunity to consult with legal tax counsel in connection with this loan and the effect of the consent which I am now giving.

I hereby certify that I am the Participant's spouse and I consent to the loan that my spouse has applied for. I understand that my spouse's vested benefit shall be used as collateral and security for the loan. I further understand that in the event of default, my spouse's accrued benefits under the Plan will be reduced and that possible benefits payable to me as beneficiary in the future may be reduced because of this loan.

Spouse's Signature

_____-_____-_____
Date

State Of: _____ County Of: _____

On _____ before me, _____,
(insert name and title of the office)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary's Signature

[This area for official notarial seal]