

LOAN APPLICATION

Name of Plan _____ Plan ID # _____
Name of Participant _____ SSN # _____
Participant Address _____
City _____ State _____ ZIP _____ Phone # _____

Participant Loan Request *(To be completed by Participant)*

Amount of Loan \$ _____ OR Maximum Amount Available
Term of loan _____ months **(Maximum of 60 months, unless proceeds will be used to purchase a primary residence.)**
Will you be using this loan to purchase a primary residence? Yes or No

Method of Shipment *(If requesting two day or overnight delivery, carrier information must be provided.)*

Regular Mail Two-Day Overnight Carrier Name _____ Billing # _____

Participant Agreement and Signature *(Required)*

I request a loan against the current value of my account balance. I understand loan proceeds will be deducted from all investment accounts on a pro-rata basis. This request is subject to approval by the Plan Administrator, who has the right to approve or disapprove it. I understand that I will be required to sign a promissory note for the amount of the loan, that the loan repayments will be made through payroll deductions on an after-tax basis, and that the term of the loan cannot extend beyond five years unless the proceeds are used to purchase my primary residence. I further understand that interest will continue to accumulate on the outstanding principal until paid in full. The loan will be considered in default if payments are not made timely, resulting in a taxable event to me.

This agreement shall bind my heirs, personal representative, or other legal representative.

Participant Signature

Date

Plan Administrator Authorization and Vesting Verification *(Required)*

First Payment Date _____

Payment Frequency Weekly Bi-Weekly Semi-Monthly Monthly Quarterly

Interest Rate _____% Note: Interest rate must be reasonable and comparable to interest rates charged for similar loans by persons in the business of lending money. The interest rate is determined in a non-discriminatory manner by the Plan Administrator.

As Plan Administrator, I hereby certify that the vesting percentage for this participant is equal to _____%. I further authorize the loan to be processed in the manner indicated above.

Plan Administrator Name *(please print)*

Plan Administrator Signature

Date



TRUTH IN LENDING DISCLOSURE and PROMISSORY NOTE

Name of Plan _____ Plan ID # _____
 Name of Participant _____ SSN # _____
 Participant Address _____
 City _____ State _____ Zip _____ Phone # _____

Truth In Lending Disclosure (To be completed by Plan Administrator)

Annual Percentage Rate:	_____	Cost of your credit as a yearly rate
Finance Charge:	_____	The dollar amount the credit will cost you
Amount Financed:	_____	The amount of credit provided to you
Total of Payments:	_____	The amount you will have paid after you made all scheduled payments
Payment Amount:	_____	Amount of each payment
Number of Payments:	_____	Total number of payments due
Frequency of Payment:	_____	Payroll frequency
First Payment Date:	_____	Estimated start date of payments

Prepayment: The loan may be paid off in full at any time with no prepayment penalty.

Promissory Note and Payroll Deduction Agreement (To be completed by Participant)

This loan is governed by the terms of the Employer’s Plan, including its loan procedures and by the provisions below.

(A) Promissory Note and Payroll Deduction Agreement. I agree to repay the loan with the interest as indicated herein. I authorize the Employer to deduct loan payments from my compensation in accordance with the payment schedule specified above until the loan is repaid in full. If my payroll frequency changes, I agree that my repayment schedule will change to reflect the new payroll frequency. Loan repayments will be invested according to my current contribution investment allocation percentages. I understand that the loan may be paid in full at any time without penalties or service fees in a manner deemed acceptable by the Employer.

(B) Irrevocable Pledge and Assignment. In consideration of the loan, I irrevocably pledge and assign to the plan trustee all right, title, and interest in a sum of my vested Plan Account equal to the amount of the loan made but not exceeding 50% of my vested Plan Account. I agree that this Irrevocable Pledge and Assignment may be used to satisfy the loan and any unpaid interest and collection related fees in the event of my default. My failure to make a loan payment when due will result in the entire unpaid balance of the principal and interest becoming due and payable on the earliest date on which a distributable event under the Plan takes place. I further agree that if I do not pay the loan as agreed, the Employer may allow a period of time to cure such failure, but no later than the last day of such quarter following the quarter in which the missed payment was due. If the loan remains unpaid after the cure period expires, the Employer must, under IRS regulations, treat the loan as a deemed distribution and report it as a taxable distribution, subject to applicable taxes and penalties. I acknowledge that a deemed distribution will: constitute an outstanding loan against my Plan Account; continue to accrue interest; and count as an outstanding loan for purposes of determining future Plan loans. In addition, I understand that any uncured defaulted plan loan will affect my ability to take future loans from the plan. I hereby agree to waive demand, notice, presentment, and protest of any default. If I terminate employment with an outstanding loan balance, I agree that the loan balance will become due and payable immediately (or within such longer time period as the plan, including its loan procedures, permits) and that my vested account balance may be used to pay the outstanding principal and accrued interest or, as permitted by the Employer, I may repay the loan directly to the Employer in an amount equal to the outstanding principal plus accrued interest

By signing and cashing the loan check, I agree to the loan and its terms.

_____/_____/_____
 Participant’s Signature Date

