# TruStage<sup>™</sup> 800.999.8786 www.BenefitsForYou.com

## Loan Application

Defined contribution plans including 401(k), profit sharing, money purchase pension, 403(b) and 457(b) governmental <u>NOT</u> subject to qualified joint and survivor requirements

The plan administrator is responsible for the processing of all plan loans in accordance with the Plan Document and the rules outlined in the Participant Loan Program. For assistance completing this form, call us at 800.999.8786.

#### IMPORTANT INSTRUCTIONS

- Complete Sections 1 and 2. The plan administrator must complete Section 3.
- Review the most recent copy of the Participant Loan Program on www.BenefitsForYou.com.
- If you are using this form as a fillable PDF, all required signatures must be hand signed and dated.
- Return the completed form to your plan administrator to review for completion including necessary signatures. The plan
  administrator is responsible to ensure this form is completed fully and accurately and will submit it directly to us.
- Complete this entire form, so we can process your benefit as quickly as possible.

#### IMPORTANT INFORMATION

- Your account may be assessed a non-refundable loan origination fee as outlined in the Fee Disclosures on www.BenefitsForYou.com.
- If the plan restricts loans to hardship purposes only, the plan administrator will determine if the request qualifies as a hardship loan before proceeding.
- If your retirement account is invested in an Individually Directed Account (IDA), Self-Directed Brokerage Account (SDBA), company stock or similar restricted access account types, it is your responsibility to direct the liquidation and transfer of those investments to one or more core funds before they can be included in a loan request.
- The loan amortization schedule will be available on <a href="www.BenefitsForYou.com">www.BenefitsForYou.com</a> for both the plan administrator and participant. In addition, a Web Alert may be sent to the primary and payroll contacts, informing them of a new loan for payroll adjustment purposes.
- The employer must deduct payments from the participant's compensation to repay the plan by investing the payments in a plan funding vehicle. Failure of the employer to deduct payments from the participant's compensation and deposit them promptly into the plan may result in plan violations.
- The employer will submit the loan repayments to us with the plan deposits after each payroll deduction, individually identify the loan repayments, and list the date they were withheld from the participant's compensation.
- Loan repayments are made from after-tax compensation. Loan repayments are NOT excluded from taxable income on the participant's W-2.

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### IMPORTANT INSTRUCTIONS

Complete this form in its entirety and return it to your plan administrator, so we can process your benefit as quickly as possible. Please do not return this form directly to us

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1 LOAN APPLICATION				
Participant Name:		Social Security Nu	mber: Date of Birth:	
Daytime Phone Number: Email:				
Plan Name:		Contract Number/l	Plan ID:	
Payment Directive: Your check will be mailed To update your address, c			on record with us. b) <u>prior</u> to submitting this form.	
Participant must complete A and B below:				
A. Loan Amount \$(s requested is not available due to mar of the date the loan is issued.			ne general loan limit. If the amount naximum amount available determined as	
B. Loan Terms (NOTE: The loan term of for the participant.)	cannot exceed 5 years u	nless the loan proceeds will be	e used to purchase a principal residence	
1) Loan Term: ye	1) Loan Term: years (whole years only; 1 year minimum)			
Is this loan being used for the	purchase of the participa	ant's principal residence?	Yes No	
2) Payroll Deduction Repayme	nt Schedule (must mat	ch your payroll frequency):		
☐ Weekly ☐ Biweekly	☐ Semimonthly ☐ N	Monthly		
2 PARTICIPANT LOAN NOTE				
Plan administrator must complete, and parti	icipant must sign belov	N.		
The words "I," "Me," and "My" refer to the participal			e plan administrator.	
<b>PROMISE TO PAY</b> – This is an agreement whi the schedule stated below to principal.			ments to the retirement plan according to differ to accrued interest, and the balance	
Estimated Installment Amount*:	Interest Rate:	# of Installments**:	Installment Begin Date***:	
	%			
*Many financial institutions' websites contain a (e.g., https://www.calculator.net/loan-calculator **The number of installments should equal the participant's payed! frequency	simple loan calculator to html).	assist in completing this secti		

Interest Deductibility - In all cases, loan interest is not deductible.

Security - I am giving as security, interest in my vested interest in the above-named plan.

### Acceleration of Payment - I understand that:

must be completed.

- (i) If I retire or terminate employment with my employer; or
- (ii) If I default on this loan, as defined below, that the entire balance due under this Note, both principal and interest, will be automatically accelerated and become immediately due and payable. In such event, I will either pay the balance due under the Note or suffer a default with the consequence as described below.

\*\*\*The Installment Begin Date should be a date that is as soon as administratively possible (generally, within 2 weeks of loan issuance) and

Prepayment – I understand that I may prepay the balance of my loan at any time without penalty.

**Default –** This loan may be treated as in default if any scheduled payment remains unpaid for the period of time outlined in the plan's Loan Program.

**Consequence of Default –** I will have the opportunity to repay the loan or resume current status of the loan by paying any missed payment plus interest. If the loan remains in default, the outstanding balance of the loan becomes a deemed distribution and may be subject to taxation. Pending final disposition of the Note, I remain obligated for any unpaid principal and accrued interest.

Participant Agreement – I have received a copy of the latest Summary Plan Description. I agree to the representations herein and I certify and understand that:

- My account may be assessed a non-refundable loan origination fee as outlined in the Fee Disclosures.
- If the amount requested exceeds the amount available under the plan, the distribution amount will be the maximum available. In addition, due to the possibility of the liquidation being placed in shares and/or dollars, the exact amount requested cannot be guaranteed. The results of the trade(s) will be as close as possible to the amount requested.
- Interest and principal payments will be made by payroll deduction or other method as determined by the employer. Failure to make such payments when due could jeopardize the status of this loan as a non-taxable transaction and could result in the IRS treating these loan proceeds as a taxable distribution to me.
- Failure to repay this loan will reduce the benefits available to me from the retirement plan (by the amount of the outstanding loan balance plus accrued interest).
- It is my responsibility to monitor payroll deductions and to notify the plan administrator of any repayment errors.
- If I have any outstanding loans, I can repay them before receiving a distribution or electing to defer my benefit. If I retire or otherwise terminate employment with an outstanding loan balance, generally, the loan may be offset as of the earlier of the date of distribution, deferred benefit election, or 30 days after termination of employment.
- The plan administrator will establish a directed investment account for me sufficient to cover the amount of this loan, and to use those funds for this loan.
- We will invest loan repayments according to the current investment elections on file on each repayment date.
- The processing of my benefit will be delayed if this form is not completed in its entirety.

Participant Acknowledgement and Signature:	Date:
3 PLAN ADMINISTRATOR (EMPLOYE	R) LOAN AUTHORIZATION
withdrawn from the participant's vested account balar	lication and approve and authorize the processing of this request. The loan proceeds will be nce pro rata from each investment in which the participant is invested excluding any okerage Account (SDBA), company stock, or similar restricted access account types.
Authorized Plan Administrator Signature:	Date:
	·- <u>·</u>
PLAN ADMINISTRATOR FORM APPROVAL	
Once approved, and the form includes all required	
signatures, upload this completed form on	

Clear Form

www.BenefitsForYou.com.