

## Loan Application Form

READ THE ATTACHED IRS SPECIAL TAX NOTICE BEFORE COMPLETING THIS FORM

### INSTRUCTIONS AND INFORMATION FOR COMPLETING THIS FORM

**THIS FORM MUST BE COMPLETED AND SIGNED BY THE PARTICIPANT AND THE PLAN ADMINISTRATOR.** If any information is missing or incomplete, the participant may be required to complete a new form or provide additional information before the loan request can be processed.

#### PARTICIPANT INSTRUCTIONS:

1. Complete Sections A-E. If you are not married, skip Section E, Spousal Consent.
2. If any address change is requested on this **Loan Application Form** your notarized signature will be required.
3. Your signature is required in Section F.
4. Submit the Form to your Administrator for signature and processing. **Do not mail this form directly to the Administrative Office listed at the bottom of this form.**
5. **When requesting a residential loan, you must submit documentation to your administrator proving purchase of residence.**
6. Actual Value of the loan disbursement may vary based on the final market closing price at the time the loan is processed.

#### ADMINISTRATOR INSTRUCTIONS:

1. Review guidelines below to ensure proper documentation has been received.
2. Please review that all applicable sections have been completed by the participant.
3. *If **any** change of address was indicated in the Participant Information section, the participant's notarized signature will be required in the Participant Signature section.*
4. Complete Section F. (**Select Payroll Frequency**)
5. Your signature is required in Section F.
6. Submit the entire Form to the Processing Center.

### LOAN GUIDELINES

Please note that your plan may limit or restrict the terms and availability of loans. Check with your Plan Administrator or Summary Plan Description for the plan's loan provisions. There may be conditions under which a loan may be requested, the number of times a loan can be initiated per year or the number of loans outstanding at any given time.

- A. Cost** – There could be fees associated with the loan. Loan set-up charges are non-refundable. Check with the Plan Administrator for details.
- B. Amount of Loan** — The minimum and maximum amount which may be borrowed from the plan, as well as the term of the loan, are governed by the Internal Revenue Code (IRC), the Department of Labor, these loan provisions, and the plan documents. In general, the maximum amount that may be borrowed is an amount that, when added to the outstanding balance of all other outstanding loans from all plans of the Employer, does not exceed the lesser of 50% of the Participant's vested account balance, or \$50,000, reduced by the excess of the highest outstanding balance of loans during the 12 month period ending on the day before the date the loan is made over the outstanding balance of loans on the date the loan is made. Loans may be denied to individuals who have previously defaulted on a loan.
- C. Interest Rate Determination** — the interest rate must be set by the plan fiduciary. Contact your Plan Administrator to find out the rate charged for the loans under the provisions of your plan.
- D. Payment** —
  1. Payment of the principal and interest of each loan shall be made through payroll deduction through your Employer. Other options may be available; contact the Plan Administrator for more information.
  2. Principal payments and interest payments shall be reinvested in a Participant's account in accordance with the Participant's investment election in effect at the time the payments are received.

- E. Default** — A loan shall be in default if any of the following occurs:
- (a) The Participant or Beneficiary fails to make a payment by the due date. In the event payment is not received by the last day of the calendar quarter following the calendar quarter in which the loan payment is due, a deemed distribution will occur. This means that the outstanding loan amount (principal and interest) on the date of default is considered taxable income to the Participant. After a loan is deemed distributed, interest shall continue to accrue on the entire outstanding balance but shall not be considered taxable income to the Participant. Interest will continue to accrue on the entire outstanding balance and such outstanding balance shall be taken into account for purposes of determining the maximum amount of any subsequent loan. This additional accruing interest shall not be treated as an additional loan and shall not result in an additional deemed distribution. Such accruing interest shall, however, be included in the Participant's account balance for all other purposes of the Plan.
  - (b) If the plan does not allow for loan repayments after termination, your loan will be defaulted after you separate from service. If the balance is not paid in full, the outstanding balance will be treated as a distribution and you may be subject to additional taxes and penalties.
- F. Repayment during leave of absence** - Loan repayments may be suspended by the Participant or a Beneficiary (who is also an Employee) during a period of unpaid authorized leave of absence of up to a maximum of twelve (12) months, but the term of the loan will not be extended due to the leave of absence. At the end of the 12-month suspension period, or, if earlier, the date repayment again commences, the amount of the installment shall be recalculated so that repayment is completed by the original loan term. If the term of the loan expires while the Participant or Beneficiary is on leave, repayment must nevertheless be completed by the end of the term.
- Notwithstanding the foregoing, loan repayments may be suspended by such Participant or Beneficiary during a period of qualified military leave.
- G. Prepayment** — Prepayment in full (**partial payments are not allowed**) of the outstanding loan principal and the accrued interest may be made by the next loan payment due date. Arrangements for a full payment must be made by obtaining a prepayment figure no more than two weeks in advance of the payoff. Full payments must be made by cashier's check or money order. For a loan payoff balance please refer to [www.TA-Retirement.com](http://www.TA-Retirement.com).
- H. Loan Disbursements** —
- 1. All checks will be sent to the Participant.
  - 2. Loan recipients understand that any outstanding loan amount will reduce the amount available for a loan.
  - 3. In the event of the Participant's death, all outstanding loan principal and accrued interest shall be treated as a distribution from the plan on the date of death. The loan cannot be transferred to or assumed by the Participant's beneficiary. If the loan was not repaid prior to the date of death, any cash distribution, including the qualified pre-retirement survivor annuity, will be made net of any outstanding loan obligation. In addition, the amount of the outstanding loan will be reported as a taxable distribution to the Participant or the Participant's estate, as applicable.
- I. Application of Funds** — The disbursement of monies from your account to fulfill the loan amount will be on a prorated basis from all available investment options. Only the Participant's vested account balance will be used to calculate the maximum loan amount if vesting applies.
- J. Loan Documents** — Loan documents are made available to the participant via [www.TA-Retirement.com](http://www.TA-Retirement.com). In order to access the documents, the participant would login to their account and go to the Loans page, which is located under Transactions.
- K. Loan Refinance** – Many loans are restricted to a 5 year repayment period from the date the original loan was issued. In few instances, a loan may be able to be refinanced to allow a new 5 year repayment period. Plan documents and all outstanding loans will be reviewed by the Plan Administrator to ensure that the loans comply with the plan's terms.
- L. Principal Residential Loan** - For loan proceeds to purchase or to build a primary residence, you are required to timely provide proof to your Employer that the loan proceeds were actually used to purchase/build the primary residence. Your Employer is required to retain this documentation as part of its records so that it is available for any IRS examination.

## SECTION A. PLAN INFORMATION

Company/Employer Name

Plan Name

Contract Number

Division Number (if applicable)

## SECTION B. PARTICIPANT INFORMATION – PLEASE PRINT

Social Security No.

Date of Birth (mmddyyyy)

Date of Hire (mmddyyyy)

E-mail Address

Last Name

First Name/Middle Initial

Street Address/Apt. No.

Phone No.

Ext. (if any)

City

State

Zip Code

Marital Status

Married  Unmarried

## COMPLETE SECTION C OR D (NOT BOTH)

### SECTION C. REFINANCE EXISTING LOAN IF PLAN PROVISIONS ALLOW

Amount of Increase to Existing Loan: \$ \_\_\_\_\_ (if receiving additional money)

Reference the outstanding loan number to be refinanced: \_\_\_\_\_

The number of months remaining under the original loan will be applied unless a different term is indicated below.

# of months (if this exceeds 60 months from original loan date, you may not qualify for loan refinance. See "Loan Guidelines" above)

### SECTION D. NEW LOAN

Amount of Loan: \$ \_\_\_\_\_

Actual Value of the loan distributed may vary based on the final market closing price at the time the loan is processed.

#### CHECK ONE LOAN OPTION AND ENTER DESIRED TERM:

General

Term of Payment in Months (max of 60 months)

Hardship

Term of Payment in Months (max of 60 months)

Principal Residential Loan

Term of Payment in Years\*

\* (Payment terms greater than 15 years are only available for Principal Residential Loans. Please obtain approval from your Plan Administrator.)

#### MAIL DELIVERY OF LOAN CHECKS

All checks are sent to the Participant via First Class Mail to the address provided in Section B, unless the Overnight Mail box is checked below.

Send check overnight mail (UPS) and deduct \$40.00 from the check for express charges.

**Note:** Section B above must provide a street address. Overnight mail cannot be delivered to a P.O. Box.

**SECTION E. SPOUSAL CONSENT (if applicable)**

Check with your Plan Administrator or your Summary Plan Description to determine whether this plan is subject to spousal consent requirements. If spousal consent is required, complete this section. Otherwise skip to Section F.

You must have your spouse's signature notarized or have the Plan representative witness your spouse's signature if your vested account balance is greater than \$5,000. However, if the vested account balance is less than \$5,000 spousal consent is not required.

**Spousal Consent**

I, the undersigned spouse of the participant, understand that federal law requires that I consent in writing to any type of distribution from the Plan unless that distribution is in the form of a joint and survivor annuity. I have read the IRS Special Tax Notice provided to me and hereby waive my rights and understand that any benefits which may be payable to me at my spouse's death or retirement, will be reduced by the balance of any unpaid loan principal and interest. I understand the effects of this waiver and consent to the loan elected by my spouse. Spouse's signature must be duly witnessed by a plan representative or by a notary using his/her notarial stamp.

Signature of Participant's Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

**Statement of Plan Representative or Notary Public**

WITNESSED

The spouse whose signature I have witnessed is known to me and signed this form in my presence.

Plan Representative or

Notary Public Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLACE SEAL HERE (if applicable)

**SECTION F. REQUIRED SIGNATURES**

*Note: if any change of address was indicated in the Participant Information section, your notarized signature will be required below.*

I understand that I am responsible for making certain that the Plan Administrator is withholding and continues to withhold the appropriate loan payment amount. I understand that if I determine that a loan payment has not been withheld in accordance with the amortization schedule provided to me, I must notify the Plan Administrator in writing and arrange for a make-up loan payment(s) before a default occurs. In the event loan payments have not been withheld in accordance with the applicable amortization schedule and I fail to inform the Plan Administrator in writing, I understand and acknowledge that I am still solely responsible for making loan payments on a timely basis and the Plan Administrator shall have no liability whatsoever for any such missed payments or subsequent loan default. I understand that if I do not make-up the missed loan payment(s) and the loan default becomes a deemed distribution, I will be subject to adverse federal income tax consequences.

My signature acknowledges that I have read the entire Loan Application form and I understand its contents, agree to its provisions, and affirm that all information that I have provided is true and correct. In addition, I acknowledge that the required documentation, if applicable, will be submitted with this form to my Employer/Plan Administrator.



\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

Note: If you have not already both (1) set up your online account and (2) provided Transamerica with your email address (or if you have been directed to submit this request with your notarized signature), in order to have your request timely processed please have the notary stamp placed in the space provided below.

X \_\_\_\_\_  
Notary Public Signature and Stamp/Seal

X \_\_\_\_\_  
Date

**MUST BE COMPLETED BY THE PLAN ADMINISTRATOR ONLY**

By signing below, I acknowledge and agree that the documents associated with this loan (including, but not limited to, the loan note and security agreement and the amortization schedule) will be provided to me, in my capacity as an authorized representative of the Plan Administrator, by Transamerica electronically and it shall be the responsibility of the Plan Administrator to ensure that such documents are provided to the Participant named above in accordance with applicable law. I further acknowledge and agree that Transamerica shall have no responsibility to directly provide such Participant with paper copies of any such plan loan documents.

Loan documents are made available to the participant via [www.TA-Retirement.com](http://www.TA-Retirement.com). In order to access the documents, the participant would login to their account and go to the Loans page, which is located under Transactions.

I hereby authorize Transamerica to process the distribution described in this form. This request is in compliance with Plan provisions.

If spousal consent is not provided, then in accordance with the terms and provisions of the plan and under the current law, spousal consent is not required for payment of the requested benefit.

Select Payroll Frequency:  Weekly  Bi-Weekly  Semi-monthly  Monthly



\_\_\_\_\_  
**By: Signature of MEP Plan Administrator, Trustee or Authorized Signer**

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
**Print Name of MEP Plan Administrator, Trustee or Authorized Signer**

\_\_\_\_\_  
**Date**

Once this form has been completed with all of the necessary information and required signatures, please forward to the Processing Center for processing. This form cannot be processed without the Plan Administrator or Authorized Representative's signature.

Be sure to keep a photocopy for your records.

**MAIL TO:** Processing Center:4333 Edgewood Road NE, **Mail Drop 0001**, Cedar Rapids, IA 52499, Fax: 866-846-2236

This information only applies to defined contribution retirement plans subject to the joint and survivor annuity requirements. The information provided in this Explanation is intended to be general in nature; not all plan provisions and options are available under your plan. To confirm the specific terms of your plan, or to confirm if your plan is subject to these requirements, please refer to your Summary Plan Description or contact your Plan Sponsor.

### General

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As a plan participant, you may generally receive benefits when you reach your normal retirement age under the plan or terminate employment, provided your plan account has monies in it available for your withdrawal. However, some money purchase plans require an employee who terminates employment prior to the early/normal retirement age under the plan to wait until a certain age to withdraw his/her funds. If your plan allows in-service withdrawals for hardship or upon your attainment of age 59 1/2 or for any other reasons, you may also elect to receive benefit payments if you have satisfied the applicable plan requirements. If you are married on the date your benefit payments begin, you will be paid automatically in the form of a Qualified Joint and Survivor Annuity. This means that you will receive a monthly benefit for the rest of your life, and then after you die, your spouse, if living, will receive a monthly benefit for as long as he or she lives.

Your surviving spouse's monthly benefit must be at least half of (and not more than 100%) the monthly benefit you would have received. Receiving benefits in this form usually means that your monthly benefits will be less than what you would receive under other forms of benefit. The reason for this difference is that Qualified Joint and Survivor Annuity benefits are intended to be paid over two lifetimes (yours and your spouse's).

You may elect to receive benefits in a form other than a Qualified Joint and Survivor Annuity, but your spouse must consent to this election, in writing, witnessed by your Plan Sponsor or a Notary Public. If you wish to designate a person other than your spouse as your beneficiary, you must obtain your spouse's written consent to your beneficiary designation. If established to the satisfaction of your Plan Sponsor that your spouse cannot be located, spousal consent is not required. Generally, your benefit election may be made and/or cancelled only during the 180 days before your benefit starting date. If you waive the Qualified Joint and Survivor Annuity, then cancel such waiver prior to the date that benefit payments begin, your benefit will be paid in the form of a Qualified Joint and Survivor Annuity pursuant to the provisions of the plan. If you properly waive the Qualified Joint and Survivor Annuity benefit, you may elect one of the forms of benefit indicated below.

Please note, the plan may provide that if the cash value of your benefit is less than a specified amount (generally \$5,000 or less, if any), your benefit will be paid to you in a single sum, or automatically rolled over to an IRA (if required by federal law).

If you are *not* married on the date your benefit payments begin, you will be paid automatically in the form of a Straight Life Annuity unless you elect a different form of benefit. Under a Straight Life Annuity, you are paid a monthly benefit for your lifetime with no benefit payable upon your death.

Upon written request to your Plan Sponsor, you may obtain further information, including the approximate amounts payable under the Qualified Joint and Survivor Annuity and other forms of benefit available under the plan.

Under the provisions of the plan, you may, with your spouse's consent if you are married, request that your benefit be paid under the optional form of benefit which is best suited to your particular needs and circumstances. The amount of monthly income payable will depend upon the form of payment elected, your age (and your designated beneficiary's age) as well as your vested account balance as of your retirement date, or, if earlier, date of this election.

### Summary of Forms of Benefit

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**Qualified Joint and Survivor Annuity - Beneficiary is Surviving Spouse:** A lifetime monthly income is payable to you, beginning on your benefit starting date and continuing until the last payment due before your death. If you are married on the date your benefit payments begin, upon your death your surviving spouse will, depending on the provisions of your Plan Sponsor's plan, receive a monthly income for life equal to at least one-half (and not more than 100%) of the amount of monthly income you were receiving.

**Life Annuity with Period Certain:** A lifetime monthly income is payable to you, beginning on your benefit starting date and continuing until the last payment due before your death. If you die during the period certain which begins on your benefit starting date, the monthly income will be continued to your designated beneficiary for the remainder of the period certain. The beneficiary may elect that such payment be made in a lump sum.

**Straight Life Annuity - No Years Certain:** A lifetime monthly income is payable to you, beginning on your benefit starting date and continuing until the last payment due before your death. If you die after your benefit starting date, there will be no death benefit payable. If you are not married on the date benefits are to begin, payment will be made in this form unless you elect another form of benefit.

**Fixed Period Certain Annuity - No Life:** A monthly income is payable to you beginning on your benefit starting date, in equal installments over a specified period of not less than 60 nor more than 240 months. If you die during the specified period elected, the income will be continued for the remainder of the specified period to your designated beneficiary. You may elect that such payment to your beneficiary is to be made in a single sum.

**Contingent Annuity - Beneficiary is *not* Surviving Spouse:** A lifetime monthly income is payable to you, beginning on your benefit starting date and continuing until the last payment due before your death. If you are survived by the contingent annuitant (beneficiary) you have named, a monthly income will be continued during the lifetime of the contingent annuitant. If you are married, you must obtain your spouse's consent to the designation of the contingent annuitant. The percentage of the reduced benefit which you may specify to be continued to the contingent annuitant may be either 100%, 75%, 66 2/3%, or 50%.

**Single Sum Payment:** Instead of lifetime monthly income payments, the vested balance in your account will be paid in a single sum.

**Installment Payment (specific limitations may apply to this option under the terms of your plan):** Instead of lifetime monthly income payments, the vested balance in your account will be paid in installment payments.

**Partial Payment:** Instead of lifetime monthly income payments, the vested balance in your account will be paid in partial payments.

### Comparison of Forms of Benefit

These examples compare benefits under a Qualified Joint and Survivor Annuity and other forms of benefit that may be available under the plan. The examples are based on specific assumptions and certain interest rates and mortality rates. The amounts shown are estimates, provided to illustrate the differences among the various options and are not intended to represent the actual amount payable to you. Upon your request, a more precise calculation will be provided. Your request should be sent to the address below if in writing. If you wish to call in your request, see the number provided below for you to call.

Assume a participant retiring at age 65 has a spouse of the same age and a \$200,000 account balance.

#### Age 65 Commencement

Form of Benefit	Benefit to Participant	Benefit to Spouse/Beneficiary After Participant's Death
Qualified Joint and Survivor Annuity		
50%	\$ 914.31 per month	\$ 457.16 per month
66.7%	\$ 890.56 per month	\$ 593.71 per month
75%	\$ 879.15 per month	\$ 659.36 per month
100%	\$ 846.58 per month	\$ 846.58 per month
Straight Life Annuity	\$ 993.76 per month	
Life Annuity with 5 Years Certain	\$ 988.91 per month	
Life Annuity with 10 Years Certain	\$ 974.01 per month	
Period Certain 5	\$ 3,392.05 per month	
Period Certain 10 Years	\$ 1,814.58 per month	

Any annuity elected will be provided by purchasing an annuity contract from an insurance company with your vested account balance under the plan. Dollar amounts shown do not reflect any required tax withholding.

*Note: Please refer to your Summary Plan Description or contact Transamerica (Retirement Analysis Department) at 800-755-5803 x 1203424 for more information regarding the annuity options that are available under the plan.*

### Joint and Survivor Annuity Waiver Rights

You have at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect another form of benefit. If, after receiving this Explanation, you affirmatively elect a distribution and your spouse consents to that form (if necessary), your distribution may be made less than 30 days from the date this Explanation was given to you provided:

- Your distribution election is revocable until the later of (a) your benefit starting date, or (b) prior to the expiration of the 7-day period that begins the date after you receive this Explanation;
- Your benefit starting date is a date after the date you received this Explanation;
- Distribution in accordance with your benefit election is paid more than 7 days after the date this Explanation was provided.

### Consequences of You Taking the Distribution Instead of Deferring Receipt of the Distribution

If you are eligible to receive a distribution from the plan, but also have the right to defer receipt of such distribution because, e.g., the value of your nonforfeitable account balance exceeds \$5,000 (or such lower automatic cash-out limit set by the plan), your decision not to defer receipt of your distribution includes the following consequences: (1) if you do not make a rollover within 60 days of receipt of the payment, you will be taxed on the taxable amount of the distribution not rolled over, and (2) for participants who are under 59 1/2 and/or who separated from service prior to the year they attained 55 at the time they take the distribution, an IRS early distribution 10% penalty tax may apply to the taxable portion of such distribution.

### Right to Request Participant-Specific Information

You have the right to request specific information with respect to each form of benefit available to you under the plan, including a description of the financial effect of electing each form of benefit available to you under the plan. Written requests should be sent to Transamerica, 4333 Edgewood Road NE, Cedar Rapids, IA 52499, (Attn: Retirement Analysis Department) or call 800-755-5803 x1203424.