## [EMPLOYER NAME]

## [PLAN NAME]

## APPLICATION FOR PARTICIPANT LOAN

I hereby apply for a loan from the Plan. In support of this loan application, I attach such information which the Plan Administrator may require to determine whether I qualify for the loan, including financial statements and tax returns. I also authorize the Plan Administrator to secure any credit reports to determine my creditworthiness and ability to repay the loan.

In applying for this loan, I acknowledge that I have read the section of the Summary Plan Description governing Plan loans and have been furnished with a copy of the Participant Loan Program established by the Plan.

The amount of the loan is $\$$ $\qquad$ [AMOUNT] for a period of $\qquad$ [PERIOD](s) (if longer than 60 months, the purpose of the loan must be to acquire your principal residence).

Name: $\qquad$
SSN: $\qquad$ Married $\quad \square$ Single $\quad \square$ Divorce-Separated

I understand the Administrator will make any loan in reliance on the statements on this APPLICATION FOR PARTICIPATION LOAN which I certify are correct and complete. If any statement proves false, then the Plan may declare my indebtedness immediately due.

I hereby authorize the Administrator to verify the statements in this application and to obtain any information the Plan or its authorized representative may require in connection with this application.

EXECUTED this $\qquad$ day of $\qquad$ , 20 $\qquad$ .

[^0]
## Social Security Number

## [EMPLOYER NAME]

[PLAN NAME]

PROMISSORY NOTE AND FEDERAL DISCLOSURES
(Fixed Interest Rate)
BORROWER: $\qquad$ [PARTICIPANT NAME]

HOLDER (Creditor): $\qquad$ [PLAN NAME]

Federal Truth-In-Lending Disclosures

| ANNUAL PERCENTAGE RATE <br> The cost of your credit as a yearly rate. | FINANCE CHARGE <br> The dollar amount the credit will cost you. <br> \$ 100 Fee + interest of | AMOUNT FINANCED <br> The amount of credit provided to you or on your behalf. | TOTAL OF PAYMENTS <br> The amount you will have paid after you have made all payments as scheduled. |
| :---: | :---: | :---: | :---: |
|  |  |  |  |

Your Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due |
| :---: | :---: | :---: |
|  | $\$$ |  |

Prepayment: If you pay your loan off early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in your account in the plan.
See below for any additional information about non-payment and default.

## [EMPLOYER NAME]

## [PLAN NAME] <br> PROMISSORY NOTE

For value received, $\qquad$ [PARTICIPANT NAME], the undersigned BORROWER, promises to pay $\qquad$ [TRUSTEE(S)], Trustee of $\qquad$ [PLAN NAME], or order, the sum of [AMOUNT SPELLED OUT] dollars (\$ $\qquad$ [AMOUNT]), together with interest on the unpaid balance at the rate of [TOTAL INTEREST]\% per annum, payable in $\qquad$ [TOTAL PAYMENTS] equal [FREQUENCY] payments of \$ $\qquad$ [PAYMENT AMOUNT] each, including
interest. The first payment is due on $\qquad$ [1ST PAYMENT DUE], with like payments due
[FREQUENCY] thereafter until the BORROWER has made all payments under this Note.

The BORROWER will make all payments at the office of [EMPLOYER NAME] or such other place as the HOLDER
designates in writing. If not sooner paid, this Note in any event is due and payable
[FREQUENCY].

At the option of the HOLDER of this Note until payment in full or maturity, upon default, all monies payable under this Note are due and immediately payable. The Note is in default if any payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the BORROWER missed the scheduled payment.

The BORROWER may prepay the loan without penalty. Each payment first applies to the payment of accrued interest and the balance of each payment applies to the payment of principal.

The BORROWER secures this loan by a pledge and irrevocable assignment of his/her vested interest in the [PLAN NAME].

If the BORROWER does not pay this Note when due, the BORROWER promises to pay all costs of collection and reasonable attorneys' fees incurred by the HOLDER of this Note on account of such collection, whether or not the HOLDER files suit on this Note.

EXECUTED this $\qquad$ day of $\qquad$ , 20 $\qquad$ .

## Loan Applicant

## Witness

## [EMPLOYER NAME]

## [PLAN NAME]

## IRREVOCABLE PLEDGE AND ASSIGNMENT

In consideration of a loan to me of \$ [AMOUNT], by the Trustees of [PLAN NAME] (the
"Plan"), as evidenced by a copy of the Promissory Note attached to this pledge, I hereby irrevocably pledge and assign to the Trustees of the Plan, or to their successor or successors, $50 \%$ of my vested account balances, at any time existing under the Plan, but not less than $50 \%$ of my vested account balances determined on the date of the loan which is subject to this pledge, to the extent necessary to satisfy such loan, any unpaid interest on such loan, all reasonable attorneys' fees necessary for collection of this obligation and all costs of collection. Failure by me to repay this loan when due or to pay any installment or interest when due will authorize the Trustees to foreclose on this security or to bring a lawsuit to collect the outstanding indebtedness and interest on the indebtedness.

Should my employment terminate with $\qquad$ [EMPLOYER
NAME] for any reason while this obligation is unpaid and under circumstances in which the Trustees would ordinarily make a distribution from the Plan to me or to my named beneficiary, I authorize the Trustees to reduce the amount otherwise distributable to me or to my named beneficiary, by this outstanding indebtedness, together with any accrued interest due on the indebtedness, unless, on the day after my termination of employment with the Employer, I am a "party in interest" with respect to the Plan.

This Irrevocable Pledge and Assignment shall bind my heirs, personal representatives or other legal representatives.

EXECUTED this $\qquad$ day of $\qquad$ 20 $\qquad$ _-

Loan Applicant


[^0]:    Loan Applicant

