

Loan Request

PLEASE PRINT LEGIBLY IN BLUE OR BLACK INK

1. Participant/Plan Information:

Plan Name		Plan Account Number		Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
Social Security Number	Last Name	First Name		M.I.	Date of Birth:
Street Address		City		State	Zip Code

2. Loan Information

Purpose of Loan:

- General
 Primary Residence

Term of Loan*: _____ months

*IRS maximum term for general loan is 60 months.
Refer to your plan's loan policy for your specific maximum and minimum loan terms

A. Request for new loan Amount: \$ _____

- B. Consolidation Prior Loan Number(s):** _____
 1. Pay-off Amount (for outstanding loan(s)): \$ _____
 2. Adtl. amount (amount of check you will receive): \$ _____
 3. Total amount of loan (1. + 2.) \$ _____
 4. Last payroll deduction for outstanding loan(s) to occur on: _____

- C. Pay-off & new request for loan (check enclosed)**
 1. Amount of pay-off (enclosed check amount): \$ _____
 2. Amount of new loan (amount of check you will receive): \$ _____
 3. Last payroll deduction to occur on: _____

3. Spousal Consent: (As applicable under the Plan)

I hereby certify that I am the spouse of the above named Participant and that I consent to the loan as indicated above. I also understand that by consenting to this loan I waive all rights to arranged payments I would have been entitled to upon the Participant's death, with respect to the loan as described above. I further understand that this election is irrevocable.

Spouse's Signature: _____ **Date:** _____

NOTE: Spouse may sign this form in the presence of the Plan Administrator or sign in the presence of a Notary Public.

Plan Administrator Signature: _____ Date: _____

OR
Notary Public Certification: State of _____, County of _____. The spouse whose signature appears above is either known to me or proved to me on the basis of satisfactory evidence to be said person, and acknowledged to me that he/she executed the same in his/her authorized capacity, and signed this document as a free and voluntary act.

Seal

Witness my hand and official seal: _____
My commission expires: _____ Address: _____

4. Participant/Payee Certification & Signature:

- I acknowledge receipt of Plan Loan Policies.
- I understand that I may not borrow against amounts set aside for an alternate payee under a Qualified Domestic Relations Order (QDRO), and certify that there are no Plan benefits payable to an alternate payee under such order.
- I acknowledge that principal and interest payments shall be withheld from my compensation each pay period until my loan is repaid.
- I understand that the amount I receive may be less than the amount requested, if the amount requested is greater than the amount allowed under the Plan Loan Policy, Plan, or Internal Revenue Code.
- I understand that a Loan Origination fee may be deducted from my account. Please contact your Plan Administrator or NEF to obtain information regarding your loan origination fee.
- I understand that the monies for the loan will be taken by money type in an order that will maximize benefit availability. Within each money type the monies will be taken in equal percentages from all variable funds, then from Guaranteed Certificate funds (beginning with those closest to maturity).
- I acknowledge that approved loan monies will be sent to the Plan Administrator, and that prior to any receipt of the loan monies, I must sign any required documents (e.g. Promissory Note), obtained from the Plan Administrator.
- I certify that the information provided by me is correct to the best of my knowledge.
- I understand that in the event that any section of this form is incomplete, my loan will be delayed until all information is received by 401(k) Operations at NEF's office in Greenwood Village, Colorado. Completed forms received in our Greenwood Village, Colorado administrative office up to the close of the New York Stock Exchange, Mountain Standard Time (MST), will be considered received and effective that same day. Any request received after the close of the New York Stock Exchange, Mountain Standard Time (MST), will be considered received and effective the next business day.
- I understand that once NEF processes this loan request, this transaction is irrevocable.

Signature: _____ **Date:** _____

5. PLAN ADMINISTRATOR / TRUSTEE CERTIFICATION & SIGNATURE

- | | |
|---|---|
| 1. Participant's Current Period Hours Worked* : _____ *Instructions on reverse | 4. Participant's Hire Date: _____ |
| 2. Years/Hours during which Participant worked less than 1000 hours: _____ | 5. Vested %: _____ |
| 3. Repayment Frequency: _____ (monthly, weekly, etc.) | 6. First payroll deduction to occur on: _____ |
| 7. Highest outstanding loan balance during the last 12 months: \$ _____ as of what date: _____ | |
| 8. Loan Origination Fee: \$ _____ (If fee is specified, NEF will issue a check to the Pension Plan Specialist (PPS) contracted on the Administrative Responsibilities Agreement.) | |
| 9. Method of delivery (TO EMPLOYER): <input type="checkbox"/> Regular mail <input type="checkbox"/> SEND OVERNIGHT MAIL* | |
- *Deduct \$25.00 from loan check amount for express charges. Please note: A street address must be provided. The overnight delivery option does not change our processing time.

I hereby certify that this Request is in compliance with Plan provisions and current laws, including those governing spousal consent, and certify that this loan will be administered in a manner consistent and uniform with other participant loans in the Plan.

Plan Administrator/Trustee Certification & Signature: _____ **Date:** _____

INTERNAL USE ONLY

Vested %: _____	Event ID: _____	Mail To: EE ER TRUSTEE	Loan: OLD NEW w/ docs
Source: _____	Processed by: _____	Mail Type: REG AB FEDEX	Special: _____
O/S Loan Bal: _____	Authorized by: _____		

IMPORTANT INFORMATION REGARDING 401(k) LOANS:

- The only type of loan that may exceed a 5 year term is one used to purchase a primary residence.
- If you are consolidating a loan(s) a portion of the “new” loan is used to pay–off the other loan(s). Therefore, the amount you receive in “cash” will be less the amount(s) of the loan(s) you are consolidating.
- Many loan policies allow only one outstanding loan. Refer to your Plan’s loan policy.
- Normally, your check will be mailed to your Employer within three business days from NEF’s receipt of a completed Loan Request form.
- If you wish to have your check sent to your Employer via overnight delivery, your Employer must sign this form where indicated. Requests without Employer approval will be mailed to your Employer via regular postal delivery.
- NEF will not redeem shares of Employer Stock to facilitate your loan request. Therefore, you may need to transfer monies in Employer Stock to a non–stock investment option prior to the loan. Transfers from Employer Stock occur based on your employer’s trade cycle. Contact your employer for further information regarding Employer Stock.
- The maximum amount available for a 401(k) loan is 50% of your vested account balance. If your requested loan amount exceeds the amount available, the loan amount will be processed for the maximum amount available.
- If assets exist in the Self–Directed Brokerage Option and are to be included, you must first transfer them back to NEF.

PLAN SPONSOR SECTION:

- Current Period Hours Worked is the number of hours worked in the current vesting computation period. A vesting computation period is a 12–month period defined by the Plan Document. The vesting computation period may be the Plan year, calendar year, employment year or other 12–month period.
- The Plan will use one of three methods to measure service. These methods are: actual hours, equivalency, or elapsed time. Your Plan Document will indicate which of these methods govern your Plan. Instructions for each method follow:
- If the Plan uses **actual hours method** to calculate service, please provide the Current Period Hours Worked.
- If the Plan uses an **equivalency method** to calculate service, unless otherwise specified, NEF will assume the Participant works one hour in each equivalency period within each 12–month vesting computation period until the Participant’s date of termination.
- If the Plan uses the **elapsed time method** to calculate service, additional information may be requested by NEF to determine vesting according to the methods prescribed in the the Plan Document.