

Loan Distribution Form

Please Note: Do not use this form to request:

- (1) Death Benefit Claim
- (2) Hardship Withdrawal Claim
- (3) Minimum Distribution Requests

INSTRUCTIONS AND INFORMATION FOR COMPLETING THIS FORM

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

PARTICIPANT INSTRUCTIONS:

1. Complete Sections B-F. If you are not married, skip Section E, Spousal Consent.
2. Your signature is required in Section F
3. Submit the Form to your Employer for signature and processing. **Do not mail this form directly to the Administrative Office (Transamerica East) list at the bottom of this form.**

EMPLOYER INSTRUCTIONS:

1. **Complete Section A**
2. **Your signature is required in Section F**
3. **Submit the Form to the Plan Administrator**

LOAN GUIDELINES

Please note that your plan may have limitations on loan availability. Please contact the Plan Administrator for more information.

- A. **Cost** – There could be fees associated with the loan. 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) The Participant's or Beneficiary's (if applicable) leave of absence extends beyond twelve (12) months and the Participant or Beneficiary fails to make the loan payment by the earlier of (i) the due date following the suspension period or (ii) the due date of the last installment. The Participant or Beneficiary (if also a Participant) shall be suspended from making Elective Contributions until the Plan Anniversary following the date which is at least 12 months after the date of default.

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 contact the Plan Administrator.

H. Distributions —

- 1. All checks will be sent to the Plan Administrator.
- 2. Loan recipients understand that any outstanding loan amount will reduce the amount available for distribution.
- 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. Source and Application of Funds — The disbursement of monies for your account reduction loan may be made per your specifications or 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.

SECTION A. Employer Information

Company/Employer Name

Plan Name

Contract Number

Division Number (if applicable)

Amount of Loan: \$ _____

Interest Rate: _____ %

OR: Prime + _____ %

(Prime + 1 will be used if no election is made.)

PAYROLL DEDUCTION :

Payroll Frequency: _____



Signature of Plan Administrator or Authorized Signor for Authorization of Payroll Deduction

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 <input type="checkbox"/> Married <input type="checkbox"/> Unmarried	

SECTION C. Type of Loan

Please Note: Only one outstanding loan is allowed at any given time, therefore, if you currently have an outstanding loan, you will need to consolidate them into one loan. If you elect to change the payment period on the first loan, less money may be available for any additional loans.

Maximum Loan: Generally the lesser of 50% of your vested account balance or \$50,000.00

Minimum Loan: Generally \$1,000.00

A. GENERAL PURPOSE Available for **ANY PURPOSE**.

Term of Payment in Months: (# of months – cannot exceed 60 months)

B. PRINCIPAL RESIDENTIAL LOAN Available **ONLY** to purchase or build a principal residence (*not available to renovate or refinance a principal residence*).

Payment: You can elect to pay back the loan by checking any term listed from the options below.

- Term of Payment of Years: 6 Years 7 Years 8 Years 9 Years 10 Years
 11 Years 12 Years 13 Years 14 Years 15 Years
 Other (for term greater than 15 years please obtain approval from your Plan Administrator)

SECTION D. Fund Withdrawal Election

Notice of fund withdrawal election:

You may specify the fund(s) you wish to have your loan proceeds withdrawn from, or check the box below to have the withdrawal prorated against all investment options. Make your election in dollars or percentages (increments of 1%), your total must equal 100% or the dollar amount of your distribution. For assistance in selecting your fund choices(s), refer to your last Participant statement. Please be sure to print the complete name of the fund(s); an incorrect fund name could delay your request.

Please prorate the withdrawal against all investment options.

PLEASE SPECIFY THE FUND(S)

PLEASE SPECIFY AMOUNT

Check one: % \$

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

SECTION E. Spousal Consent

Check with your Employer/Plan Administrator or Summary Plan Description to determine whether this plan is subject to spousal consent requirements. If it is, 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 and your plan allows for joint and survivor annuities. 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, have read the IRS Special Tax Notice provided to me and understand the effects of the waiver. I understand that federal law requires that the retirement benefit of the Participant be paid under a joint survivor annuity, unless I consent otherwise in writing to another form of benefit payment. I hereby waive the annuity and consent to the loan elected by my spouse.

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

Statement of Plan Representative or Notary Public

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

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.



Signature Of Participant

Date

MUST BE COMPLETED BY THE PEO PLAN ADMINISTRATOR ONLY

By signing below, I hereby authorize Transamerica to process and forward 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.



By: Signature of Plan Administrator or Authorized Signor

Date



Print Name of Plan Administrator or Authorized Signor

Date

Once this form has been completed with all of the necessary information and required signatures, please forward to TA East 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: Transamerica East: 100-G Executive Drive, Edgewood, NY 11717-8331 Fax #: (631) 243-6427