

SAMPLE LOAN APPLICATION FOR QUALIFIED RETIREMENT PLANS

LOAN APPLICATION

PLAN NAME: _____ SOCIAL SECURITY NUMBER: _____

EMPLOYEE NAME: _____ DATE OF BIRTH: _____

EMPLOYEE ADDRESS: _____ DATE OF HIRE: _____

_____ PERSHING ACCOUNT NUMBER: _____

CURRENT ACCOUNT BALANCE: _____ - _____

A loan application fee must accompany this application unless we receive instruction to charge the fee to a Pershing brokerage account for which you are an authorized signatory.¹ If the application does not include the check or payment instructions, the fee will be charged to the account for which the loan is being processed. The check should be made payable to Pershing LLC.

LOAN AMOUNT REQUESTED: \$ _____ TERM OF LOAN (IN MONTHS): _____

OUTSTANDING LOAN BALANCE (IF ANY): _____ PAYMENTS PER YEAR: _____

PURPOSE OF LOAN: _____

DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS

- Address of Record
 Alternate Address
 To Pershing Account Number:
_____ - _____

Alternate Address:

FEDERAL FUND WIRE INSTRUCTIONS

ABA #: _____

Bank Name: _____

City, State: _____

Account Number: _____

For the Benefit of: _____

For Further Credit to
Account Number: _____

NOTE: Pershing is unable to deliver assets via federal fund wire to third parties

I assign my vested account balance in this plan as collateral for this loan. Failure to repay this loan will reduce my retirement and death benefits from this plan, and may result in the loan being reported as a taxable event to the Internal Revenue Service.

I acknowledge that (check one):

- I am married and my spouse consents below. I am single or have no living spouse. I am married, but have no knowledge of the whereabouts of my spouse.

Employee's Signature (required) _____

Date _____

I understand the terms of the loan and the Irrevocable Pledge and Assignment. I understand that my spouse's failure to make timely repayments for this loan in accordance with the requirements of the Promissory Note may result in the plan administrator's pursuing any remedies available to a creditor by law. I also understand that failure to make timely payments under the requirements of the Promissory Note may cause a reduction of any plan benefits to which I may otherwise be entitled in the future. I consent to this loan.

Spouse's Signature _____

Date _____

Witness (Administrator/Notary Public) _____

Commission Expires _____

To Be Completed by the Plan Administrator

I certify that I am the administrator of record for the plan and the following transaction(s) has been reviewed and is in compliance with the provisions of the Plan.

Loan Application: _____ Approved Denied

First Payment Due: _____ Interest Rate: _____ % Vesting: _____ %

Approved by: _____ Date: _____

Plan Administrator

¹ Please refer to Pershing's current retirement plan fee schedule for the applicable loan-processing fee.

PROMISSORY NOTE AND IRREVOCABLE PLEDGE AND ASSIGNMENT

PLAN NAME: _____

EMPLOYEE NAME: _____

SOCIAL SECURITY NUMBER: _____

PERSHING ACCOUNT NUMBER: _____

PROMISSORY NOTE AND PAYROLL DEDUCTION AGREEMENT

I hereby acknowledge that upon receipt of a loan of \$ _____, granted to me by the above Plan, I promise to repay the loan, with interest at a rate of _____% per year. I authorize my employer to deduct \$ _____ from my salary each month, effective from the pay period which ends on _____, as repayment for the loan. This is to be continued until the loan is paid in full.

It is agreed that the loan may be paid in full at anytime, without penalty or service fee. If I should default in payment of principal or interest when due, or terminate my membership in the plan before this loan has been repaid in full, it is agreed that the unpaid balance and accumulated interest becomes due and payable. My vested account balance secures payment of this note in the Plan.

IRREVOCABLE PLEDGE AND ASSIGNMENT

In consideration of a loan to me of \$ _____, by the trustee of the above named Plan, as evidenced by a copy of the Promissory Note attached to this pledge, I hereby irrevocably pledge and assign to _____, as trustee(s) of the Plan, or to their successors, an amount not to exceed 50% of the nonforfeitable percentage of my vested account balance at any time existing under the Plan necessary to satisfy the loan that is subject to this pledge, including any unpaid interest on such loan.

If any installment of principal and or interest is not paid within 30 days of the date when due, the plan administrator will notify me in writing. If I do not make such installment payment within 60 days thereafter, the plan administrator will report a distribution from my account to the Internal Revenue Service (IRS) on IRS Form 1099-R for the full remaining loan balance (not including interest).

If my employment with _____ should terminate for any reason while this obligation is unpaid, the outstanding principal amount of this loan becomes due and repayable, and my vested account balance will be used to repay the outstanding principal. If I so elect with the consent of the plan administrator, I may, instead, repay the entire outstanding principal amount with interest to the date of repayment.

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

Employee's Signature (required)

Date