



# Participant Loan Agreement

(General Purpose Revolving Loans)

The plan sponsor or plan administrator ("**Plan Administrator**") of your qualified retirement plan has selected the MyPlanLoan Program operated by Benefit Plans Administrative Services, LLC ("**BPAS**") as a means for you to access such funds which you have applied to borrow from your qualified retirement plan account and have been approved to borrow by your Plan Administrator. This Participant Loan Agreement ("**Agreement**") contains the terms and conditions that govern access to your MPL Account (as defined below) and explains how it operates, and describes the fees associated with your MPL Account, all of which has been approved by your Plan.

In this Agreement, certain terms have specific meanings. The terms "**you**", "**your**" or "**yours**" mean the person who applied for and obtained an MPL Account, and to whom an MPL Access Card ("**Card**") was issued. The word "**Plan**" means your qualified retirement plan that approved your MPL Account according to the Plan's written loan policy or guidelines ("**Guidelines**"). The word "**Plan Account**" means your individual account within your Plan. The term "**MPL Account**" means the Revolving Balance established for you pursuant to the terms of your Plan, which can be accessed through use of the Card. The term "**Account Fund**" means the money market mutual fund, an FDIC-insured deposit account or similar cash management vehicle selected by your Plan into which a portion of your vested Plan balance ("**Plan Balance**") has been transferred in connection with your MPL Account. Other specific terms are defined elsewhere in this agreement and will be noted in **bold** type. Please contact your Plan Administrator to obtain a copy of your Plan's Guidelines and more information about the Account Fund selected by your Plan.

This Agreement contains important information and disclosures regarding your loan from your Plan through the MPL Loan Program. Your Plan permits you to borrow money from your Plan Account balance(s) through the use of the MPL Loan Program, subject to the Plan's Guidelines and applicable laws and regulations ("**Applicable Law**"). By deciding to apply for a loan from your Plan through the use of the MPL Loan Program, you agree to the terms and conditions contained in this Agreement. You also will be provided with a Fee and Other Disclosures document which will set out any specific disclosures relating to your MPL Account, including the details of your Account Fund and fees and charges. Please contact your Plan Administrator to obtain a copy of this Agreement, the Fee and Other Disclosures and your Plan's Guidelines.

## The MyPlanLoan General Purpose Revolving Loan Program

**You have requested that your Plan establish a Revolving Balance to enable you to borrow from your Plan Account** subject to your obligation to repay the amount you borrow, plus interest, to your Plan Account. Your Plan will transfer the amount you have requested, and have been approved to borrow, to your MPL Account in accordance with your Plan's Guidelines. Amounts in your MPL Account will be invested in the Account Fund and will earn dividends and/or interest and continue to be considered part of your Plan Balance until withdrawn by you.

**A Card that you may use to access the amounts in your MPL Account will be issued to you.** You may use your Card to make purchases with or obtain cash advances from your MPL Account. Each time you use your Card, the amount of your purchase or cash advance will be withdrawn from the Account Fund to pay the merchant(s), bank(s) or other vendor(s). The amount withdrawn by you will be considered a loan from your Plan Account, and you will be obligated to repay that amount plus interest to your MPL Account and to pay any applicable fees (as described in more detail in this Agreement). Each time you make a payment toward the outstanding loan balance, an amount equal to your payment (including interest), less all applicable charges and fees (as described in this Agreement), will be deposited into your MPL Account and invested in the Account Fund. In other words, you are repaying your personal retirement account for the loans made to you plus interest. You will receive monthly billing statements for your MPL Account that will detail purchases and cash advances, the applicable interest rate and amount of accrued interest, finance charges, other charges and fees, and any loan repayments you make to your retirement fund.

**The Revolving Balance created under this Agreement is considered a general purpose Revolving Balance.** If you want to apply for a loan under the MPL Loan Program to acquire a dwelling unit which will within a reasonable period of time be used as your principal residence, please speak to your Plan Administrator for information relating to principal residence loans through the MPL Loan Program. A principal residence loan through the MPL Loan Program is separate to the Revolving Balance created under this Agreement, and is subject to separate terms and conditions and Applicable Laws.

BPAS, through its MyPlanLoan Service, will provide administrative services in connection with the maintenance of your general purpose revolving loan and repayments. BPAS will provide those services in accordance with the Guidelines approved by your Plan. In performing those services, BPAS will not act as a plan administrator or fiduciary under ERISA. This Agreement constitutes a binding obligation for you to repay your Loan balance and interest to your Plan as well as your agreement to pay the applicable charges and fees of administering your Loan as set forth in this Agreement.

**If required by your Plan, your spouse must consent in writing to your participation in the MPL Loan Program** by completing a spousal consent form and submitting it to the Plan Administrator. The spousal consent form must be witnessed by a notary public.

**1. Your Revolving Account Limit**

- (a) Your “**Revolving Account Limit**” is determined by your Plan and approved by your Plan Administrator according to your Plan's Guidelines. The “**Revolving Balance**” represents the maximum total aggregate amount you are permitted to borrow against your Plan at any one time through your MPL Account.
- (b) You may access your MPL Account by using your Card to make purchases or to obtain cash advances from merchants and banks accepting the Card. You may access your MPL Account up to the lesser of (i) your Revolving Account Limit or (ii) the IRS Limit, unless otherwise provided in the Agreement or your Plan's Guidelines. For example, after you have opened your MPL Account, if distributions, investment performance or other loans cause your MPL Account allocation to exceed the IRS Limit, you will not be permitted to access any portion of your Revolving Balance Available that would cause you to exceed the IRS Limit.
- (c) Whenever you access your MPL Account by making a purchase or cash advance, the amount of funds available for you to borrow from your MPL Account (“**Revolving Balance Available**”) will decrease by the amount of the purchase or cash advance plus any applicable fees imposed by the vendor. Whenever you repay all or any portion of your outstanding loan balance, your Revolving Balance Available will increase by the amount of the repayment less interest and any applicable fees (as described in Sections 7 and 8 below). Your Revolving Balance Available as of the end of a monthly billing cycle will be stated on the billing statement for that monthly billing cycle.
- (d) You agree not to exceed your Revolving Balance Available. BPAS reserves the right to not process any purchase or cash advance transaction that would result in you exceeding your Revolving Balance Available. You understand and agree that BPAS will not be liable if BPAS declines to process any transaction that would result in you exceeding your Revolving Balance Available. You also understand and agree that BPAS will not be liable if BPAS permits a purchase or cash advance that causes you to exceed your Revolving Balance Available.
- (e) Your Revolving Balance and/or Revolving Balance Available may be reduced at any time and from time to time to ensure compliance with the terms of your Plan, Plan Guidelines and Applicable Laws, which generally limit maximum loan amounts to a percentage of your vested Plan Balance, subject to an overall maximum dollar amount (see below). Consult with your Plan administrator for details.
- (f) The maximum amount you may borrow from your Plan (when added to the outstanding balance of all other loans from the Plan) will be the lesser of (i) \$50,000 (reduced by the excess of the highest outstanding balance on any of your other loans from the Plan during the one-year period ending on the day before such loan is made over the outstanding balance on any such loans on the date such loan is made) or (ii) 50% of your vested Plan Account balance as reported by the Plan Administrator (“**IRS Limit**”), and (iii) any limit established in the Plan's Guidelines. No Plan loan may be made from your MPL Account to the extent that (i) the amount of the loan would exceed the IRS Limit or (ii) the loan would cause you to exceed your Revolving Balance.
- (g) You understand and agree that your Plan will have a security interest in your Plan Account balance, up to an amount equal to 50% of your Plan account balance, as security for loans made from your MPL Account.
- (h) You authorize the amount you allocated to your MPL Account to be taken from your other Plan investments. Refer to your Plan's Guidelines for the allocation method used to fund your MPL Account.

**2. Your Account Fund; Your Payments**

- (a) Upon approval of your request for a Revolving Balance by your Plan Administrator, the Plan will transfer an amount equal to your approved Revolving Balance from your Plan investments according to your Plan's Guidelines into your MPL Account. Your MPL Account will be invested in the Account Fund and will earn dividends and/or interest and continue to be considered part of your Plan Balance until withdrawn.
- (b) Each time you make a payment toward the outstanding balance on your MPL Account, an amount equal to your payment, less all applicable charges and fees (as described in Sections 7 and 8 below), will be deposited to your MPL Account and invested in the Account Fund. The amount of your payment, after subtraction of all applicable charges and fees, will generally include a principal portion and an interest portion. The principal portion of your deposited payments will remain in your MPL Account and may increase your Revolving Balance Available. The interest portion of your payments (the Interest Rate described in Section 9 below), plus the dividends and/or interest earned on your investment in the Account Fund, will be transferred periodically from your MPL Account into your other Plan investments according to your Plan's Guidelines (generally, interest earned on your investment account is transferred daily or monthly depending on the particular Plan, and dividends are transferred monthly).
- (c) At BPAS' option, and to ensure compliance with the terms of your Plan, your Plan's Guidelines and Applicable Law, BPAS may, following BPAS' receipt and posting of a payment to your MPL Account, place a hold for up to seven (7) days on a portion of your Revolving Balance Available up to the amount of the payment.
- (d) BPAS reserves the right to place a hold on your MPL Account for any reason, including, but not limited to: (i) a payment on your MPL Account returned for insufficient funds; (ii) your MPL Account is delinquent or is in default; or (iii) BPAS has reason to believe that the payment is fraudulent or that there is or has been unauthorized access to or use of your MPL Account. BPAS will make every effort to contact you of any hold placed on your MPL Account as soon as reasonably practicable.
- (e) At BPAS' option, BPAS may return a payment that exceeds your outstanding balance from your MPL Account (plus any applicable fees). If BPAS accepts such a payment BPAS will refund the excess amount directly to you. In no event will any excess amount be deposited to your MPL Account or applied to increase your Revolving Balance or Revolving Balance Available.

### 3. Acceptance of Agreement

By applying for, activating or using your MPL Account or Card, you accept and agree to be bound by all applicable terms and conditions of this Agreement. You also authorize BPAS to retain a copy of your written or electronic MPL application provided to BPAS by your Plan Administrator.

### 4. Access to Your Account

- (a) Before using your Card, you must activate it by calling the toll-free number provided with your Card. You can use your Card to purchase goods or services from merchants or other vendors that accept Cards ("**Purchases**"). You can also use your Card: (i) to obtain cash or cash-like instruments (for example, money orders, travelers' checks or similar instruments) by presenting the Card to banks, other financial institutions or other persons that are permitted to make cash available to cardholders, or (ii) to obtain cash by using your Card and Personal Identification Number ("**PIN**") at automated teller machines ("**ATMs**") that dispense cash (both are called "**Advances**"). For security reasons, there may be limits on the amount of cash you can obtain by presenting your Card at a financial institution, or by using an ATM, during any one day. Purchases and Advances are referred to collectively as "**Transactions**" in this Agreement.
- (b) You acknowledge and agree that BPAS has no liability if any bank, merchant or other person refuses to accept your Card. Subject to Applicable Law, BPAS also is not responsible for the quality or results of any goods or services provided to you by any other entity. No cash refunds will be made directly to you by any such entity. Instead, the entity will issue a credit slip to you, subject to that person's refund policy and Applicable Law. Any refund credit will appear on your monthly billing statement and will be applied in the same manner as a payment as described in Section 6(g) below.
- (c) At BPAS' option and without changing your obligations to BPAS in any manner, BPAS may change your MPL Account number and issue you a new Card bearing the new MPL Account number.
- (d) You will promptly provide notice to BPAS and your Plan Administrator if you change your mailing address, email address, or other contact information. All written notices and monthly billing statements will be considered delivered to you when placed in the U.S. mail and addressed to you at your most recent address, or, if you are enrolled in e-delivery, sent via email to your most recent email address as it appears in BPAS' records.

### 5. Promise to Pay

You promise to pay the principal of all Transactions on your MPL Account, plus interest and finance charges on those amounts, and all other applicable charges and fees you incur in accordance with the terms of this Agreement. You acknowledge and agree that any Transaction by you is valid, regardless of the purpose of the Transaction.

### 6. Monthly Billing Statements and Minimum Payments

- (a) A monthly billing statement will be sent to you for each monthly billing cycle during which: (i) you make any Transactions or incur any fees or other charges, or (ii) your MPL Account has an outstanding balance on the final day of the monthly billing cycle ("**Closing Date**").
- (b) Your monthly billing statement will be sent to you by regular U.S. mail to your most recent address as it appears in BPAS' records or, if you are enrolled in e-delivery, by email to your most recent email address as it appears in BPAS' records. You may also access your monthly billing statement on the Internet at [www.MyPlanLoan.com](http://www.MyPlanLoan.com). Your monthly billing statements will detail your Revolving Balance Available, applicable interest rate and amount of accrued interest, finance charges, other charges and fees, and any loan repayments you make to your Plan Account.
- (c) You must pay the "**Minimum Payment**" shown on your monthly billing statement on or before the "**Payment Due Date**" shown. The Payment Due Date will be at least twenty-five (25) days after the Closing Date. The Minimum Payment is determined as provided in this paragraph. On any day that you make a Transaction on your MPL Account, the total aggregate amount of that day's Transactions will constitute a separate "**Loan**". Each billing cycle, a separate monthly payment amount is calculated for each outstanding Loan initiated during that billing cycle. This separate monthly payment amount remains the same for the duration of the Loan and is based on the amortization of the original principal amount of the Loan at the applicable rate ("**Rate**") (as described in Section 7 below) over the scheduled term of the Loan ("**Term**"). For each Loan, the Term begins on the Closing Date for the monthly billing cycle during which the individual Loan is initiated and ends up to sixty (60) months later. The specific term of the Loan is disclosed to you at the time you apply for your MPL Account by your Plan Administrator. The monthly payment for your Loan is calculated so that the original principal balance of the Loan, together with periodic Finance Charges at the applicable Rate, will be fully paid within the Term of the Loan. Each billing cycle, the separate monthly payment amounts for all outstanding Loans are added together. The Minimum Payment due each billing cycle will be the greater of: (i) the sum of the separate monthly payment amounts for all outstanding Loans, plus any amount past due, plus any amount in excess of your Revolving Balance Available or Revolving Balance, plus any other charges or fees incurred, rounded up to the nearest whole dollar, or (ii) \$10. If the entire amount you owe, which is identified on your monthly billing statement as the "**New Balance**", is less than \$10, you must pay the entire New Balance. If not sooner paid, the entire outstanding principal balance of the Loan, together with all unpaid periodic Finance Charges and all other unpaid fees and charges due under this Agreement, will be due and payable in full on the last day of the Term of the Loan.
- (d) You will be required to pay any amount that you owe in excess of your Revolving Balance Available or Revolving Balance immediately upon BPAS' request. Your failure to do so may constitute an event of default under Section 10 of this Agreement.
- (e) You may prepay all or any portion of the amounts you owe at any time without penalty. Any payment you make in excess of the Minimum Payment due for a billing cycle will not affect your obligation to pay the Minimum Payments due in subsequent monthly billing cycles, calculated in accordance with this Agreement, while any balances are outstanding. The principal portion of your payment will be returned to your MPL Account, invested in the Account Fund and transferred to your Plan investments periodically in accordance with your Plan's Guidelines and the Agreement. The Interest Rate (see Section 7 below) portion of

your payment, along with dividends earned on the unused portion of your Revolving Balance invested in the Account Fund, will be returned to your Plan investments periodically in accordance with your Plan's Guidelines and the Agreement. Refer to your Plan's Guidelines to determine how money is allocated to investments within your Plan.

- (f) You agree that BPAS may accept partial payments of amounts due or late payments without waiving any of the rights of BPAS or the Plan under this Agreement or Applicable Law.
- (g) Payments on your MPL Account will be applied first to any amount in excess of your Revolving Balance Available and Revolving Balance, next to Other Charges/Fees incurred during the billing cycle (in chronological order based on the date of assessment), next to Finance Charges (first to those on the earliest loan, and then to those on subsequent loans in chronological order), and finally to the outstanding balance of principal on each Loan (first to the earliest Loan, and then to subsequent Loans in chronological order). Subject to Applicable Law and the terms of your Plan, BPAS reserves the right to change the order in which BPAS applies payments at any time with sixty (60) days' prior written notice to you to provide an opportunity to close your MPL Account prior to the implementation of any such change. See Section 11(a) below for the procedures for closing your MPL Account.
- (h) BPAS reserves the right to place a hold on your Revolving Balance Available in an amount equal to the amount of "**Other Charges/Fees**" (as described in Section 8 below) that you incur during a monthly billing cycle. The amount of the Other Charges/Fees that you incur during a monthly billing cycle will be listed on your monthly billing statement and will be included in the Minimum Payment for the monthly billing cycle (see Section 6(c) above). The hold will remain in effect until you have paid the Other Charges/Fees incurred during the monthly billing cycle. The hold will not reduce your Revolving Balance, but you will not be permitted to access the portion of your Revolving Balance Available subject to the hold until you have paid such Other Charges/Fees.
- (i) If permitted by your Plan, your loan repayments may be suspended for up to one year during which you are on a bona fide leave of absence, either without pay from your employer or at a rate of pay that, after applicable employment tax withholdings, is less than the amount of the monthly payment amount required with regard to your outstanding Loan(s). You will not be permitted to access your Revolving Balance Available during the period of your leave of absence. During the period of your leave of absence, the applicable Interest will continue to accrue for your outstanding Loan(s). You will not incur a Service Charge during the period of your leave of absence. Your Loan(s), including Interest that accrues during your leave of absence, must be repaid by the end of the original Term of the Loan(s), which may result in an increase in the monthly payment amount applicable to the Loan(s) when your loan repayments resume.
- (j) If permitted by your Plan, your Loan repayments may be suspended for any part of a period during which you are performing service in the uniformed armed services (in accordance with Applicable Law). You will not be permitted to access your Revolving Balance Available during the period in which your repayments are suspended. During the period of any such military service, the lesser of (1) the applicable Interest or (2) the rate of six percent (6%) compounded annually (as required by Applicable Law), will continue to accrue for your outstanding Loan(s). You will not incur a Service Charge during any such military service. Your Loan repayments must resume upon the completion of such period of military service. The Term of your Loan(s) will be extended by the period of such a suspension in repayments, and your Loan(s), including Interest that accrues during such suspension, must be repaid by the end of the new Term of the Loan(s), which may result in an increase in the monthly payment amount applicable to the Loan(s) when your loan repayments resume.

## 7. Finance Charges

Participants will incur a Finance Charge for each Loan. Periodic "**Finance Charges**" on each Loan are determined by applying the Rate described below to the outstanding principal balance of the Loan. The periodic Finance Charges on the Loan begin to accrue on the date each Transaction constituting the Loan is posted to your MPL Account ("**Posting Date**") and continue to accrue until the principal balance of the Loan is paid in full.

- (a) **Rate:** The Rate is a percentage rate that includes two components: (i) the interest rate that is applicable to the Loan ("**Interest Rate**"), and (ii) the service charge rate that is applicable to the Loan ("**Service Charge Rate**"). The portion of the periodic Finance Charges that result from the application of the Interest Rate to the outstanding principal balance of the Loan is the Interest you will pay on a Loan ("**Interest**"). The portion of the periodic Finance Charges that result from the application of the Service Charge Rate to the outstanding principal balance of the Loan is the Service Charge you will pay on a Loan ("**Finance Charge**").
  - (i) **Interest** - The Interest portion of each monthly payment will be deposited to your MPL Account and invested in the Account Fund, and will be transferred from your MPL Account to your Plan investments as specified in Section 2(b) of this Agreement.
  - (ii) **Service Charge** - The Service Charge portion of each monthly payment will be paid to BPAS for services provided in connection with the ongoing administration of your MPL Account. The Service Charge will not be deposited to your MPL Account, will not be invested in the Account Fund and will not be transferred to your Plan investments.
- (b) **Interest Rate:** Unless otherwise specified in your Plan's Guidelines, the Interest Rate applicable to a Loan will be the highest prime rate published in the "Money Rates" section of the *Wall Street Journal* on the last business day of the calendar month prior to the commencement of the billing cycle in which the Loan was initiated. If the *Wall Street Journal* is not published on the last business day of a given month, BPAS will use the highest prime rate published in the "Money Rates" section of the *Wall Street Journal* on the next prior publication day. All Loans incurred in the same billing cycle will be subject to the same Interest Rate. Because the prime rate may change from month to month, the Interest Rate applicable to a Loan initiated in one billing cycle may be greater or less than the Interest Rate applicable to another Loan initiated in a different billing cycle. Changes to the Interest Rate after a Loan has been initiated will apply only to new Loans. The Interest Rate in effect for the billing cycle in which a Loan was initiated is a fixed rate and will remain in effect for the entire Term of that specific Loan (as defined in Section 6 above).

- (c) **Service Charge Rate:** The Service Charge Rate is a fixed rate and is disclosed to you at the time you apply for your MPL Account by your Plan Administrator. The Service Charge Rate in effect for the billing cycle in which a Loan was initiated is a fixed rate and will remain in effect for the entire Term of that specific Loan (*as defined in Section 6 above*). Any change in the Service Charge Rate will only apply to new Loans initiated after any change in the Service Charge Rate is effective.
- (d) **Determination of the Rate:** The Rate applicable to a Loan is determined by adding the applicable Interest Rate to the applicable Service Charge Rate. The Rate applicable to a Loan is a fixed rate and will remain in effect for the entire Term of the Loan. The Rate is disclosed to you at the time you apply for your MPL Account by your Plan Administrator.
- (e) **Outstanding Principal Balance of Loan:** The outstanding principal balance of the Loan is calculated in the following manner. On each day that Transaction(s) that you have made using your Card are posted to your MPL Account, the amount of Transaction(s) for that day will be added together and will constitute the outstanding principal balance for the separate Loan (*see Section 6(c) above*). The periodic Finance Charges are then calculated for each such Loan separately, in accordance with the method described in Section 7(f) below.
- (f) **Determination of Finance Charges:** The periodic Finance Charges are calculated separately for each Loan by applying the Rate to the outstanding principal balance of that Loan over the applicable Term of that Loan. The monthly payment for a Loan is determined as provided in Section 6(c) above. The amortization schedule for a Loan will identify the portion of each monthly payment that consists of Interest, Service Charge, and principal repayment. To obtain the amortization schedule applicable to a Loan, please visit your Plan Administrator website or contact BPAS' MyPlanLoan customer service center.
- (g) **Statements:** The initial Loan balance for each Loan initiated in a billing cycle will appear on your monthly billing statement for that billing cycle as the outstanding principal balance of the Loan. Your monthly billing statement will identify the outstanding principal balance of each Loan (including for Loans initiated in previous billing cycles) as well as the corresponding Rate.

## 8. Other Charges/Fees; Tax Results

Other Charges/Fees. The following other charges and fees may apply to your MPL Account:

- (a) **Plan Level Program Set Up Fee:** If your Plan requires a set up, origination or Revolving Balance increase fee, a Program Set Up Fee will be assessed in accordance with the terms of your Plan or your Plan's Guidelines. The Program Set Up Fee will be paid to the Plan Administrator for processing your MPL Account application. If applicable, your Program Set Up Fee is disclosed at the time you apply for your MPL Account. Per your Plan, the fee will either be charged at the time you apply for your MPL Account and assessed to your Plan Account or it will be assessed by BPAS and will appear on your monthly billing statement. Any Program Set Up Fee you incur on your monthly billing statement will be due in full by the Payment Due Date for the billing cycle in which the Program Set Up Fee was incurred.
- (b) **Plan Level Annual Fee:** If your Plan requires a recurring Annual Fee, this fee will be assessed in accordance with your Plan's Guidelines. The Annual Fee will be paid to the Plan Administrator for services related to the annual maintenance of your MPL Account within its recordkeeping system, including annual reporting, balancing loan positions within your MPL Account, and processing trades to transfer money between your MPL Account and Plan Account. If applicable, the amount of your Plan's Annual Fee will be disclosed to you at the time you apply for your MPL Account. Any Annual Fee will either be assessed directly to your Plan Account or it will be assessed to your MPL Account according to your Plan's Guidelines. If your Plan's Guidelines require the fee to be assessed to your MPL Account, the Annual Fee will be due in full by the Payment Due Date for the billing cycle in which the Annual Fee was incurred, which is the anniversary date of your MPL Account being established.
- (c) **Plan Level Revolving Balance Increase Fee:** If your Plan requires a Revolving Balance Increase Fee, this fee will be assessed in accordance with your Plan's Guidelines. This Revolving Balance Increase Fee will be paid to the Plan Administrator for services related to you increasing your Revolving Balance at any time. If applicable, the amount of your Revolving Balance Increase Fee will be disclosed to you at the time you apply for your MPL Account. Any Revolving Balance Increase Fee will either be assessed directly to your Plan Account or it will be assessed to your MPL Account according to your Plan's Guidelines. If your Plan's Guidelines require the fee to be assessed to your MPL Account, the Revolving Balance Increase Fee will be due in full by the Payment Due Date for the billing cycle in which the Revolving Balance Increase Fee was incurred.
- (d) **MPL Maintenance Fee:** A recurring annual MPL Maintenance Fee of \$36.00 will be assessed in monthly increments of \$3.00 per month on your monthly MyPlanLoan statement. The MPL Maintenance Fee is paid to BPAS for services related to maintaining and administering your loan account, including secure data transfers to the Plan Administrator's recordkeeping system. The monthly MPL Maintenance Fee will be due in full by the Payment Due Date for the billing cycle in which the MPL Maintenance Fee was incurred.
- (e) **Returned Payment Fee:** You will incur a Returned Payment Fee of \$20.00 for any check or other negotiable instrument presented in payment of amounts owed on your MPL Account that is returned unpaid (e.g. a dishonored check). The Returned Payment Fee is paid to BPAS to pay the charges assessed to BPAS by the bank and for services in connection with processing the returned payment. The Returned Payment Fee is due in full by the Payment Due Date for the billing cycle in which the Returned Payment Fee was incurred.
- (f) **Expedited Delivery Fee:** You will incur an Expedited Delivery Fee for any document delivered at your request by express delivery. The Expedited Delivery Fee will be paid to BPAS for the charges assessed to BPAS by the overnight carrier company. The Expedited Delivery Fee will be due in full by the Payment Due Date for the billing cycle in which the Expedited Delivery Fee was incurred. The amount of the Expedited Delivery Fee depends on the type of expedited delivery requested, as specified below: (Fees as of the date of this revision of this Participant Loan Agreement)
  - (i) Same day Overnight Card Delivery: \$25.00 plus shipping and handling
  - (ii) Next day Overnight Card Delivery: \$10.00 plus shipping and handling

- (g) **Manual Payment Processing Fee:** You will incur a Manual Payment Processing Fee of \$2.00 for **each payment** remitted to BPAS in a form other than ACH Debit (ie. personal check, money order, cashier's check). The Manual Payment Processing Fee(s) will be paid to BPAS for the manual processing of loan repayments to your MPL Account. The Manual Payment Processing Fee(s) will be due in full by the Payment Due Date for the billing cycle in which the Manual Payment Processing Fee(s) was incurred. **You can avoid these Manual Payment Processing Fees by using the Electronic Payment services for your MPL Account.**
- (h) **Manual Statement Delivery Fee:** You will incur a Manual Statement Delivery Fee of \$2.00 per month to have your monthly billing statement sent to you by regular U.S. mail to your address on record. The Manual Statement Delivery Fee will be paid to BPAS for the processing, printing, and mailing of the monthly billing statements. The Manual Statement Delivery Fee you incur for any month will not exceed \$2.00 in the aggregate. The Manual Statement Delivery Fee will be due in full by the Payment Due Date for the billing cycle in which the Manual Statement Delivery Fee was incurred. **You can avoid this Manual Statement Delivery Fee by signing up for E-Delivery services for your MPL Account.**
- (i) **Changes in Fees:** BPAS will not change the Other Charges/Fees described above without prior written notice to you and an opportunity to close your MPL Account prior to the implementation of any increase in the Other Charges/Fees. See Section 11(a) below for the procedures for closing your MPL Account.
- (j) **Additional Fees:** Please contact your Plan Administrator for information about any additional fees that may be assessed to your MPL Account.

Tax Results: You acknowledge that no representations have been made to you as to any tax results from your decision to participate in the MPL Loan Program. You acknowledge that any amount of principal and/or interest that is not paid as agreed, may be treated as a deemed distribution subject to income taxes and penalties, if applicable. You agree to be solely liable for any such tax results and tax penalties assessed.

## 9. Transactions Made in Foreign Currencies

If a Transaction is made in a foreign currency, Visa will convert the Transaction into a U.S. dollar amount. Visa will act in accordance with its operating regulations or conversion procedures in effect at the time the Transaction is processed. Currently, Visa regulations provide that the currency conversion rate used is either: (i) a wholesale market rate, or (ii) a government-mandated rate in effect one day prior to the processing date, plus 1% of the transaction amount. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the date of the Transaction or on the Posting Date.

## 10. Default

- (a) The following may constitute events of default on your MPL Account: (i) you fail to pay any monthly Minimum Payment due or any other obligation on or before the Payment Due Date as specified in Section 6 of this Agreement, (ii) you exceed your Revolving Balance Available or Revolving Balance, (iii) you die, (iv) you provide BPAS or your Plan with false information or signatures at any time, (v) you fail to keep any promise or perform any duty in this Agreement or any other loan agreement with your Plan that is administered by BPAS, (vi) your employment is terminated and your Plan defines termination of your employment as an event of default, (vii) your eligibility to participate in the Plan is terminated for any reason, or (viii) you experience an event that constitutes an event of default under your Plan. Please consult with your Plan Administrator for details regarding implications of default under the terms of your Plan. The terms of default under your Plan may be different than the events constituting default on your MPL Account under this Agreement and may result in negative tax consequences and premature distribution penalties.
- (b) Subject to Applicable Law, if any event of default occurs, (i) the entire unpaid balance of your MPL Account may be declared due and payable in full, (ii) the entire unpaid balance of your MPL Account may be declared a deemed distribution under your Plan's Guidelines, (iii) your Revolving Balance Available and/or Revolving Balance may be decreased, (iv) all future access to your MPL Account through the use of your Card may be restricted, or (v) your MPL Account may be cancelled immediately without prior notice to or demand upon you. You may receive delinquency letters from BPAS notifying you of any missed payments and the possibility of default if such amounts are not paid. Once your MPL Account is deemed to be in default, you may not receive a notice from your Plan Administrator demanding payment of the default amount. You hereby waive any right of prior notice and demand in the event of default under this Agreement. If your MPL Account is cancelled, any obligation to extend further MPL Account access to you shall cease. Your obligation to pay any unpaid balance on your MPL Account and corresponding finance charges and other charges or fees, as determined under this Agreement, shall continue if your MPL Account is cancelled.
- (c) Any Loan made to you shall be a valid and binding obligation of yours or your estate's, even if the Loan is posted after your death or incapacity.
- (d) You agree to pay all actual costs of collection, including reasonable court costs and attorneys' fees, to the extent permitted by Applicable Law.
- (e) You agree and understand that a default on your MPL Account will result in the outstanding balance being declared a retirement plan distribution by the IRS and therefore may be subject to income taxes and penalties. In addition, default will also reduce your benefits at retirement. Consult with your Plan Administrator for details. BPAS reserves the right, subject to the terms of your Plan, your Plan's Guidelines, and Applicable Law, to deduct outstanding Finance Charges or other charges and fees from any remaining Revolving Balance Available prior to a loan in default being declared a retirement plan distribution.

## 11. Closing or Modifying Account; Termination of Account or Services

- (a) You may close your MPL Account at any time without any penalty or fee by writing to MPL at the address or calling MPL at the telephone number shown on your monthly billing statement or through the MPL website. If you close your MPL Account, you will no longer be permitted to use your Card and you will be required to continue to make your regularly scheduled monthly

payments until the entire unpaid balance of your MPL Account is repaid. You may pay all of the amounts you owe at any time without penalty as provided in Section 6(e) above. During this repayment period, you are still subject to the events of default as specified in Section 10(a) of this Agreement. As repayments are made, the principal and interest rate portion will be returned to your self-directed Plan investments according to your Plan's Guidelines.

- (b) You may reduce the amount of your Revolving Balance Available at any time without any penalty or fee by writing to MPL at the address or calling MPL at the telephone number shown on your monthly billing statement. You may not reduce the amount of your MPL Account below the outstanding loan amount that you have borrowed. Any reduction you make to your Revolving Balance Available will also reduce your Revolving Balance by the same amount. The amount of the reduction will be returned to your Plan investments according to your Plan's Guidelines.
- (c) You may increase the amount of your Revolving Balance by applying for an increase and being approved for the increase by your Plan Administrator. If your Plan Administrator approves the increase to your Revolving Balance, your Plan will transfer the amount of the approved increase from your Plan Account to your MPL Account in accordance with your Plan's Guidelines. Any increase in your Revolving Balance will increase your Revolving Balance Available by the same amount. The amount of your Revolving Balance is subject to the restrictions imposed by Applicable Law, which are described in Section 1(d) above.
- (d) BPAS may terminate your MPL Account or stop offering any services or features to you at any time by giving you written notice of termination. If your MPL Account is terminated, you are still obligated to pay the outstanding balance plus any applicable Finance Charges or other charges or fees in accordance with this Agreement. You agree that if your Account is terminated, you will stop using your Card, and will, upon MPL request, promptly return to MPL your Card.
- (e) Pursuant to your Plan's Guidelines, the Plan Administrator has the sole and absolute discretion to determine whether you are eligible to participate in the MPL Loan Program, whether a loan is delinquent or in default, and any other matter with respect to the MPL Loan Program. Subject to the terms of this Agreement and your Plan's Guidelines, BPAS has the authority at any time to modify or end the MPL Loan Program, and to charge other fees and to change fees listed in the Fees and Other Disclosures document. The Plan Administrator's judgment in connection with the MPL Loan Program is to be final and binding on all parties.

## 12. Lost or Stolen Cards

**Call MPL Customer Service at 800-346-8380 immediately if your Card, Card number, or PIN, is lost or stolen**, or has been used or may be used without your authorization, or if you otherwise notice any fraudulent activity on your Account. You will not be liable for any unauthorized use that occurs after MPL receives notice from you of the possible loss, theft, or unauthorized use. You should not permit any person other than you to use your MPL Account, Card, Card number, or PIN. If any person other than you uses your MPL Account, Card, Card number or PIN to make any Transactions and you do not immediately notify BPAS, you agree that you are responsible and will be liable under this Agreement for all such Transactions.

## 13. Waiver; Severability

BPAS or the Plan may waive or delay enforcement of any of its rights under this Agreement or Applicable Law without waiving any of BPAS other rights or remedies or affecting any of your obligations under this Agreement or Applicable Law. Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any respect shall be void, but shall not otherwise affect the validity of the remainder of the Agreement.

## 14. Assignment

BPAS may assign any or all of BPAS' rights under this Agreement at any time without your consent. Any person to which BPAS assigns this Agreement shall be entitled to all of BPAS' rights under this Agreement. None of your rights or responsibilities shall be affected by such assignment unless this Agreement is amended in writing at such time or thereafter.

## 15. Amendment

BPAS may amend this Agreement in any manner at any time. BPAS will send notice of any change to you and, if required by Applicable Law, will send the notice to you prior to the effective date of the change. Any change in the terms of this Agreement may apply to new Purchases and Advances and as well as to the outstanding balance on your Account. This Agreement modifies, amends and supersedes all previous Visa agreements between you and BPAS, if any, that pertain to this Account.

## 16. Governing Law

This Agreement, which governs access to your MPL Account through use of your Card, is entered into in the State of New York. The legality, enforceability and interpretation of this Agreement, as well as any claim, dispute or controversy arising from or relating to your MPL Account or this Agreement, regardless of the basis of the claim or the place of your residence, is governed by, and construed in accordance with, the laws of the State of New York (without regard to the conflict of laws rules of New York), and applicable federal laws and regulations.

## Your Billing Rights in case of Errors or Inquiries about Your Bill

This notice contains important information about your rights and BPAS' responsibilities under the Federal Fair Credit Billing Act. Keep this notice for future use.

### **Notify BPAS in case of Errors or Questions about Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, call MyPlanLoan Customer Service at 800-346-8380.

Write to BPAS as soon as possible. BPAS must hear from you no later than 60 days after BPAS sent you the FIRST bill on which the error or problem appeared. Follow up all telephone inquiries with a written statement to preserve your rights. In your letter, give the following information:

- Your name and Account Number.
- The dollar amount and date of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

### **Your Rights and BPAS' Responsibilities after BPAS Receives Your Written Notice**

BPAS must acknowledge your letter within 30 days, unless BPAS has corrected the error by then. Within 90 days, BPAS must either correct the error or explain why BPAS believes the bill was correct.

After BPAS receives your letter, while BPAS investigates your question, BPAS cannot report you as delinquent or take any action to collect the amount you question. BPAS can continue to bill you for that amount you question, including finance charges, and BPAS can apply any unpaid amount against your Account. You do not have to pay any amount in question while BPAS is investigating, but you are still obligated to pay the parts of your bill that are not in question. If BPAS finds that BPAS made a mistake on your bill, you will not have to pay finance charges related to any questioned amount. If BPAS did not make a mistake, you may have to pay finance charges, and you must pay any missed payments on the questioned amount. In either case, BPAS will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount BPAS thinks you owe, MPL may report you as delinquent. However, if BPAS' explanation does not satisfy you and you write to BPAS within ten days telling BPAS that you still refuse to pay, BPAS must tell anyone BPAS reports you to that you have a question about your bill. BPAS must tell you the name of anyone to whom BPAS reports you. BPAS must tell anyone BPAS reports you to that the matter has been settled when it finally is settled. If BPAS does not follow these rules, BPAS cannot collect the first \$50 of the questioned amount, even if your bill was correct.