



Participant Loan Agreement

(Principal Residence Loans)

The plan sponsor or plan administrator ("**Plan Administrator**") of your qualified retirement plan has selected the MyPlanLoan Principal Residence Program ("**MPL Loan 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. If the Plan Administrator has elected to offer Principal Residence Loans through the MyPlanLoan Program, this Participant Loan Agreement ("**Agreement**") contains the terms and conditions that govern your MPL Account (as defined below) and how it operates, and describes the fees associated with your MPL Account, all of which have 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. 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 loan established for you pursuant to the terms of your Plan. Other specific terms are defined elsewhere in this agreement and will be noted in **bold** type. Please contact your Plan Administrator for a copy of your Plan Guidelines.

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 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 Principal Residence Loan Program

You have requested that your Plan establish a loan to enable you to borrow from your Plan Account to acquire a dwelling unit (which will within a reasonable period of time be used as your principal residence, as defined by Applicable Law), 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. Once your request has been processed, funds will be automatically transferred to your bank checking or savings account as elected by you during the account opening process.

The amount borrowed by you will be considered a loan ("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 Plan investments according to this Agreement and Plan Guidelines. In other words, you are repaying your personal retirement account for the Loan made to you, plus interest. You will receive monthly billing statements for your MPL Account that will detail the Loan balance, the applicable interest rate and amount of accrued interest, other charges and fees, and any loan repayments you make to your retirement fund.

You acknowledge and agree that the proceeds of your loan must be used to acquire a dwelling unit which will within a reasonable period of time be used as your principal residence, as defined by Applicable Law. The Plan Administrator will require you to submit documentation to demonstrate that your Loan will be used for this purpose. Failure to provide this documentation will result in your Loan Application being denied.

BPAS, through its MyPlanLoan service, will provide administrative services in connection with the maintenance of your Loan and repayments 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 Loan Limit

- (a) Your "**Loan Limit**" is determined by your Plan and approved by your Plan Administrator according to your Plan's Guidelines. The Loan Limit represents the maximum total aggregate amount you are permitted to borrow against your Plan at any one time.
- (b) 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 the amount of the Loan would exceed the IRS Limit.
- (c) 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.

2. Loan Interest Rate

Unless otherwise specified in your Plan's Guidelines, the Interest Rate applicable to your 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 your Loan was initiated. If *The Wall Street Journal* is not published on the last business day of a given month, MPL will use the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* on the next prior publication day. The Interest Rate is a fixed rate and will remain in effect for the entire Term of the Loan.

3. MPL Account Maintenance

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.

4. Promise to Pay

You promise to pay the principal on your Loan, plus interest on this amount, and all other applicable charges and fees you incur in accordance with the terms of this Agreement.

5. Re-paying your Loan

- (a) The interest on your Loan is calculated by applying the Interest Rate effective at the time the Loan was initiated to the outstanding principal balance of the Loan over the applicable Term of the Loan. The monthly payment for a Loan is determined as provided in Section 6(c) below. The amortization schedule for a Loan will identify the portion of each monthly payment that consists of interest and principal repayment. Once your MPL Account has been established, you can obtain the amortization schedule applicable to a Loan by visiting the MyPlanLoan website or by contacting BPAS' MyPlanLoan customer service center.
- (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 Section 8 below), will generally include a principal portion and an interest portion. The principal portion and the interest portion of your payments will be transferred periodically into your Plan investments according to your Plan's Guidelines.
- (c) 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 Retirement plan account.

6. Monthly Billing Statements, Minimum Payments and Pre-payment of Loan

- (a) A monthly billing statement will be sent to you for each monthly billing cycle during which: (i) you 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. Your monthly billing statements will detail the Loan balance, applicable interest rate and amount of accrued interest, other charges and fees, and any Loan repayments you make to your MPL 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 equal to your monthly payment determined as provided in this paragraph. Your monthly payment amount remains the same for the duration of the Loan and is based on the amortization of the original principal balance of the Loan at the applicable Loan Interest Rate (as described in Section 2 above) over the scheduled term of the Loan ("**Term**"). The Term begins on the Closing Date for the monthly billing cycle during which the Loan is initiated and ends up to three-hundred and sixty (360) months later. The specific Term for your 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 the calculated Loan interest, will be fully paid within the Term. If not sooner paid, the entire outstanding principal balance of the Loan, together with all unpaid fees and charges due under this Agreement, will be due and payable in full on the last day of the Term.

- (d) Payments on your MPL Account will be applied first to Other Charges/Fees (as defined in Section 8 below) incurred during the billing cycle (in chronological order based on the date of assessment), next to Loan Interest Charges, and finally to the outstanding balance of principal on the Loan. Subject to Applicable Law and the terms of your Plan, MPL reserves the right to change the order in which payments are applied 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 10(a) below for the procedures for closing your MPL Account.
- (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 and interest portion of your payment 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 rights of the Plan or BPAS under this Agreement or Applicable Law.

7. Leave of Absence, Uniformed Armed Services Leave

- (a) 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. During the period of your leave of absence, the applicable Interest will continue to accrue for your outstanding Loan, as well as any monthly MPL Account charges (described in Section 8 below). Your Loan, including Interest that accrues during your leave of absence, must be repaid by the end of the original Term of the Loan, which may result in an increase in the monthly payment amount applicable to the Loan when your Loan repayments continue.
- (b) 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). 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, as well as any monthly MPL Account charges (described in Section 8 below). Your Loan repayments must resume upon the completion of such period of military service. The Term of your Loan will be extended by the period of such a suspension in repayments, and your Loan, including Interest that accrues during such suspension, must be repaid by the end of the new Term of the Loan, which may result in an increase in the monthly payment amount applicable to the Loan when your loan repayments resume.

8. Other Charges/Fees; Tax Results

Other Charges/Fees

The following other charges and fees apply to your MPL Account:

- (a) **Plan Level Program Set Up Fee:** If your Plan requires a set up or origination 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 allocate repayments to your 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) **MPL Maintenance Fee:** A recurring annual MPL Maintenance Fee of \$48.00 will be assessed in monthly increments of \$4.00 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.
- (d) **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.
- (e) **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.**

- (f) **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.**
- (g) **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 10(a) below for the procedures for closing your MPL Account.
- (h) **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. 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, and such failure continues after the last day of the calendar quarter following the calendar quarter in which such failure occurs; (ii) 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, or (ii) the entire unpaid balance of your MPL Account may be declared a deemed distribution from your retirement plan 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. 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. Your obligation to pay any unpaid balance on your MPL Account and corresponding other charges or fees, as determined under this Agreement, shall continue if your MPL Account is deemed in default.
- (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.

10. Closing 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 MyPlanLoan website. When closing your MPL Account, you are still subject to the events of default as specified in Section 9(a) of this Agreement. As repayments are made, the principal and interest rate portion will be returned to your Plan investments according to your Plan's Guidelines.
- (b) 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 charges or fees in accordance with this Agreement.
- (c) 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.

11. Waiver; Severability

BPAS or the Plan may waive or delay enforcement of any rights under this Agreement or Applicable Law without waiving any 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.

12. 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.

13. 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 the outstanding balance on your Account. This Agreement modifies, amends and supersedes all previous agreements, if any, that pertain to this MPL Account.

14. Governing Law

This Agreement, which governs access to your MPL Account, 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, 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 charges related to any questioned amount. If BPAS did not make a mistake, you may have to pay the 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, BPAS may report you as delinquent.