# Account Reduction Loan Application 401(k) Plan 

## Emmer Group Retirement Plan

344905-01

## For My Information

I would use this form when I am requesting a Account Reduction Loan.

## Additional Information

- I may confirm the address that is on file and track the status of this withdrawal request by logging into my account on the website at www.myretirement.americanfunds.com.
- For questions regarding this form, refer to the attached Loan Provisions, visit the website at www.myretirement.americanfunds.com or contact Service Center at 1-800-204-3731.
- Return instructions for this form are in Section F.
- Use black or blue ink when completing this form.

A Participant Information


B Type of Loan (Select ONE type) (Please read Loan Provisions before completing)
$\square$ General Purpose Loan (Available for any purpose)
Loan term will be 60 months unless otherwise indicated: $\qquad$ (12-59 months)

- Principal Residence Loan (Available only to purchase or build a principal residence. Not available to renovate or refinance a principal residence) I understand that I must provide documentation to my employer for a residential loan if the repayment period exceeds five (5) years. Loan term will be 180 months unless otherwise indicated: $\qquad$ (61-179 months)


## C Amount of Loan



Signatures and Consent (Signatures must be on the lines provided.)
Participant Consent (Please sign on the 'Participant Signature' line below.)
My signature acknowledges that I have read, understand and agree to all pages of this Loan Application and Loan Provisions and affirms that all information that I have provided is true and correct. I also understand that:

- Funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I will refer to the fund's prospectus and/or disclosure documents for more information.
- Under penalty of perjury, I certify that the Social Security Number shown in Section A is correct. I am a U.S. person if I marked U.S. citizen or U.S. resident alien box in Section A.
- Service Center accepts no responsibility for any tax consequences to me resulting from my failure to adhere to the terms of this loan and all applicable federal and state loan laws, and I hereby hold Service Center harmless from any claim, of whatever nature, from myself, my creditors, my family, my heirs, successors and assigns in connection with this loan.
- It is entirely my responsibility to ensure that timely loan payments are being remitted to Service Center to avoid the tax consequences associated with a defaulted Plan loan.

Any person who presents a false or fraudulent claim is subject to criminal and civil penalties.
Before signing this form: I must sign this form in the presence of a Notary Public or my authorized Plan Administrator if my loan request will include check delivery to an alternate mailing address. The date that I sign this form must match the date of the Notary Public or Plan Administrator signature.

## Participant Signature

$\qquad$
A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.
Alternate Address Notarization
May also be witnessed by my authorized Plan Administrator in the below section.
$\square$ Alternate Mailing Address - I would like my loan check to be sent to the following alternate mailing address. I understand that this address will be used for this loan request only.

Alternate Mailing Address
City/State/Zip Code
For Residents of all states (except California), please have your notary complete the section below.
Notice to California Notaries using the California Affidavit and Jurat Form the following items must be completed by the notary on the state notary form: the title of the form, the plan name, the plan number, the document date, and my name. The notary forms not containing this information will be rejected and it will delay this request.

The date I sign this form in the 'My Consent' section must match the date on which my signature is notarized or witnessed in this section.

Statement of Notary

State of $\qquad$ _)
)ss.
$\qquad$ , year $\qquad$ , by

SEAL

County of $\qquad$ _)

NOTE: Notary seal must be visible.
This request was subscribed and sworn (or affirmed) to before me
on this $\qquad$ day of proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public $\qquad$ My commission expires $\qquad$

Plan Administrator Witnessing My Signature (Please sign on the 'Plan Administrator Signature' line below.) Only necessary if Notary signature is NOT obtained where indicated above

If the participant request includes an alternate mailing address and the participant's signature is not notarized, I certify that this request was signed by the participant in my presence. The date that I sign this form must match the date the participant has signed.
I authorize Service Center to process this loan as requested by the participant. I represent that I am an authorized signer on behalf of the abovenamed Plan and have an authority to instruct Service Center to process this form.

Plan Administrator Signature
Date (Required)


## Loan Provisions

Loans may be denied to individuals who have previously defaulted on a loan, subject to the terms of the Plan's Loan Policy. Non-Resident Alien or Other Status

- If I selected non-resident alien or other on page 1, I must attach a current version of the IRS Form W-8BEN with an original signature and this must be sent by mail or express delivery. Service Center cannot accept a fax of this form.
- I may call 1-800-TAX-FORM (829-3676) or visit http://www.ira.gov to obtain a current version of the IRS Form W-8BEN.


## Changes to My Request

- Any changes to this Loan Application must be crossed-out and initialed. If I do not initial all changes, this Loan Application may be returned to me for verification.


## Incomplete or Inaccurate Information

- In the event that any section of this Loan Application is incomplete, inaccurate or approvals have not been obtained, Service Center may not be able to process the transaction requested. I may be required to complete a new form or provide additional or proper information before the transaction will be processed.


## Detailed Loan Information

## Amount of Loan

- The maximum loan amount is generally the lesser of $50 \%$ of the vested account balance or \$50,000.00.
- This amount must be reduced by any current total outstanding loan balance from all qualified plans sponsored by the employer.
- Additionally, this amount must be reduced by the excess, if any, of the highest total outstanding loan balance of all loans for the previous 12 months ending on the day before the date this loan is made minus the current outstanding loan balance.
- Service Center is not responsible for aggregation of loans under different plans maintained by the same employer.

Cost

- A loan origination fee in the amount of $\$ 85.00$ will be deducted from the loan approved amount.
- An additional annual loan administration fee of $\$ 50.00$ will be deducted from the account in quarterly installments of $\$ 12.50$ until the loan is paid in full.
- If I am a resident of the State of Florida, a documentary stamp tax is payable to the state. More information is available at: http//www.myflorida.com/dor/.


## Interest Rate Determination

- The interest rate is the Prime Rate published in the Wall Street Journal on the first business day of the month the loan is originated plus $1 \%$ and is fixed for the life of the loan.
- The interest I pay on this loan is not tax deductible.


## Source and Application of Funds

- All money sources, including Roth and Non-Roth money sources, and investment options will be disbursed according to the Plan rules.
- Roth and Non-Roth money sources will be depleted according to the Plan.
- The funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents.


## Delivery Method

## Loan Check

- A check made payable to me will be mailed to my address on file unless an address change or alternate address is indicated in the 'Signatures and Consent' section and is properly notarized.
- I may confirm my address on file by accessing my account online at www.myretirement.americanfunds.com or by calling 1-800-204-3731.


## Express Delivery (Optional)

- Estimated delivery time is 1-2 business days.
- In addition to any loan fees, a $\$ 25.00$ non-refundable charge will be deducted from my loan amount.
- Available for delivery Monday - Friday, with no signature required upon delivery.
- If address is a P.O. Box, check will be sent by United States Postal Service ("USPS") Express and estimated delivery time is $2-3$ business days.
- Delivery is not guaranteed to all areas.


## Detailed Payment Information

## Repayment

- Payments are made by payroll deduction and are deducted on an after-tax basis.
- Notification will be sent to my employer's payroll department at the time the loan is made, indicating the repayment dollar amount and frequency.
- Principal repayments and interest payments shall be reinvested in accordance with my investment election in effect at the time the payments are received by Service Center.


## Prepayment

- Full Prepayment of the outstanding loan principal and the accrued interest may be made by the next loan payment due date. Consider submitting payment by certified check or bank money order. I must obtain a payoff quote by accessing the website at www.myretirement.americanfunds.com or by calling 1-800-204-3731 to obtain a prepayment figure no more than 15 days before the payoff.
- Partial prepayments may be accepted by checking with the Plan Administrator for details on what is applicable within the Plan.


## Principal Reduction Method

- I can elect to send a payment to reduce the principal balance of my loan by contacting Service Center for a required Principal Reduction Loan Payment Request. Consider submitting payment by certified check or bank money order.
- The payment received will be applied first to the current payment due and then to the outstanding principal balance.


## Returned Payment Checks

- If a check is returned for failed payment due to non-sufficient funds or account closure, my loan will become delinquent, which can result in adverse tax consequences.


## Default

- Loans are in arrears and delinquent when any payment is missed.
- If the sum of all loan payments due in a calendar quarter are not made and payments are not received by the end of the following calendar quarter, pursuant to Internal Revenue Code rules and regulations, the loan will be in default. As a result, the entire outstanding loan balance, including accrued but unpaid interest, shall be deemed distributed and will be tax reported in the calendar year of default.
- An IRS premature withdrawal penalty may also apply.
- Borrowers who default on a loan from the Plan will be prohibited from obtaining future loans from the Plan.
- The loan must continue to be repaid even in the event of default until the entire outstanding loan balance, plus all accrued interest thereon, is repaid in full or until, I experience a qualifying event subject to the terms of the Plan Document, allowing the Plan to offset the outstanding loan amounts against my account balance, whichever comes first.


## Withdrawals

## Full Withdrawals

- A full withdrawal cannot be processed until I have experienced a qualifying event and elect either to treat the loan as a taxable withdrawal or pay the loan in full.


## Partial Withdrawals

- A partial withdrawal cannot be processed until I have experienced a qualifying event.

Death Withdrawals

- Any cash withdrawals from the Plan will be reduced by any outstanding loan obligation.
- Any loans outstanding at the time of death will be handled per the Plan rules.
- The loan cannot be transferred to, or assumed by, my beneficiary.


## Leave of Absence

- Contact Service Center or visit the website at www.myretirement.americanfunds.com for a Loan Payment Change Request form.

