

LABOR UNIONS 401(k) PLAN COVID-19 Participant Loan Application

Name:		SSN:	
Address			Phone:
City:	State:	Zip:	
Email:	Date of Birth:		

- I am single. _____(Initial)
- I am married. _____(Initial) If married, please include a copy of your marriage certificate. Spousal signature required below.
- I am divorced. _____(Initial) If divorced, please include a copy of the Marital Settlement Agreement or Judgment.

PARTICIPANT LOAN ELIGIBILITY Refer to your Summary Plan Description for a copy of the Plan’s Loan Policy. This policy will provide you with the general rules (i.e. minimum loan amount, interest rate, term, number of loans permitted, etc.). This Participant Loan Application must be signed by you, your spouse (if applicable).

LOAN FUNDING This loan will be funded from your various investment funds and contribution sources in accordance with the Loan Policy. The interest rate on this loan will be the prime rate plus one percent (1%) determined at the time the loan is processed.

LOAN AMOUNT PLEASE NOTE YOUR REQUEST CANNOT EXCEED 90% OF YOUR ACCOUNT BALANCE (CHECK ONE)

- \$_____ (FILL IN) If the amount requested is greater than the maximum available loan amount, then the maximum available loan amount will be issued.
- Maximum loan amount available

You may have two loans outstanding at any one time. The sum of the loans cannot be less than \$1,000 and greater than your 401(k) account balance or \$100,000, whichever is less. The \$100,000 limit represents the highest available limit in any one year period.

LOAN TERM The loan repayment frequency will be monthly. To be nontaxable, the loan must be repaid within 5 years (59 payments). The loan term can only exceed 5 years if the loan proceeds will be used to purchase a principal residence for the participant. If the loan is used to acquire a principal residence it must be repaid within 15 years. ****2020 payments due for COVID related loans may be delayed for one year. Payments can still be made during this time.**

- 1 yr 2 yrs 3yrs 4 yrs 5 yrs (59 payments)*

PARTICIPANT ACKNOWLEDGMENT I understand that the interest and principal paid on the loan will be allocated to my participant account. I also understand that it is my responsibility to repay the loan balance. If I fail to repay the loan subsequent to my termination from the Plan, according to the terms thereof, the outstanding principal and interest accrued on the loan will be treated as a taxable distribution to me by the Plan. I also acknowledge that if a loan goes into default I cannot take out another loan until the amount owed, including interest which continues to accrue, is paid in full. I acknowledge that by signing this Loan Application I am authorizing the liquidation of assets from my participant account to fund the loan.

SIGNATURE(S) MUST BE WITNESSED BY A NOTARY PUBLIC.

SELF-CERTIFICATION AND SIGNATURE

I certify that I meet one or more of the following criteria:

- I, my spouse, or my dependent have been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the CDC (Centers for Disease Control), or
- Due to the coronavirus, I have suffered adverse financial consequences because of:
 - Being quarantined, furloughed, laid off, or having my work hours reduced, or
 - My inability to work due to lack of childcare, or
 - The closing of or reduction of hours with respect to a business I own or operate, or
 - Other factors as provided in guidance issued by the Internal Revenue Service

I certify that this request, when combined with any other coronavirus-related distributions I have received from this plan or other plans and IRAs, does not exceed the \$100,000 limit.

I certify that there is no pending domestic relations order or court approved domestic relations order which has, or will, assign all or a part of my vested account to my spouse, former spouse, child or other dependent. I understand that a false statement by me may result in legal damages for which I will be fully responsible.

I also understand that the payment amount may be less than the specific dollar amount I have requested above due to Plan limitations and/or market fluctuations that may affect the amount available for withdrawal at the time payment is made.

By signing below I consent to the distribution and that all the information provided is true and correct.

I, the Participant, by signing below consent to the loan according to the terms of this Loan Application. Upon funding of the loan, I will receive an amortization schedule and loan disclosure. I understand that funds will be disbursed directly to me, and I agree to the terms of this application, the promissory note, the amortization schedule, and loan disclosure by the endorsement and/or negotiation of the loan check.

Participant's Signature

Date

I, the Participant's spouse, understand that this loan is secured by my spouse's vested accrued benefit under the Plan. I realize that failure to repay the loan will reduce the benefits available to my spouse and myself upon my spouse's retirement or other termination of employment. Knowing this, I consent to the loan of my spouse according to the terms of this Loan Application.

I agree to release and discharge the Trustees, Plan Administrator, and Plan Sponsor from all liability for acting upon this consent.

Spouse's Signature

Date

WITNESS OF NOTARY PUBLIC:

