



GENERAL PURPOSE LOAN APPLICATION PACKET

The following information is needed to process your request for a loan. Please **fully complete** this packet. If you are married, be sure to have your spouse sign the **Spousal Waiver Section** of the application, their signature **must be notarized** with a notary seal or stamp placed on the application, and a copy of your spouse's signed Social Security card must be submitted unless already on file at the Trust Fund Office.

The minimum loan amount is **\$5,000**. The maximum loan amount is **\$50,000**.

You cannot have more than **three** loans open at the same time. Please remember that your total loan balance (combined with any existing loans) cannot exceed 50% of your Individual Account balance up to a maximum loan(s) balance of \$50,000.

DEFAULTED LOANS

If you defaulted on a loan that you obtained after January 1, 2002, the following plan guidelines apply:

Once a loan is in default, the only way to repay the defaulted loan is to pay the entire unpaid loan balance, plus accrued interest to date, in one lump sum payment. If you default on a loan, and do not repay it in one lump sum, the defaulted loan is considered to be distributed, and you are not eligible to apply for another loan from the Plan until the loan is paid in full.

The completed Loan Application must be mailed (not faxed or emailed).

Please return to: **Iron Workers District Council of Southern Ohio & Vicinity Annuity Trust**
1470 Worldwide Place
Vandalia, OH 45377-1156

**Loan
Amount**

Depending upon the terms of your plan, the loan will either be prorated across all available contribution types and investments or taken in a specific sequence.

I hereby request a loan from the plan in the amount of:

\$ _____, _____ . _____ (minimum **\$5,000**)

If the amount available at processing time is less than the amount indicated above, the loan amount will be reduced to the maximum amount available.

I DO NOT wish my requested Loan amount to be reduced. **DO NOT** process this request if available amount is less than I indicated, please contact me.

**Loan
Duration**

I want my loan to be paid over _____ months. The loan term for general purpose cannot exceed 60 months. I understand that my loan application must be at least \$5,000 and cannot exceed the allowable limit under the Plan.

Loan Fees

A \$50 loan application fee will be deducted from your account.

There is an annual maintenance fee of \$25. This fee will be deducted from your account on a quarterly basis in equal amounts for the life of the loan.

**Delivery of
Payment**

- I wish to have my loan check sent via USPS regular mail.
- I wish to have my loan check sent via express mail. Therefore, please deduct \$75.00 from my account. This is for the application fee (above) and express mail costs. **If this box is not selected, your check will be mailed to your address on file. Express mail is *not* available for delivery to post office boxes.**

**Reinvesting
of Loan
Payment**

Your loan payments will be reinvested according to your **current** contribution investment direction.

**Bank
Account
Information**
*(required for ACH
repayments)*
**FOR LOAN
REPAYMENTS
ONLY!**

This section to be completed for loan repayments only!

If you do not complete this section, you will receive monthly loan coupons to repay via paper check.

Please print your bank name, bank address, account number and routing number if you want your loan repayments made electronically.

Bank Name

Bank Address

City

State

ZIP code

Bank Account Number

Bank Routing Number (**Important:** The Transit Routing/ABA number is the first 9 digits in the lower left hand corner of your check. If you are unsure of how to read, please contact your bank.)

CHECKING or SAVINGS ACCOUNT



(Check only one box.)

Checking Account

Savings Account



If you do not include a copy of a voided check, deposit slip, or letter from bank, **YOUR bank account will not be debited** for your loan repayments!

Important

For **CHECKING ACCOUNT** please include a voided check from the bank account indicated. For **SAVINGS**, please include a deposit slip or letter from bank.

Important information and signatures required on the following page

***For Married Participants**

Spousal Waiver

I am the participant's spouse. I understand that I am entitled to a spousal death benefit under the Plan based on the participant's account balance at the time of his or her death. I understand that if this spousal benefit is in the form of a "qualified joint and survivor annuity" or QJSA, an explanation of the QJSA and other payment options was provided to the participant. I realize that the participant cannot waive this spousal benefit and obtain a distribution in the form requested by the participant or obtain a loan unless I consent. I acknowledge that the transaction requested by the participant may reduce or eliminate any benefit otherwise payable to me. I have reviewed the paperwork associated with the participant's request and confirm that it identifies the payment option requested by the participant and any non-spouse beneficiary. I voluntarily consent to the participant's waiver or loan request and acknowledge that this will authorize the request.

X _____ Date _____ | _____ | _____
Spouse's signature - must be witnessed by a notary public OR authorized plan representative. Spouse and Notary must sign and date the form at the same time and on the same date. The dates must match.

Spouse's name (printed)

Iron Worker's name (printed) Last 4 of Social security number _____

(Seal/Stamp)

Subscribed and sworn before me on the _____ day of _____, the year _____

State of _____, County of _____

My commission expires _____

X _____ Date _____ | _____ | _____
Notary's signature

OR

X _____ Date _____ | _____ | _____
Authorized plan representative's signature



SPOUSES: YOU MUST INCLUDE A COPY OF YOUR SIGNED SOCIAL SECURITY CARD. YOUR COMPLETE SIGNATURE ON THIS FORM MUST MATCH YOUR SIGNED SOCIAL SECURITY CARD. IF YOU HAVE HAD A LEGAL NAME CHANGE, YOUR SOCIAL SECURITY CARD MUST REFLECT THAT.

**Your
Authorization**

I understand the information I have provided will be relied upon in processing my request. I further understand that I will be responsible for its accuracy, including the maximum loan amount available to me, in the event any dispute arises with respect to the transaction. I have carefully read this Loan Application form and the Loan Disclosure Statement and agree to make payments of my principal loan amount plus interest due for the term of the loan. I understand that any loan is subject to the terms of my Plan's loan policy. I understand that if loan repayments are not received in accordance with my Plan's loan policy, the loan will be considered in default. I also understand that if default occurs, the unpaid balance of this loan plus outstanding interest will be treated as a taxable distribution, and that Prudential will report this distribution to the IRS, and I will be responsible for paying any resulting tax and penalties. Additionally, I understand that if this loan is in excess of the maximum loan amount available to me, and Prudential becomes aware of this, any such excess caused by this loan will be immediately taxable to me, subject to ordinary income, and Prudential will report this to the IRS.

Current federal tax rules require your plan sponsor to notify you, in writing, of certain requirements you must meet to receive a cash distribution from your retirement plan. By signing the approval section below, you waive the required 30-day notice and you will receive a distribution from your retirement plan without delay, but no sooner than 8 days from your receipt of this form, **regardless of your marital status**, under the terms of your retirement plan. Also, by signing below, you affirm that you will have received a general description and explanation of the optional forms of benefits, if any, available to you and a written notice describing the general tax rules applicable to this distribution.

I have read the explanation of the Qualified Joint and Survivor Annuity ("QJSA") and other payment options that was provided and I know that I have the right to receive my benefits as a joint and survivor annuity if I am married or a life annuity if I am not married. I also know I can waive the right to annuity payments, with the consent of my spouse if I am married. I understand that if I waive those rights I can change my mind and revoke the waiver at any time before my payments begin. I have at least 30 days to decide whether or not to waive the annuity payments. By consenting to this distribution, I understand I am waiving my right to a life annuity.

 X _____ Date _____

Participant's signature

Participant's name (printed)

**Your
Plan
Authorization**

This section must be completed by the fund office and signed by an authorized plan representative.

I, the Plan Representative, have reviewed the information in this Application as completed by the Participant and hereby approve and authorize Prudential Retirement to process this loan.

 X _____ Date _____

Authorized plan representative's signature

Penny M. Brown, Administrative Manager

Print name and title

Loan Disclosure Statement

Loan Amount

Loans are available if provided for in your Employer's Retirement Plan.

The minimum loan amount is \$5,000. The maximum loan amount currently available is limited to the lesser

(1) \$50,000, reduced by the excess (if any) of ----

of: (i) the sum of the highest outstanding balance of each individual loan from the plan during the 12 month period ending on the day before the date on which such loan was made, over

(ii) the outstanding balance of loans from the plan on the date on which such loan was made, or

(2) the greater of ----

one-half of the present value of the nonforfeitable accrued benefit of the participant under the plan, or up \$50,000

Prudential cannot process any loans which do not meet these requirements. \$50,000/50% limit applies as if all qualified retirement plans of the same employer in which you participate were a single plan and all related employer's plans were the same plan. Since Prudential cannot monitor your loan activity relating to any of your employer's other plans or programs, it is your responsibility to do so. Failure to adhere to these limits may result in undesirable tax consequences. If you have any questions, please call Prudential.

Interest Rate

The interest rate will be based upon the bank prime loan rate +1% (as stated on www.federalreserve.gov) based on the prior business day. This rate will not change during your loan repayment period.

Interest on your loan is not deductible for Federal Income Tax purposes.

Notwithstanding the foregoing, if permitted by your Plan and unless waived by you, any loan that is outstanding on the date that you begin active duty military service will accrue interest at annual percentage rate (APR) of no more than 6% during the period of uniformed service in accordance with the provisions of the Soldiers' and Sailors' Civil Relief Act Amendments of 1942, 50 USC App. § 526. This limitation applies even if loan payments are suspended during the period of uniformed service as permitted.

Payments

For purposes of withdrawals, transfers, death benefits to your beneficiary, and annuity amounts, you are agreeing that a portion of your account balance, in an amount equal to the outstanding loan balance, will not be available.

Loan repayments will include both interest and a portion of the outstanding principal. Loan repayments will be invested according to your investment account allocation on the date of the loan repayment unless you elect otherwise. Loans may be paid off in full for both outstanding principal and accrued interest at any time.

The entire payment amount must be submitted to Prudential for each payment due date. If a "short" (less than expected) payment is received, the remaining payment amount must be submitted to Prudential within the allotted grace period (see **DEFAULT** section). A subsequent payment will satisfy the short amount and the remaining payment amount will be applied to principal. The next scheduled payment is still expected.

Payment amounts received in excess of the scheduled payment amount will be applied toward the current payment due (principal and interest) and the excess will be applied toward principal. The loan will then be reamortized according to the reduced principal balance, resulting in lesser interest due on the loan.

Principal only payments can be remitted under separate cover to the address listed below. You must indicate that you are remitting a principal pre-payment, otherwise the next scheduled payment (principal and interest) will be satisfied before the excess amount is applied toward the principal balance.

Prudential
Loan Payment Processing Center
P.O. Box 641513
Pittsburgh, PA 15264-1513

PLEASE RETAIN FOR YOUR RECORDS

Payments (continued)

The entire outstanding balance of the loan plus accrued interest may be repaid, without penalty, at any time. Please call our toll-free number, 1-877-778-2100, to determine the amount necessary to pay off your loan. This quote is valid for ten (10) business days.

You will receive a Loan Bill approximately 20 days prior to your payment's due date.

If permitted by your Plan, Loan payments shall be suspended during a bona fide leave of absence of up to one year. Interest shall accrue during the suspension period. However, the loan must nonetheless be repaid within five years as provided by Internal Revenue Code section 72(p)(2)(B) unless home, land purchase, or home construction.

Notwithstanding the foregoing, if permitted by your Plan and unless waived by you, any loan that is outstanding on the date that you begin active duty military service will accrue interest at annual percentage rate (APR) of no more than 6% during the period of uniformed service in accordance with the provisions of the Soldiers' and Sailors' Civil Relief Act Amendments of 1942, 50 USC App. § 526. This limitation applies even if loan payments are suspended during the period of uniformed service as permitted.

Defaults

Loans default upon a determination by the Plan Administrator (or its agent) for the following reasons:

- Your failure to pay on time (including within any grace period allowed under the loan procedures used for the Plan);
- Your death;
- Your failure to comply with any of the terms of this Note and other Loan Documentation.

If you default, Prudential or your Plan may, at its option, without demand or notice, accelerate the loan so that the entire amount of unpaid principal and accrued interest will be considered in default and tax reported as income to you. Failure to take action when one of these events occurs does not constitute a waiver on the part of Prudential or your Plan. If your loan remains in default at a time when you are entitled to a distribution under the Plan, the Plan Administrator will offset your vested Plan account balance by the outstanding balance of the defaulted loan to the extent permitted by law. The Plan Administrator will treat the defaulted loan as repaid to the extent of any permissible offset. Such offset is the sole remedy for non-payment to which you are subject.

If your loan is in default, the outstanding balance is required under federal tax law to be treated as a taxable distribution to you and will result in taxation in the year of default and the possible imposition of a federal income tax penalty. Prudential will send the appropriate tax information form to you and the IRS and you will be responsible for paying any tax consequences and penalties.

Loan defaults may effect your eligibility for future loans. Pursuant to IRS regulations, the defaulted loan (including interest) remains outstanding for purposes of determining your maximum loan. You may be required to payoff your defaulted loan (including interest) in order to be eligible to initiate another loan.

Fees

A loan application fee of \$50 will be deducted from your account at the time the loan is initiated. The calculated loan amount will be determined against the participant's vested accrued account balance after the fee has been deducted.

There is an annual maintenance fee of \$25. This fee will be deducted from your account on a quarterly basis in equal amounts for the life of the loan.

Other

Right of refusal: In the event you elect to refuse this loan, you have ten (10) business days from the issue date to return the original loan check to Prudential. The full proceeds of the loan will then be reinstated into your account upon receipt of the returned check. The returned proceeds will then be invested as dictated by your current investment election, at current market prices as of the settlement date of such transaction. Please note: By not endorsing this check and refusing this loan, the amount of this check will still be considered a loan for purposes of determining the maximum loan allowed by law for future loans.

Important Notice to Participants

Prudential Retirement would like to take this opportunity to advise you of General Consent, Qualified Pre-retirement Survivor Annuity (QPSA), and Qualified Joint and Survivor Annuity (QJSA) rules.

General Consent Rules

Generally, you must consent to distributions from your Plan unless the Plan permits involuntary distributions when your account balance is less than \$5,000. General information on optional forms of benefit under your Plan is available on this statement or by calling the account information number on this statement. If your Plan does not allow for annuities, the information on QJSA and QPSA does not apply to you.

QPSA Rules

Explanation of QPSA for married participants: In the case of your death before retirement, the Plan will use no less than 50% of your vested account balance to purchase a qualified pre-retirement survivor annuity (QPSA) from an insurance company for your spouse. If you desire a different form of payment or wish to designate a beneficiary other than your spouse, you must file a waiver of the QPSA with the Plan Administrator during the election period. This waiver must be approved by your spouse in writing and be witnessed by a Notary Public or by an authorized Plan representative. Please contact the Plan Administrator concerning the available alternative forms of payment.

Election Period: The election period begins on the first day of the Plan Year during which you attain age 35, and ends on the earlier of your death or the date on which your account balance commences to be paid under the Plan. Your Plan may provide that an election is permitted prior to age 35; however, if this is the case, any such election must be reaffirmed with appropriate spousal consent during the Plan Year in which you attain age 35. You may, at any time during the election period, revoke a previous election or make a new election. If you make a new election, your spouse must consent to it as provided above.

QJSA Rules

If QJSA is the primary form of benefit under your Plan at retirement, you should read the information in this Notice or read the information in your Plan's Summary Plan Description or the Plan's Document to obtain general information on QJSA and other optional forms of benefit available to you. You may elect a benefit other than QJSA if spousal consent requirements are satisfied.

Explanation of Qualified Joint & Survivor Annuity

How will my benefits be paid to me when I retire?

They will be paid in the form of a Qualified Joint and Survivor Annuity (QJSA):

- If you are **married** at the time of your retirement, you will receive an annuity for your lifetime. After your death, your surviving spouse will receive an annuity for his or her lifetime in the amount of at least 50% of the annuity payments you received during your lifetime. You may be allowed to elect higher amounts for your surviving spouse, such as 75% or up to 100% of your monthly benefit.
- The annuity will be provided to you by purchasing an annuity contract from an insurance company with all or part of your account balance under the plan.
- If you are **unmarried** at the time of your retirement, you will receive an annuity for your lifetime.

May I select a different form of benefit payment other than the QJSA?

Yes, provided you request a different form of benefit payment in a manner specified for your Plan. If you are married, you must complete and return the Qualified Joint and Survivor Annuity (QJSA) Waiver Form with your spouse's written consent within the 90-day period prior to the date benefit payments will begin. If you are unmarried, you must complete and return the QJSA Waiver Form with your consent and waiver.

What are the optional forms of benefit payment under the Plan?

If you are married at the time of your retirement, the QJSA provides for annuity payments for your lifetime and after your death for the lifetime of your spouse, in the amount of at least 50% of the payment amount you received during your lifetime. You can choose a form of benefit payment other than the QJSA provided it is available under the Plan and you obtain your spouse's written consent (if applicable). If you are unmarried, the QJSA provides an annuity for your lifetime. Please refer to your Plan's Summary Plan Description or the Plan document for the available options under your Plan.

May I select a different beneficiary?

Yes, provided you request, complete and return a QJSA Waiver Form with your spouse's written consent (if married) prior to the date you elect your benefit.

If I select a benefit payment option other than the QJSA or choose a different beneficiary, may I change the form of benefit payment or beneficiary again?

Yes. You can cancel any prior change and restore the QJSA at any time during the period prior to the date your benefit payments will begin. Additionally, you can select another form of benefit payment or choose another beneficiary if you:

- Make the change before your benefit payments begin.
- Obtain your spouse's consent (if married) unless, at the time of your initial change in form of benefit payment or beneficiary, your spouse, if permitted by the Plan, gave general consent permitting you to make later changes to the form of benefit payment or beneficiary without having to obtain further consent.

What happens if I want to take a loan from the Plan?

Because your benefit must be paid in the form of a QJSA, if you take a loan from the Plan it will also be subject to QJSA. This means that if you elect to take a loan from your Plan, and you are married, you must complete and return the QJSA Waiver Form with your spouse's written consent. If you are unmarried, you must complete and return the QJSA Waiver Form with your consent and waiver. The rules that apply when the benefit is payable when you retire will also apply to the benefit payable as a loan.

What happens if my benefit exceeds \$5,000 on the date my benefit becomes payable (or at the time of any prior payment)?

If your benefit exceeds \$5,000 (\$3,500 for plans not adopting the increase allowed in 1996 or exceeded \$3,500 at any time of any prior payment), it cannot be paid to you until you reach normal retirement age under the Plan, or, if later, age 62, unless you consent in writing.

Otherwise, consistent with the law and your Plan document, your benefit may be paid to you immediately regardless of any election you may have made to receive it later or in a different form.

How much time do I have to select either a different form of benefit payment other than QJSA, or, if permitted by the Plan, to elect to have my benefit paid to me before the later of normal retirement age or age 62?

You have at least 30 days after receiving this QJSA explanation to make your decision.

Do I have to wait 30 days to select a different form of benefit payment other than QJSA, or, if permitted by the Plan, to elect to have my benefit paid to me before the later of normal retirement age or age 62?

No. You may request a disbursement prior to the expiration of the 30-day period, however:

- **Payment of your benefit cannot begin until at least the 8th day after you receive the QJSA Explanation regardless of your marital status.**

You can cancel your distribution election at any time within 30 days of receipt of the QJSA Explanation. If you cancel your election, Prudential will return the annuity purchase price to your Plan.

What happens to my spouse's QJSA benefit if he or she consents to my selection of a different form of benefit payment option other than QJSA or if I select a different beneficiary?

If your spouse consents to your selection of a different form of benefit payment, to the extent your spouse is still your beneficiary, he or she will receive a benefit based on the alternative form of benefit payment you chose. For instance, if you elect a single life annuity or a lump sum payment of your full account balance, your spouse will receive no further payment from the Plan.

If you select a different beneficiary, your spouse will receive no benefit under the Plan.

May I receive additional information regarding the QJSA or the specific benefit payable to me or my spouse?

Yes. You can obtain additional information such as other optional forms of distribution that may be available under your Plan by reading the information in your Plan's Summary Plan Description. **You may also write to Prudential at:** Prudential Retirement, 30 Scranton Office Park, Scranton, PA 18507-1789. If your request is made in writing, you will receive additional QJSA information within 30 days from the date of your request.

Qualified Joint and Survivor Annuity (QJSA) and Optional Forms of Benefit

The following is a list of common optional forms of benefit and the relative financial effect of electing each as compared to the QJSA. The basic meaning of some of the terms used to describe the options is as follows:

"Life Annuity" or "Life" is an annuity payable for the participant's lifetime.

"X% Joint & Survivor" is an annuity payable for the participant's lifetime plus X% of the participant's benefit paid to the beneficiary for the beneficiary's lifetime.

"X Year Certain" is an annuity for the lifetime or lifetimes mentioned, but with the assurance that the payments will be made to either the participant or a beneficiary for X number of years even if the person receiving the annuity dies prematurely.

"Installment Refund" is an immediate annuity in which monthly payments will continue to a beneficiary in the event the annuitant dies before Prudential has made total monthly payments at least equal to the maximum death benefit amount. Upon the death of the annuitant, the difference between the maximum death benefit amount and the total of monthly payments made previously will be paid to the beneficiary in monthly installments in the same amount that was being paid to the annuitant before the annuitant's death, except that the last payment to the beneficiary will be a lesser amount.

The information provided below is an estimate of the amount payable under an annuity purchased from Prudential Insurance Company of America. A more precise calculation of your monthly benefit upon purchase of an annuity is available upon request. The estimates provided below are based on a benefit with a present value of \$10,000 using an interest rate of 2.23% for annuities with a life contingency. Both the participant and the spouse are assumed to be the same age for the examples provided. Differences in your age, the age of your spouse, interest rates, and other assumptions used in this chart can have a significant effect on the amount paid under the option chosen. The interest rate and other contract assumptions in effect when you purchase the annuity will determine the amount of a monthly benefit.

<u>Optional Form of Benefit</u>	<u>Age 65</u>	<u>Age 60</u>	<u>Age 55</u>
Life Annuity	\$45.13	\$38.81	\$34.12
Life and 5 Year Certain Annuity	\$44.79	\$38.67	\$34.06
Life and 10 Year Certain Annuity	\$43.73	\$38.19	\$33.87
Life and 15 Year Certain Annuity	\$41.97	\$37.32	\$33.46
Life and 20 Year Certain Annuity	\$39.48	\$36.05	\$32.81
5 Year Certain Annuity	**	**	**
10 Year Certain Annuity	**	**	**
15 Year Certain Annuity	\$57.69	\$57.69	\$57.69
20 Year Certain Annuity	\$45.56	\$45.56	\$45.56
100% Joint & Survivor Annuity	\$37.27	\$32.92	\$29.70
100% Joint & Survivor Annuity with 5 Years Certain	\$37.26	\$32.92	\$29.70
100% Joint & Survivor Annuity with 10 Year Certain	\$37.19	\$32.90	\$29.69
100% Joint & Survivor Annuity with 15 Year Certain	\$36.95	\$32.82	\$29.67
100% Joint & Survivor Annuity with 20 Year Certain	\$36.31	\$33.62	\$29.61
50% Joint & Survivor Annuity	\$40.82	\$35.62	\$31.75
50% Joint & Survivor Annuity with 5 Year Certain	\$40.68	\$35.57	\$31.73
50% Joint & Survivor Annuity with 10 Year Certain	\$40.20	\$35.35	\$31.64
50% Joint & Survivor Annuity with 15 Year Certain	\$39.30	\$34.93	\$31.45
50% Joint & Survivor Annuity with 20 Year Certain	\$37.83	\$34.20	\$31.13
Installment Refund	\$38.54	\$34.73	\$31.63

** Total payout for this form of annuity will be less than the purchase price.

These materials are provided for informational or educational purposes only. The information provided is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. In providing these materials Prudential Retirement is not acting as your fiduciary as defined in the Department of Labor's Fiduciary rule or otherwise. If you need investment advice consult with a qualified investment professional.