

**Account Reduction Loan Application
401(k) Plan**

Cornell-Hart Pension Plan

337773-01

For My Information

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

- Please note that this loan request may be subject to an administrative review period prior to processing and the investments in your account will not be sold until the loan is processed. The administrative review period may take several business days. Note that your investments may fluctuate with market performance so you may want to redirect or diversify those investments prior to making a loan request. If you initiate a fund transfer during the administrative review period, it may delay the processing of your loan. If you want to make changes to the investments in your account prior to loan, please contact Service Provider or access your account online.
- Upon completion of the administrative review, the loan may be processed, but the proceeds remain subject to certain verification controls before delivery. If the verification controls are not completed for any reason, the proceeds of the loan will be redeposited into your account as of the current market price on the date of redeposit.

Additional Information

- I may track the status of this loan request by logging into my account on the website at empowermyretirement.com.
- For questions regarding this form, refer to the attached Loan Provisions, visit the website at empowermyretirement.com or contact Service Provider at 1-833-569-2433.
- Return instructions for this form are in Section F.
- Use black or blue ink when completing this form.

A Participant Information

Account extension, if applicable, identifies a participant with multiple accounts.

Account Extension

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U.S. Social Security/U.S. Taxpayer Identification Number
(Must provide all 9 digits)

Last Name

First Name

M.I.

Date of Birth (mm/dd/yyyy) **Required**

(The name provided MUST match the name on file with Service Provider.)

Married Unmarried

Mailing Address on My Account

()

Daytime Phone Number

City

State

Zip Code

()

Alternate Phone Number

- I have confirmed the address on my account by accessing my account online at empowermyretirement.com. If the address on my account does not match the address provided above, there will be processing delays.
- **If I require an address change, I must update my address with my employer who will then need to update the address Service Provider has on file.**
- Once the address is updated on my account, I may submit this form with my new address entered above.

Email Address

Select One (Required):



I am a U.S. Citizen or U.S. Resident Alien.

I am a Non-Resident Alien or Other. (Complete 'Non-Resident Alien or Other Certification' section.)

Required - Provide Country of Residence: _____

B Type of Loan (Select ONE type) (Please read Loan Provisions before completing.)

General Purpose Loan (Available for any purpose.)

Loan term will be 60 months unless otherwise indicated: _____ (12 - 59 months)

Last Name

First Name

M.I.

U.S. Social Security Number

Number

C Amount of Loan

Amount of Loan: \$ _____

Loan Origination Fee: \$ _____ -90.00

 Express Delivery (Optional)
\$50.00 will be deducted \$ _____ -50.00**Estimated Amount:** \$ _____

- **Minimum Loan:** \$1000.00
- **Maximum Loan:** Generally, the lesser of 50% of my vested account balance or \$50,000.00 reduced by my highest outstanding loan balance during the previous 12 months.
- **Amount Requested:** If the amount requested exceeds available funds, the loan will be processed for the maximum amount available.
- **Fee Information:** Please refer to cost section in the Loan Provisions for fee information.
- **Documentary Tax:** If I am a resident of the State of Florida, please see the Loan Provisions for documentary tax information.

D Non-Resident Alien or Other Certification*Complete only if I indicated I am a non-resident alien or other under Section A of this form.**(Continue to the next section after completing.)***Do not complete if U.S. Citizen or U.S. Resident Alien was indicated in Section A of this form.**

Under penalty of perjury, if I checked Non-Resident Alien or Other in Section A of this form, my signature certifies that:

- I am the individual that is the beneficial owner of all the income to which this form relates or is using this form to document myself for chapter 4 purposes.
- I am not a U.S. person.
- The income to which this form relates is:
 - a. not effectively connected with the conduct of a trade or business in the United States,
 - b. effectively connected but is not subject to tax under applicable income tax treaty, or
 - c. the partner's share of a partnership's effectively connected income.
- I am a resident of the treaty country listed below under the "Claim of Tax Treaty Benefits" (if any) within the meaning of the income tax treaty between the United States and that country.
- I agree that I will submit a Form W8-BEN within 30 days if any certification made on this form becomes incorrect.

Identification of Beneficial Owner

Country of citizenship

Foreign tax identifying number

Permanent resident address (street, apt. or suite no., or rural route) **Do not use P.O. Box or in-care of address**

City or town, state or province. Include postal code where appropriate.

Country

Mailing Address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

Claim of Tax Treaty Benefits (for chapter 3 purpose only)

I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

Special rates and conditions (if applicable): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on the line above to claim a ____% rate of withholding on (specify type of income):

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding:

E 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 U.S. Social Security number or U.S. Taxpayer Identification number I have provided in Section A is correct. I am a U.S. person if I marked the U.S. Citizen or U.S. Resident Alien box of Section A.
- Service Provider 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 Provider harmless from any claim, of whatever nature, from myself, my creditors, my family, my heirs, successors and assigns in connection with this loan.
- **Additional authentication may be necessary before my loan is processed and/or payment released.**
- **It is entirely my responsibility to ensure that timely loan payments are being remitted to Service Provider and that missed loan payments are caught up and paid by contacting my employer and the Service Provider, to avoid the tax consequences associated with a defaulted Plan loan.**

Last Name _____

First Name _____

M.I. _____

U.S. Social Security Number _____

Number _____

E Signatures and Consent *(Signatures must be on the lines provided.)*

Participant Consent *(Please sign on the 'Participant Signature' line below.)*

Any person who presents a false or fraudulent claim is subject to criminal and civil penalties.

Participant Signature _____ **Date (Required)** _____

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

My Spouse's Consent *(If applicable, please have the Spouse sign on the 'Spouse's Signature' line below.)*

Not applicable if I am unmarried or my vested account balance is less than \$7,000.00.

Spouse to complete: I, *(name of spouse)* _____ hereby certify that I am the spouse of the participant and have read and understand the terms of this loan request. I understand that I can refuse to consent to the loan request. I understand that my consent cannot be revoked or withdrawn once given. I understand that by my spouse taking the loan, my survivor benefits under the Plan may be reduced or eliminated. I further understand and consent that the loan, if not repaid, will reduce any future benefit I may be entitled to. Being fully apprised of these facts, I hereby voluntarily consent to this loan request.

Spouse's Signature _____ **Date (Required)** _____

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

The spouse's signature must be notarized by a Notary Public or witnessed by the participant's authorized Plan Administrator. If a Notary Public is used, the date of the spouse's signature on this form in the 'My Spouse's Consent' section must match the date of the Notary Public signature on the separate jurat or notarial certificate or in this section below. Consent must be obtained no more than 180 days prior to the effective date of the original request in order to be effective. If your notary completes a separate jurat or notarial certificate, your spouse must still sign on the above spouse's signature line and enter the date on this form.

ATTENTION Notary Public: Make sure that you have reviewed the notary requirements for your state. If your state requires a separate jurat or notarial certificate, please complete and attach to this request.

We require that the following information must be included on the separate jurat or notarial certificate: (1) name of document being notarized; (2) the plan name; (3) the plan number; and (4) participant's and spouse's names. Separate jurat or notarial certificates submitted that do not include this information will be rejected and will delay the withdrawal request. If your state does require a separate jurat or notarial certificate and you complete the section below, this statement of notary will be rejected and will delay the withdrawal request.

If your state does not require a separate jurat or notarial certificate, you may complete the notary section below.

Statement of Notary

NOTE: Notary seal must be visible.

The consent to this request was subscribed and sworn *(or affirmed)*

State of _____) to before me on this _____ day of _____, year _____, by _____

SEAL

)ss. *(name of spouse)* _____

County/Parish/Borough _____ proved to me on the basis of satisfactory evidence to be the person who appeared before me, who affirmed that such consent represents of _____ his/her free and voluntary act.

Notary Public's signature _____ My commission expires ____ / ____ / ____

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

Notary Public's full name _____ Telephone number _____

Authorized Plan Administrator Signature *(Please sign on the 'Authorized Plan Administrator Signature' line below.)*

This request is in compliance with Plan provisions and the amount of the loan does not exceed the amount described in Section C of this form. A written explanation of the tax rules and any Internal Revenue Code, Department of Labor or other notice requirements applicable to this loan have been provided to the participant. The appropriate consent and waivers have been obtained and provided on this request. Service Provider is authorized to rely on the information provided on this form.

The recordkeeping system has the accurate vesting percentage unless otherwise indicated below. *(Please be advised that balances may not exist in all money sources.)*

ERO 1 - EMPLOYER CONTRIBUTION - 2012 PENSION TRUST MERGER _____ 100 %
SHN 1 - SAFE HARBOR NON-ELECTIVE _____ 100 %

Last Name _____

First Name _____

M.I. _____

U.S. Social Security Number _____

Number _____

E	<p>Signatures and Consent <i>(Signatures must be on the lines provided.)</i></p> <p>Authorized Plan Administrator Signature <i>(Please sign on the 'Authorized Plan Administrator Signature' line below.)</i></p> <p>If Spousal Consent notarization is not obtained, I have personal knowledge and hereby certify that this request was submitted and signed by the participant's spouse.</p> <p>I authorize Service Provider to process this loan as requested by the participant. I represent that I am an authorized signer on behalf of the above-named Plan and have an authority to instruct Service Provider to process the form.</p> <p>Authorized Plan Administrator Signature _____ Date (Required) _____</p> <p><i>A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.</i></p> <p>Print Full Name _____</p>
F	<p>Delivery Instructions</p> <p>Participant forward this form to:</p> <p>Cornell Hart Pension Plan PMB #116 5331 S Macadam Ave Suite 258 Portland, OR 97239</p> <p>After all signatures have been obtained, this form can be sent to: Empower</p>

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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 complete the 'Non-Resident Alien or Other Certification' section on this form.
- I may call 1-800-TAX-FORM (829-3676) or visit irs.gov for further information.

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 Provider 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 Provider is not responsible for aggregation of loans under different plans maintained by the same employer.

Cost

- A loan origination fee in the amount of \$90.00 will be deducted from the loan approved amount.
- An additional annual loan administration fee of \$80.00 will be deducted from the account in quarterly installments of \$20.00 to pay the Third-Party Administrator (TPA) 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.
- I may confirm my address on file by accessing my account online at empowermyretirement.com or by calling 1-833-569-2433.

Express Delivery (Optional)

- Estimated delivery time is 1-2 business days.
- In addition to any loan fees, a \$50.00 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 USPS Priority Mail 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 Provider.

General ACH Information

- By electing ACH payments from my financial institution account, I am authorizing Service Provider to initiate debit entries, and if necessary, credit entries and adjustments for any debit entries in error to my checking account.
- It is my responsibility to ensure sufficient funds are available in my checking account on the due date of my payment each month.
- If the ACH debit fails for any reason, my checking account will not be debited again for the failed payment and my loan will become delinquent, which can result in adverse tax consequences.
- It is my responsibility to make any failed or missed payments within the required time frame and submit them to the below address:

Regular Mail:

Empower Trust Company, LLC
PO Box 561303
Denver, CO 80256-1303

Express delivery mail address for a.m. delivery:

US Bank
10035 East 40th Avenue Suite 100
Dept 1303
Denver, CO 80238

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 empowermyretirement.com or by calling 1-833-569-2433 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 Provider for a required Loan Prepayment 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 Provider or visit the website at empowermyretirement.com for a Loan Payment Change Request form.