



Instructions Please print using blue or black ink. This request *must* be authorized by your employer. Please forward this form to your benefits/human resources office to complete the 'Your Plan Authorization' section. This request cannot be processed without an authorized signature from your benefits/human resources office on file. Do not fax or mail to Prudential until the 'Your Plan Authorization' section on this form is reviewed by your Plan Administrator.

Attention: Benefits/Human Resources Office - Please send completed form to our address or fax number.

About You

Plan number

7 6 7 0 0 2

Social Security number

Daytime telephone number

_____ area code _____

Questions?

Call 1-877-778-2100 for assistance.

First name

MI

Last name

Address

City

State

ZIP code

Date of birth

Gender

month day year

M F

Marital status: Married - spousal signature required* Not married

Check here if you are sending in a loan payoff with this application.

Loan Limits

The maximum amount currently available for a loan is the lesser of:

(1) \$48,000, reduced by the excess (if any) of —

(i) the highest outstanding balance of loans 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) one-half of the present value of the nonforfeitable accrued benefit of the employee under the plan, or

1. Do you participate in another plan sponsored by the same employer? YES NO

2. Is Prudential Retirement the record keeper for the employer-sponsored plan? YES NO (If no, please supply the highest outstanding loan balance during the 12 month period \$ _____ and the current outstanding loan balance \$ _____.

3. Have you defaulted on a previous plan loan from your current employer? YES NO (Please see the Loan Disclosure Statement for the definition of a default.)

4. If yes, did this loan begin on or after January 1, 2002? YES NO

Important Information: Unless you answer the questions above, you will not qualify for a loan.

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.

A. \$ _____ (minimum \$5,000) If you have answered 'yes' to question 2 in the previous section, please be sure to calculate the combined balance as instructed to confirm the amount you request here is allowable.

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.

B. Maximum amount available.

Loan Duration

The duration of the loan may not exceed 5 years.

I elect the term of this loan to extend over the following number of years: 1 2 3 4 5

Loan Fees

A \$25 loan application fee will be deducted from your account.

I wish to have my loan check sent via express mail. Therefore, please deduct \$35.50 from my account. This is for the application fee (above) and express mail costs. **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. If you would like to change your **loan payment** investment direction and it is permitted by your plan, please call our toll-free number.

***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.
(Seal/Stamp)

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

State of _____, County of _____

My commission expires _____

X _____
Notary's signature

OR

X _____ Date _____
Authorized plan representative's signature

Important information and signatures required on the following page

**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 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.

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

**Your
Plan
Authorization**

This section must be completed by your employer 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.

Vesting Percentage: / / % (if applicable)

Date of Hire/Adjusted Hire Date / /

 X _____ Date / /
Authorized plan representative's signature

Print name and title

 X _____ Date / /
Authorized plan representative's signature (if two signatures are required)

Print name and title

Prudential fax number: 1-866-439-8602

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 of:

- (1) \$48,000, reduced by the excess (if any) of ----
 - (i) the highest outstanding balance of loans 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) one-half of the present value of the nonforfeitable accrued benefit of the employee under the plan, or

Prudential cannot process any loans which do not meet these requirements. For federal tax purposes, the \$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.

Interest Rate

The interest rate will be based upon the bank prime loan rate (as stated on www.federalreserve.gov) on the last business day of each quarter. However, your plan may specify a different interest rate. This rate will not change during your loan repayment period. For your plan's current interest rate, you may call our toll-free number.

Prudential will declare the loan interest rate quarterly; however, Prudential reserves the right to change the loan interest rate more frequently. Prudential also reserves the right prospectively to change the basis for determining the interest rate with 30 days notice to contract holders. These rights will only apply to a loan issued after the change(s) takes effect, not to an existing loan.

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 800 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 leave of absence of up to one year, if the participant's pay from the employer is insufficient to service the loan. 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).

If the Plan permits a leave of absence on account of the participant performing service in the uniformed services (as defined in Chapter 43 of Title 38, United State Code), whether or not qualified military service, a suspension of loan payments may be permitted. Such suspension shall not be taken into account for purposes of meeting the requirements of sections 72(p), 401(a) or 4975(d)(1) of the Internal Revenue Code. For example, if the loan was payable over five years, the five-year repayment period would be calculated by extending the repayment period by the length of the leave of absence.

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 pay on time any other or future debts to the Plan;
- Any statement or representation by you in connection with the loan which is false or incomplete in any material respect;
- Your failure to comply with any of the terms of this Note and other Loan Documentation;
- If you become insolvent or bankrupt;
- Any other action the Plan Administrator reasonably determines to adversely affect your ability or likelihood to repay the loan; or
- Your employment with the employer sponsoring the Plan terminates. However, to the extent allowed under the Plan, you may continue repayment after termination from employment provided you make regular payments no less frequently than quarterly on a revised schedule of amount and payment dates calculated by the Plan Administrator or its agent to repay the loan with interest in full in substantially equal payments over the remaining original period of the loan.

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 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 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.

If permitted by the plan and if you take an unpaid Leave of Absence or your employment terminates, you have the right to continue your loan even though you are no longer an active employee. If you fail to take action to repay your loan, it will be considered in default. In the event of default, for loans after 1/1/2011, a \$500.00 penalty applies.

Other

Unless specified in your Employer's plan, you are allowed only two outstanding loans at a time.

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.

information number on this statement.

May I select a different beneficiary?

Yes, provided you request, complete and return a Qualified Joint and Survivor Annuity Waiver Form or Spousal Waiver Form with your spouse's written consent (if applicable) 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 applicable) 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 Spousal Waiver Form with your spouse's written consent (if applicable). 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.

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 choose. 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.

Initial Retirement would like to take this opportunity to advise you of General Consent, Qualified Preretirement 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 if 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 allows for annuities, the information on QJSA and QPSA does not apply to you.

Rules

Rules for married participants: In the case of your death before retirement, the Plan will use no more than 50% of your vested account balance to purchase a qualified pre-retirement survivor annuity (QPSA) in 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 an authorized Plan representative. Please contact the Plan Administrator concerning the available alternative forms of payment.

Rules for unmarried participants: 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. If you make an election, at any time during the election period, you may revoke a previous election or make a new election. If you make an election, your spouse must consent to it as provided above.

Rules

A primary form of benefit under your Plan at retirement, you should read the information on this statement or call the account information number on this statement to obtain general information on QJSA and optional forms of benefit available to you. You may elect a benefit other than QJSA if spousal consent requirements are satisfied.

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.

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

Otherwise, consistent with the law and your Plan document, you 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.

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 choose. 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.

You can obtain additional information such as other optional forms of distribution that may be available under your Plan by reading the information on the statement. Also, information on benefits specifically payable will be provided upon request by calling the account information number on the statement.

How to write to Prudential: Prudential Retirement, 30 Scranton Office Park, Scranton, PA 18507-1000. If your request is made in writing, you will receive additional QJSA information within 30 days from the date of your request.

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

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

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

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

Life 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 payments dies prematurely.

Life 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.

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 \$100,000 using an interest rate of 3.93% for annuities with a life contingency. Both the participant and the beneficiary are assumed to be the same age for the examples provided. Differences in your age, the age of your beneficiary, 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>Form of Benefit</u>	<u>Age 65</u>	<u>Age 60</u>	<u>Age 55</u>
Life Annuity	54.73	48.14	43.30
Life 5 Year Certain Annuity	54.21	47.92	43.21
Life 10 Year Certain Annuity	52.71	47.20	42.89
Life 15 Year Certain Annuity	50.45	46.02	42.31
Life 20 Year Certain Annuity	47.54	44.45	41.46
Life Certain Annuity	**	**	**
Life 5 Year Certain Annuity	88.73	88.73	88.73
Life 10 Year Certain Annuity	64.64	64.64	64.64
Life 15 Year Certain Annuity	52.81	52.81	52.81
Life 20 Year Certain Annuity	45.85	41.53	38.39
Life & Survivor Annuity	45.84	41.53	38.39
Life & Survivor Annuity with 5 Year Certain	45.73	41.49	38.38
Life & Survivor Annuity with 10 Year Certain	45.38	41.37	38.35
Life & Survivor Annuity with 15 Year Certain	44.55	41.09	38.25
Life & Survivor Annuity with 20 Year Certain	49.90	44.59	40.70
Life & Survivor Annuity	49.67	44.49	40.66
Life & Survivor Annuity with 5 Year Certain	48.97	44.16	40.51
Life & Survivor Annuity with 10 Year Certain	47.78	43.57	40.23
Life & Survivor Annuity with 15 Year Certain	46.00	42.70	39.79
Life & Survivor Annuity with 20 Year Certain	49.42	44.93	41.44
Life Refund			

The actual payout for this form of annuity will be less than the purchase price.

Amendment of Administrative Services Agreement

- I agree, on behalf of the Plan Sponsor, that I have reviewed the Plan Sponsor's User's Guide for the Participant Transaction Initiation Service that Prudential Retirement provided to me.
- I understand that the Participant Transaction Initiation Service allows parties authorized by the Plan Sponsor to electronically initiate and approve certain transactions under the Plan that otherwise could be performed only by use of a participant's PIN.
- I understand that transactions initiated and approved without consent of the participant may have legal and tax implications.
- I understand that the Plan Sponsor is responsible for obtaining and retaining evidence that Plan participants consented to and directed the Plan Sponsor to perform any transactions approved under this service.
- I agree promptly to notify Prudential Retirement in the event that I learn of, or reasonably suspect any unauthorized use of the Participant Transaction Initiation Service.
- The Plan Sponsor assumes full responsibility for any activity performed under the User ID and Password used.
- I understand that this is an amendment of the administrative services agreement between the Plan Sponsor and Prudential Retirement, including their respective predecessors.
- I may revoke this amendment and discontinue use of the Participant Transaction Initiation Service following written notice to Prudential Retirement.
- I understand that the administrative services agreement may be amended by Prudential Retirement in writing reasonably in advance of the effective date of the change. If Prudential Retirement indicates its intention to presume agreement to the amendment absent a response, and receives no responses within a stated period or, if none is stated, by the time the change is to be implemented, the change will be implemented.

The following transactions may be processed on behalf of Plan Participant:

Allocation Changes
On-Demand Rebalance
Exchanges
Loan Initiation
Distributions
Opt Out of Paper Statement

I request that Local #13 Fund Office submit a loan request for me for \$ _____

PRINT NAME

SIGNATURE

DATE