

**Directors Guild of America Producer Pension Plans
Supplemental Benefit Plan**

**Participant Loan Policy
Amended and Restated Effective
January 1, 2024**

I. GENERAL

The Board of Trustees of the Directors Guild of America Producer Pension Plans Supplemental Benefit Plan (the “Supplemental Plan” or “Plan”) first amended the Plan to temporarily allow participant loans from May 1, 2020 through December 31, 2020, as part of their efforts to assist participants during the Covid-19 crisis. The Board of Trustees subsequently amended the Plan again to allow participant loans effective as of their meeting on July 17, 2023 through December 31, 2023, and again from January 1, 2024 through March 31, 2024. All participant loans under the Supplemental Plan must comply with the terms of this loan policy (the “Policy” or “Loan Policy”), which is effective January 1, 2024.

This Policy is intended to satisfy all applicable requirements under the Internal Revenue Code (the “Code”) and the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, and the regulations issued thereunder, including Code Sections 72(p), 401, and 417, and Department of Labor (“DOL”) Regulation Section 2550.408b-1. Capitalized terms used but not defined herein will have the same meaning assigned to them in the Supplemental Plan Documents. Violating the terms of this Policy may cause any outstanding loan(s) to be treated as a taxable distribution from the Plan. Any changes to the Plan Documents with respect to loans will automatically be incorporated in this Policy. Unless explicitly stated otherwise, the provisions of the Supplemental Plan Documents will control to the extent of any conflict between the Plan Documents and this Policy. This Policy will be deemed automatically amended to include any legally required changes or additions. The Board of Trustees retains the sole and absolute discretion to amend and interpret the terms of this Policy.

II. ADMINISTRATION

The Board of Trustees and the Chief Executive Officer of the Supplemental Plan, as Plan Administrator, shall administer this Policy in accordance with its terms and applicable legal requirements, and the Board of Trustees may amend, modify or terminate the provisions of this Policy at any time.

All loan inquiries should be directed to the Supplemental Plan at (877) 866-2200, ext.404, through email at pension@dgaplans.org, or mailed to:

ATTN: Pension Department
Directors Guild of America Producer Supplemental Plan
5055 Wilshire Blvd., Suite 600
Los Angeles, CA 90036

III. ELIGIBILITY

All collectively bargained Participants are eligible to receive a loan under the Supplemental Plan by completing a loan application and satisfying the applicable requirements, including executing a promissory note. Non-Collectively Bargained Participants are not eligible to take

loans from the Supplemental Plan. Loans are available on a nondiscriminatory and reasonably equivalent basis and are not available to highly compensated employees in an amount greater than the amount available to non-highly compensated employees. The Board of Trustees may amend, modify or terminate the provisions of this Policy at any time.

IV. APPLYING FOR A LOAN

To apply for a loan, Participants must complete and return the *Supplemental Plan Loan Application and Agreement* and *Loan Amortization Schedule*, which are available online at www.dgaplans.org. If you would like a hard copy, please contact the Pension Plan Department in accordance with Section II of this Policy and we will mail you one at no cost.

V. LIMITATIONS ON AMOUNT AND NUMBER OF LOANS

The following limits apply to loans under the Plan:

1. Minimum Loan. The minimum loan amount is \$1,000.
2. Maximum Loan. In no event shall a loan at the time it is made, when added to the outstanding balance of all other loans from the Supplemental Plan, exceed the lesser of:
 - A. 20% of the Participant's total vested Account Balance, as of the Valuation Date immediately preceding the date of the loan application; or
 - B. \$40,000.
3. Number of Outstanding Loans. The Supplemental Plan allows Participants to have up to four (4) loans outstanding at any time. A loan that is treated as a deemed distribution will be treated as an outstanding loan for purposes of determining whether a Participant may request an additional loan.
4. Impact of QDROs on Loan Availability. A Participant may not take a loan during the time his or her account is subject to a qualified domestic relations order ("QDRO"), unless such QDRO is a separate interest QDRO, and the Participant's and alternate payee's accounts have been segregated.

VI. LIMITATION ON TYPES OF LOANS AND MAXIMUM DURATION

1. General Purpose Loans. Only general purpose loans are available under the Supplemental Plan. No primary residence loans are permitted.
2. 5-Year Repayment Schedule. All loans must be repaid to the Supplemental Plan in full, plus interest, within five (5) years of the date the loan.

VII. LOAN PROCEDURES AND REPAYMENT

To apply for a loan, Participants must complete and return the *Participant Loan Application and Agreement* and *Loan Amortization Schedule*, which are legal documents that set forth the Participant's responsibilities for repayment of the loan, including interest, and the terms of repayment.

Once the loan application is processed by the Supplemental Plan and approved, loan checks will be mailed to the Participant's home address on file within approximately two weeks. By signing, endorsing, and/or otherwise negotiating (i.e., cashing) the loan check, or by accepting direct deposit of the loan proceeds, the Participant:

1. Acknowledges that he or she has received and reviewed the terms of this Policy, the Participant Loan Application and Agreement, and Loan Amortization Schedule;
2. Accepts and agrees to be bound by the terms of this Policy, the Participant Loan Application and Agreement, and Loan Amortization Schedule;
3. Agrees to repay all loans, plus interest, in accordance with the schedule set forth in the Loan Amortization Schedule;
4. Irrevocably pledges and grants the Supplemental Plan a security interest in his or her vested Account Balance in the amount of such loan (including principal, interest, and any finance charges) until it is repaid in full; and
5. Agrees that each loan repayment (including principal, interest, and any finance charges) will be paid to the Supplemental Plan timely.

For married participants, spousal consent is required for all loans above \$5,000.

VIII. LOAN DISTRIBUTIONS

The necessary funds for a loan will be deducted from the vested portion of the Participant's Account Balance.

IX. INTEREST

Each loan will bear a reasonable rate of interest, which will be equal to the prime lending rate plus one percent (1%), as posted in the *Wall Street Journal* (or similar publication), and will be set at the time the loan is made and fixed for the life of the loan. The applicable prime lending rate shall be the rate effective on the first day of the month in the month that the Participant Loan Application Agreement and Loan Amortization Schedule are completed and submitted to the Plan. An exception may apply if a Participant is on qualified military leave.

X. LOAN REPAYMENT

The following requirements apply to loans under the Plan:

1. Loan Repayment Schedule and Deadline. Loan repayments are due quarterly on the first day of each quarter. Your first payment will be due on the first day of the quarter, following the first full quarter after the quarter in which you receive your loan proceeds. Quarters begin January 1, April 1, July 1, and October 1 each year.

For example, if your loan application is approved and you receive your loan distribution between May and June 2020, your first loan repayment will be due October 1, 2020. If your loan is approved in July and distributed between July and August 2020, your first loan repayment will be due January 1, 2021.

The entire balance of any loan, plus interest and any other applicable fees, must be repaid to the Plan within five (5) years from the date of approval of the loan. The loan schedule will be calculated on a fully amortizing basis during the term of the loan.

2. After-Tax. Loan repayments must be made to the Supplemental Plan on an after-tax basis. Repayments will be considered made to the Plan on the date postmarked or transmitted, as applicable.

3. Allocation and Investment of Repayments. Loan repayments are contributed to a Participant's Account Balance and re-invested.
4. Loan Prepayment. A Participant may repay the entire outstanding principal amount (plus interest) at any time, and without penalty. In the event of a prepayment for less than the entire outstanding principal amount (plus interest), I understand that no reamortization of the loan will occur. To prepay a loan, the Participant should contact the Supplemental Plan.

XI. LOANS WHILE ON MILITARY LEAVE

A Participant who is on a leave of absence due to qualified uniformed service, as defined under Code Section 414(u), and has an outstanding loan balance may not be required to make loan repayments while in qualified uniformed service. Such Participant may, however, elect to continue to make loan repayments. Please contact the Plan for more information if this situation applies to you.

XII. TERMINATION OF COVERED EMPLOYMENT

If a Participant terminates Covered Employment (e.g., retires) with an outstanding loan balance, he or she will be permitted to continue making loan repayments as scheduled in order to avoid a loan default and the related tax consequences.

XIII. LOAN DELINQUENCY, DEFAULT, OFFSET, AND DEEMED DISTRIBUTION

All loans are subject to the terms of the Supplemental Plan and the applicable laws and regulations under the Code and ERISA relating to "loan offsets" and "deemed distributions." Pursuant to Treasury Regulation Section 1.72(p)-1, the Board of Trustees has established the following rules and grace periods:

1. Delinquency. A loan will be considered delinquent immediately when scheduled repayment is not made in full by the close of business (5 PM Pacific Standard Time) on the due date(s) specified in the Loan Amortization Schedule, unless repayment is suspended pursuant to a written agreement with the Board of Trustees or Plan Administrator, or during a leave of absence or military leave described under Sections XI above.

If payment re-commences after a loan is already delinquent, such repayments will apply first to the payments with the earliest due dates. This may result in future payments also being delinquent, but may avoid the loan being in default, as described below.

2. Default. If a loan becomes delinquent, the Participant can cure the delinquency by making the required loan payments prior to the end of the quarter following the quarter in which the missed loan payment was due. The loan will be treated as in default on the last day of the quarter following the quarter in which the initial payment was not made timely.

For example, if a Participant is required to make a payment on July 1, 2020 but fails to do so, the loan becomes delinquent. The Participant, however, can cure the delinquency by making up the missed payment by no later than the last day of

the following quarter (i.e., December 31, 2020). If the Participant does not make up the missed payment by December 31, 2020, it will be considered in default as of that date.

3. Offset and Actual Distribution. When a loan goes into default, to the extent a distribution to the Participant is permissible under the Plan terms, the Supplemental Plan will foreclose on the portion of the Participant's Plan account balance which constitutes collateral and offset such account balance by the outstanding loan balance.

A loan offset reduces the Participant's Account Balance by the amount of the outstanding loan balance and is treated as a taxable distribution to the Participant from the Supplemental Plan. A tax penalty may apply if, for example, the Participant is under age 59½. The Board of Trustees and/or Plan Administrator may treat the loan as "repaid" to the extent of any permissible offset.

4. Deemed Distribution. Upon a default, to the extent a distribution to the Participant is not permissible under the Plan, the outstanding loan balance (including accrued interest) will be treated as a "deemed distribution" (which is different from an actual "distribution" described in the preceding subsection).

A loan that is treated as a "deemed distribution" will be reported as a taxable distribution for tax purposes, and a tax penalty may apply if, for example, the Participant is under age 59½. Such loan, however, will remain part of the Participant's Plan Account Balance and continue to accrue interest until a distributable event occurs for the Participant, at which time the loan, including accrued interest, will be distributed (i.e., the Participant's Account Balance will be offset). Until such distribution, the loan remains an outstanding obligation for the Participant. As a result, the Participant will not be able to take another loan until the loan that was treated as a deemed distribution is repaid or offset and distributed. A loan that has been deemed distributed may be repaid prior to its actual distribution.

XIV. FEES

Any necessary charges related to the processing of the loan request, if any, including related to initiating the loan or maintenance, will be deducted from the Participant's Account Balance.

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Considering a loan from your Supplemental Pension Plan Account?

Know the consequences to your retirement bottom line.

Consequence of Taking and Defaulting on a Loan

Before you consider taking out a loan from your Supplemental Pension Plan account, it is important to understand the negative implications, if you are unable to make the required payments.

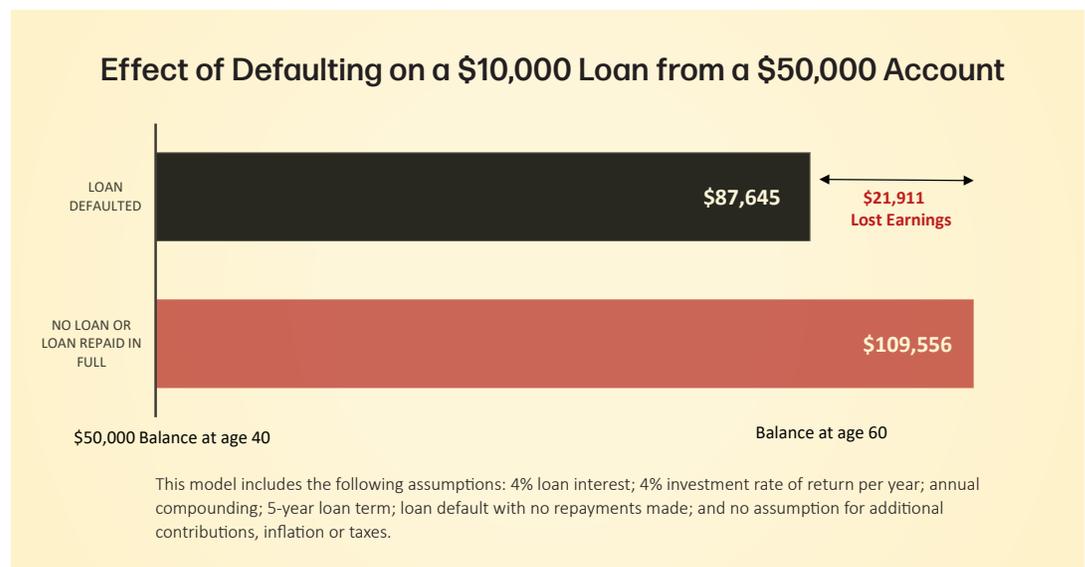
If you fail to repay your loan by not making quarterly payments by the due date (including applicable grace period) the outstanding amount of the loan (including accrued interest) will be in default and be treated as a “deemed distribution” in the year of default under the Internal Revenue Code.

Upon default, an IRS Form 1099-R will be issued. Deemed distributions must be included as taxable income on your tax return (Federal and possibly State). Further, if you have not attained age 59½, or are not otherwise entitled to an early distribution under the terms of the Plan, you may also be subject to a

Federal excise tax or early withdrawal penalty equal to 10% which must also be reported to the IRS when you file your personal tax return.

Loans also must be repaid to the Supplemental Pension Plan on an after-tax basis. Loan repayments are contributed to your Supplemental Pension Plan account. At retirement, any amounts not previously taxed from your Supplemental Pension Plan account balance will be taxed.

In addition, your borrowed funds will not be earning any investment returns. As shown in the table, assuming a 4% annual return, taking out a \$10,000 loan at age 40 from your \$50,000 Supplemental Pension Plan account and failing to pay it back means at age 60 or upon retirement you could potentially miss out on gains of about \$21,911 (in this example). That is more than double the \$10,000 loan amount. **PH**



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Directors Guild of America-Producer Pension and Health Plans
5055 Wilshire Blvd • Suite 600 • Los Angeles, California 90036
(323) 866-2200 • Toll free (877) 866-2200
www.dgaplans.org

Participant Loan Application

Please complete and return the enclosed application with all required attachments to apply for a loan from the Directors Guild of America Producer Pension Plans Supplemental Benefit Plan (the "Plan" or "Supplemental Benefit Plan"). Once your application is approved, we will send you an amortization schedule and loan promissory note for your execution.

If you are single, you must: complete the enclosed *Certification of Marital Status*.

If you are married, you must: complete the enclosed *Certification of Marital Status*; have your spouse complete the enclosed *Spousal Consent To Participant's Loan* if requesting a loan of more than \$5,000; and have your spouse's signature notarized or witnessed by a Plan representative.

If you are unable to have a signature notarized, you may arrange for a Plan representative to witness your spouse's signature by calling the Pension Department at (877) 866-2200, ext. 404 or emailing pension@dgaplans.org. The Pension Plan Department will work with you to schedule a time and date to witness your spouse's signature. You must mail the completed original forms and any supporting documentation to the Supplemental Benefit Plan at the following address:

DGA Supplemental Benefit Plan
5055 Wilshire Boulevard, Suite 600
Los Angeles, California 90036

Please Note the Following Important Points About Participant Loans:

Participant loans shall only be permitted from the Supplemental Benefit Plan from July 17, 2023 through March 31, 2024.

All loans are made in accordance with the terms of the enclosed Supplemental Benefit Plan Participant Loan Policy (the "Loan Policy") of January 1, 2024, as amended. Please make sure to review the Loan Policy. In the event of any inconsistencies between the terms of the Loan Policy and this application, the terms of the Loan Policy shall control.

Minimum loan amounts are \$1,000. In no event may your loan exceed the lesser of: (1) 20% of your total vested Supplemental Benefit Plan Account Balance (as of the Valuation Date immediately preceding the date of the loan application); or (2) \$40,000 (aggregated with all outstanding loans). Up to four (4) outstanding loans will be allowed at any time during the loan availability period. This includes any existing loans.

Loan shall bear a reasonable rate of interest and repayments will be due to the Supplemental Benefit Plan on the first day of each quarter. Loan repayments must be made to the Supplemental Benefit Plan on an after-tax basis.

Any false statement(s) material to an application for benefits or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under the Loan Policy and/or Plan, and in any such case, the Trustees shall have the right to recover any payments made in reliance thereon.

Should you have any questions or need assistance in completing the application, please contact the Pension Department at (877) 866-2200, ext. 404.



SUPPLEMENTAL BENEFIT PLAN PARTICIPANT LOAN APPLICATION

SECTION 1: PARTICIPANT INFORMATION

Provide your information below.

Participant Name: _____

Pension Plan ID: _____

Address: _____

Email: _____

Phone Number: _____

Name of Current Employer: _____

- Marital Status:
- Single
 - Married
 - Divorced (Attach a copy of your divorce decree/QDRO.)
 - Widowed (Attach a copy of your late spouse's death certificate.)

SECTION 2: LOAN AMOUNT

Write in your requested loan amount below.

I hereby apply for a loan in the amount of \$ _____ from the vested portion of my Supplemental Benefit Plan Account Balance due to financial hardship. I understand that the loan must be at minimum of at least \$1,000, and cannot exceed the lesser of: (1) 20% of my total vested Supplemental Benefit Plan Account Balance (as of the Valuation Date immediately preceding the date of the loan application); or (2) \$40,000 (when aggregated with all outstanding loans). I understand that I may only have up to four (4) outstanding loans at any time (not to exceed the lesser of 20% of your account or \$40,000 in total).

I understand that in order to receive a loan, I must execute a promissory note that will be provided by the Supplemental Benefit Plan and that repayment of the loan is subject to the terms of such promissory note. I understand the loan shall bear a reasonable rate of interest, which will be equal to the prime lending rate plus one percent (1%), as posted in the Wall Street Journal (or similar publication), and will be set at the time the loan is made and fixed for the life of the loan. I understand that repayments are due quarterly and will be due to the Supplemental Benefit Plan on the first day of each quarter. I understand my first payment will be due on the first day of the quarter, following the first full quarter after the quarter in which I receive the loan proceeds, and that loan repayments must be made to the Supplemental Benefit Plan on an after-tax basis.

I understand that, as collateral security for the repayment of the loan, the Trustees will have a lien upon my Supplemental Benefit Plan Account Balance for the amount of any outstanding loan(s) and accrued interest, and in the event of default, the Trustees will have the right to enforce their lien upon my Account Balance for the amount of such outstanding loan(s) and accrued interest, plus any court costs and reasonable attorney's fees in any action to collect the debt, prior to any distribution from my Account Balance. Further, I understand

that if I fail to timely repay the loan and any accrued interest on a quarterly basis by the applicable due date and grace period, as set forth in the Loan Policy, I will be considered to be in default, at which time the entire outstanding loan balance and all accrued interest will become immediately due and payable without any demand or notice and subject to income tax (and penalty taxes, if applicable).

I understand that the loan and accrued interest are to be repaid entirely within a maximum of five (5) years from the date of making the loan, in quarterly installments.

I understand that my failure to repay the loan in accordance with the terms of the promissory note may result in my being unable to receive any further loans from the Supplemental Benefit Plan until proper repayment has been made. I agree to abide by the terms and conditions of the loan as set forth above and within the Plan documents, Loan Policy, and promissory note.

SECTION 3: DIRECT DEPOSIT INSTRUCTIONS FOR LOAN PAYMENT

Complete this section if you want to receive your loan payment by direct deposit.

The bank account listed below must be your personal account (i.e., not a business account) and must have an American Bankers Association (ABA) routing number.

Bank Name: _____

ABA Routing Number: _____

Account Number: _____

Please attach a voided check.

SECTION 4: IMPORTANT NOTICE REGARDING INCOME TAXES

In general, plan loans are not taxable. However, if you fail to timely repay the loan and any accrued interest by the applicable due date and your loan is defaulted, the entire outstanding loan balance and accrued interest will be “deemed” distributed, reported to the IRS on Form 1099-R and subject to income taxes, including an additional 10% penalty tax if you have not attained age 59½. In addition, if your Account Balance is reduced (i.e., “offset”) to repay any outstanding loan balance that was previously deemed distributed, the loan offset amount will be treated as an “actual” distribution to you at the time of the offset, but will not again be subject to income taxes or the penalty tax. Because it is treated as an actual distribution, the loan offset amount may be rolled over within 60 days of the offset (or if the loan offset is due to severance from employment, the due date, including extensions, for filing your Federal income tax return for the taxable year in which the offset occurs).

I hereby agree to the terms of the Loan Policy, this loan application, and attest that each of the statements made or selected above is true and correct.

Participant Name: _____

Participant Signature: _____

Date: _____

Return the Supplemental Plan Loan Application by one of the following methods:

1. By mail to **DGA-PPHP, Attn: Pension Dept, 5055 Wilshire Blvd, Ste 600, Los Angeles, CA 90036**; or
2. By email to **pension@dgaplans.org**; or
3. By fax to **(323) 866-2372**.

CERTIFICATION OF MARITAL STATUS FOR SINGLE PARTICIPANT ONLY

If your marital status is single, divorced, or widowed, complete this page.

1. My name is _____ ,

And I live at: _____

_____ .

2. I am a participant in the Directors Guild of America Producer Pension Plans Supplemental Benefit Plan ("Supplemental Benefit Plan").
3. I understand that under federal law and the rules of the Supplemental Benefit Plan, a spouse of a participant in the Supplemental Benefit Plan has certain rights and that a participant may not, without his or her spouse's written consent, withdraw funds from the participant's account from the Supplemental Benefit Plan, or make a loan against the participant's account. I understand that the Supplemental Benefit Plan will rely upon the accuracy of this certification concerning my marital status. I agree that, if any of the information set forth in this certification is inaccurate, I shall reimburse the Supplemental Benefit Plan for any loss the Supplemental Benefit Plan may suffer by acting in reliance upon such inaccurate information.
4. I hereby acknowledge and represent that I am not now married to any living person.
5. I hereby acknowledge and represent that:
- There are no qualified or pending domestic relations orders that may relate to the Supplemental Benefit Plan; or
 - I have submitted to the Supplemental Benefit Plan one or more qualified or pending domestic relations order(s) that may relate to the Supplemental Benefit Plan.

You must mark one of the options above.

Note: A qualified domestic relations order (QDRO) is a judgment, decree, or order for a retirement plan to pay child support, alimony, or marital property rights to a spouse, former spouse, child, or other dependents of a participant.

Participant Signature: _____

Date: _____

CERTIFICATION OF MARITAL STATUS FOR MARRIED PARTICIPANT ONLY

If your marital status is married, complete this page.

I, _____ (name of participant), am a participant in the Directors Guild of America Producer Pension Plans Supplemental Benefit Plan (“Supplemental Benefit Plan”).

I understand that under federal law and the rules of the Supplemental Benefit Plan, the spouse of a participant in the Supplemental Benefit Plan has certain rights and that I may not take a loan against my Account Balance without my spouse's written consent.

I hereby certify that the signature which appears upon the Spousal Consent on page 6 (required if the requested loan amount is \$5,000 or more) is the signature of _____ (name of participant’s spouse) who is my true and lawful spouse. I agree to reimburse the Supplemental Benefit Plan for any loss the Supplemental Benefit Plan may suffer in the event that this verification is inaccurate in any respect.

I understand that under federal law and the rules of the Supplemental Benefit Plan, the loan cannot be paid to me before the end of the 30-day period which began when this Consent was provided to my spouse and me, unless both my spouse and I consent to the loan being paid earlier, and the loan is not paid until at least 7 days after this Consent was provided.

I hereby consent to the payment of the loan before the end of the 30-day period.

I understand that any loan amounts not timely repaid may be subject to federal, state and local income taxes.

Participant Signature: _____

Date: _____

**If the requested loan amount is \$5,000 or more,
your spouse must complete the Spousal Consent on pages 5 and 6.**

SPOUSAL CONSENT TO PARTICIPANT'S LOAN

The spouse of a participant who requests a loan from his or her Supplemental Benefit Plan Account Balance must complete and sign this Consent, if the amount requested is \$5,000 or more.

I, _____ (name of spouse), hereby swear and certify that:

My name is _____.

And I live at: _____

I am married to: _____ (participant's name).

We were married on: _____ (date of marriage).

I understand that my spouse is a participant in the Directors Guild of America Producer Pension Plans Supplemental Benefit Plan ("Supplemental Benefit Plan").

I have been informed that my spouse's Account Balance under the Supplemental Benefit Plan is now approximately \$_____ **(write in participant's Supplemental Plan account balance)**.

I understand that my spouse has applied for a loan from his/her Account Balance in the amount of \$_____ **(write in requested loan amount)**.

I understand that if I do not consent to the loan, nor later consent to another form of payment for my spouse's benefits under the Supplemental Benefit Plan, that the amount my spouse would like to receive now as a loan, along with my spouse's other benefits in my spouse's Account Balance under the Supplemental Benefit Plan, would be paid as a monthly annuity for my spouse's life and, if my spouse dies before I do, with payments equal to 50% of the payments my spouse was receiving being paid to me for the rest of my life. This is called a Qualified Joint and Survivor Annuity or "QJSA." The amount of these QJSA payments will depend upon the amount in my spouse's Account Balance under the Supplemental Benefit Plan, less the amount of any outstanding loans (including accrued interest) against my spouse's Account Balance immediately prior to the start of distribution of my spouse's Account Balance benefits. I understand that this means that if my spouse takes a loan against the Account Balance and does not repay in full to the Supplemental Benefit Plan the amount of the loan and accrued interest immediately prior to the time my spouse begins to receive his/her Account Balance benefits, the amount of the monthly QJSA payment which would otherwise be payable to my spouse and/or me will be reduced or even entirely eliminated.

I also understand that if I do not consent to the loan, nor later consent (or have previously consented) to the designation of a beneficiary for all or part of my spouse's Account Balance benefits under the Supplemental Benefit Plan other than me, the amount that my spouse would like to receive now as a loan, along with my spouse's other benefits in his/her Account Balance under the Supplemental Benefit Plan, would be paid to me as a death benefit in the event my spouse dies before commencing payment and a death benefit is payable under the terms of the Supplemental Benefit Plan, with payments being in the form of a monthly annuity for the rest of my life or in some other form permitted under the Supplemental Benefit Plan which I might elect. I also understand that, because the loan is a lien against my spouse's Account Balance, any such lien will also reduce or eliminate the amount payable to me or, if I consent to the designation of a beneficiary for all or part of my spouse's benefits under the Supplemental Benefit Plan other than me, such beneficiary, in the event that my spouse dies before beginning to receive benefits from the Supplemental Benefit Plan. I understand that the

SPOUSAL CONSENT TO PARTICIPANT’S LOAN (CONTINUED)

amount of the reduction may be substantial, depending upon the amount of the loan, the accrued interest upon the loan, and the extent to which the loan has not been repaid prior to my spouse’s death.

30 DAYS TO CONSIDER: I understand that under federal law and the rules of the Supplemental Benefit Plan, I have at least 30 days from the date I receive this Consent to decide whether to consent to my spouse's loan. I understand that I may waive my right to the 30-day period by checking the appropriate box below, and if I do so, the loan may not be made earlier than 7 days after I receive this Consent form.

- I HEREBY WAIVE** my right to take the full 30 days to make my decision, **and I HEREBY CONSENT** to the loan before the end of the 30 days. I understand that I may revoke my waiver and consent at any time during the 7-day period which began when I received this notice.
- I do not wish to waive the 30-day waiting period and am returning this form after 30 days.

You must mark one of the options above.

As the legal spouse of the above-named participant, I have read and understand the information on this form. I HEREBY AGREE that the Supplemental Benefit Plan may make the loan to my spouse in the amount indicated above. I realize that by signing this Consent, I am waiving my statutory right under the Internal Revenue Code of 1986, as amended, to have my spouse receive benefits under the Supplemental Benefit Plan as a Qualified Joint and Survivor Annuity and my right to a 50% survivor annuity with respect to such benefits to the extent my spouse does not repay in full the amount of any outstanding loan and accrued interest prior to the commencement of distribution of my spouse’s Account Balance benefits under the Supplemental Benefit Plan in the form of a QJSA. Furthermore, by signing this Consent, I am waiving my statutory right to receive the amount of any outstanding loan (including accrued interest) as a death benefit in the form of an annuity or another permitted form that I may elect in the event my spouse dies before I do and prior to commencing to receive his annuity account benefits under the Supplemental Benefit Plan to the extent of the amount of outstanding loan and accrued interest at the time of my spouse’s death. I understand that I do not have to sign this agreement. I am signing this agreement voluntarily.

Signature of Spouse Date

IF WITNESSED BY A NOTARY:

State of _____)
) ss:
 County of _____)

On the _____ day of _____, 20_____, before me personally appeared _____, personally known to me on the basis of satisfactory evidence, to be the person who executed the foregoing Consent as the spouse of _____ who acknowledged to me that he/she executed same, and being duly sworn by me, made oath that the statements in the foregoing Consent are true to the best of his/her knowledge and belief.

NOTARY PUBLIC

Signature _____

Place Notary Seal Above