

# Police and Fire Retirement System of the City of Detroit Annuity Savings Fund (AKA 1974 Defined Contribution Plan) LOAN APPLICATION

## INSTRUCTIONS

1. Participant must Complete Sections 1, 2 and 3.
2. Participant must Review Loan Provision Agreement in Section 4, then Sign and Date.
3. Return the completed application along with a copy of a valid driver's license or other state issued I.D. card to one of the following First Independence Bank ("FIB") branch locations in person, or by **email or telefax** (see Section 4, Item 15). Also, please mark the box of the FIB at which you wish to close your loan.

Main Office Branch  
7310 Woodward Ave. #101   
Detroit, MI 48202

Garfield Branch  
38880 Garfield Rd.   
Clinton Twp., MI. 48038

Seven Mile Branch  
7020 W. Seven Mile   
Detroit, MI. 48221

4. For questions about completing or submitting this application form, please call (313)256-8434.

## SECTION 1: PARTICIPANT INFORMATION

Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address (Street, City, State, Zip): \_\_\_\_\_  
\_\_\_\_\_

Phone Number: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Email Address: \_\_\_\_\_

YES  NO I currently have an outstanding loan with the Plan

I am  I am not subject to an Eligible Domestic Relations Order ("EDRO) or a Qualified Domestic Relations Order ("QDRO")

## SECTION 2: LOAN AMOUNT REQUESTED – \$15,000 MAXIMUM INCLUSIVE OF ALL OUTSTANDING LOANS

(Minimum \$1,000 & a maximum of 50% of the Annuity Savings Fund account value or \$15,000, whichever is less, for all outstanding loans)

I request a loan amount of \$ \_\_\_\_\_ minus a \$75.00 origination fee= \_\_\_\_\_  
Participant's Initials \_\_\_\_\_

I request a loan in the maximum amount permitted by the Plan minus a \$75.00 origination fee.  
Participant's Initials \_\_\_\_\_

## SECTION 3: LOAN TERMS

YES  NO I intend to use the loan proceeds to purchase or construct my primary residence. (If you check "Yes" you are requesting a Residential Loan. If you check "No" or you fail to check either box, you are requesting a General Purpose Loan.)

Residential Loan: If you checked "YES", indicate your requested Loan Repayment Period: \_\_\_\_\_ year(s) / \_\_\_\_\_ months  
(NOTE: the maximum repayment period for a Residential Loan is 15 years. Failure to request a shorter repayment period shall result in a 15-year repayment period being selected.)

OR

General Purpose Loan: If you checked "NO", indicate your requested Loan Repayment Period \_\_\_\_\_ year(s) / \_\_\_\_\_ months. (NOTE: the maximum repayment period for a General Purpose Loan is 5 years. Failure to request a shorter repayment period shall result in a 5-year repayment period being selected.)

# **Police and Fire Retirement System of the City of Detroit Annuity Savings Fund (AKA 1974 Defined Contribution Plan) LOAN APPLICATION**

## **SECTION 4: Loan Provision Agreement**

### **I Understand And Agree To The Following Loan Provisions:**

1. Only members who are active, separated, duty disabled or retired participants are eligible to apply for a 1974 Defined Contribution Plan loan if their 1974 Defined Contribution Plan monies are unencumbered. Non-duty disability participants, retirees or Deferred Retirement Option Program ("DROP") participants who annuitized their 1974 Defined Contribution Plan monies are all ineligible.
2. I may only have two outstanding loans at a time. There is a 60-day waiting period upon payoff of a loan prior to applying for a new loan.
3. I must sign a promissory note at First Independence Bank before the loan amount will be issued. Funds borrowed from the Plan are not treated as a Plan distribution, provided they are repaid in accordance with the terms of the Plan and note.
4. My remaining account balance in the 1974 Defined Contribution Plan after the loan proceeds have been withdrawn will serve as security interest (subject to applicable law) for any unpaid loan administration and/or fees associated with my loan.
5. The loan interest rate will be fixed at prime rate plus 1% plus 1% for the administration of the loan. Interest paid on the Plan loan is not deductible for tax purposes in accordance with federal tax law, regardless of the purpose of the loan.
6. A loan origination fee of \$75.00 will be deducted from the loan proceeds for each loan application. A \$2.50 per payment processing fee will be added to each loan repayment amount to cover the loan processing fees. Also, a \$.30 payroll withholding fee is charged by the City's payroll department to handle each loan deduction, for a total fee of \$2.80 per payroll period. A fee of \$3.50 per transaction will be assessed for each loan payment made over-the-counter ("OTC").
7. Loan payments will be made through regular payroll deductions, on a minimum bi-weekly or semi-monthly basis for active employees. Loan payments will be made OTC at First Independence Bank on a minimum bi-weekly or semi-monthly basis for separated or non-active employees. The payroll deduction cannot be less than \$20.00 for any two-week period. The minimum payment will be required for all over the counter payments as well. I may increase my payroll deduction to pay-off the loan early. If I choose, I may elect to fully payoff my loan at any time with a certified check or money order made payable to the First Independence Bank indicating the 1974 Defined Contribution Plan. I should contact the Bank prior to submitting any full prepayment to confirm the current amount due.
8. A residential loan can be used only for the purchase or construction of a primary residence. Proof of purchase or a construction agreement is required to be included with this application. The documentation provided must be from a third party, be a signed copy of either the home purchase contract or settlement sheet or for new construction, a home construction contract. The documentation must show me as the borrower or co-borrower, detail the purchase or construction price, list the address of the residence purchased or constructed and bear an executed date no earlier than 45 days for a purchase of a residence and 180 days for a new construction, from the closing date of the loan. Refinanced or home equity loans do not qualify for the provisions of this Plan.
9. My loan shall be delinquent if any loan payment is not made on the due date. Upon delinquency, the Bank will send me a loan "Late Letter" notifying me of the delinquency and how to avoid default status. To avoid the loan being placed in default status, I must submit the amount due, via a certified check or money order, directly to the Bank within the period stated in the loan "Late Letter". If I do not remit the loan payment by the due date identified in the loan "Late Letter", the loan is deemed defaulted and I will receive a loan "Default Letter". As a result the following will occur: i) The entire outstanding balance will be a taxable distribution and reported on Form 1099-R and I will be subject to income taxes and may be subject to a penalty for premature withdrawal; ii) The defaulted loan will continue to accrue interest until the loan is fully repaid or I experience a distributable event; iii) I will be precluded from applying for future loans from the 1974 Defined Contribution Plan even if the defaulted loan is repaid. If my employment status or position changes, I must notify First Independence Bank. If my employment is terminated, I must notify First Independence Bank.

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**SECTION 4: Loan Provision Agreement - Continued**

**I Understand And Also Agree To The Following Loan Provisions:**

10. If I default on one of my outstanding loans, it will not necessarily constitute a default on my second loan. I may continue to make loan payments on any other outstanding Plan loan either via payroll deductions or with a certified check or money order made payable to First Independence Bank indicating the 1974 Defined Contribution Plan at a Bank branch.
11. If I take a leave of absence from the City without pay for a period of greater than one month, but not exceeding one year, I may request that my loan repayments be suspended during the leave through the submission of an "Employee Status Change Form". If I fail to pay all delinquent payments owed on my loan(s) prior to the date of my approved leave it will result in a delinquency and possibly a default of my loan(s) in accordance with IRS provisions. Interest will continue to accrue during the suspension period. I must complete another "Employee Status Change Form" when returning to work and resume the payroll deductions. If I take a leave of absence without pay for a period of one year or greater, I must continue to make my loan payments in accordance with the original loan repayment schedule and submit the certified check or money order directly to the Bank. Failure to submit an "Employee Status Change Form" may result in a loan default.
12. If I take a leave of absence from the City because of military service and I do not receive a distribution from my account, such period of absence shall not be taken into account as part of the loan period even if the length of military service is greater than the original term of the loan. Upon completion of military service, the loan shall be recalculated and repaid over the original term of the loan. Also, during the absence for military service, the rate of interest shall not be greater than 6% compounded annually. I must complete and submit an "Employee Status Change Form" both prior to the commencement of my military leave and upon my return.
13. I am required to repay my loan in full. While I am an active City employee, my repayments will be deducted from my paycheck on a bi-weekly basis, beginning shortly after I receive the loan proceeds. While I am not an active City employee, I must make equivalent over the counter ("OTC") payments to First Independence Bank and I must remain current with those OTC payments just as I would have to stay current if I were active and paying through payroll deductions. OTC payments must be in the form of certified check or money order made payable to First Independence Bank and cannot be less than \$20.00 for any two-week period.
14. I will have 30 business days after my loan is approved to close the loan. I acknowledge that, if I do not close the loan within 30 days of its approval, I may lose interest on annuity funds in my account and I will have to re-apply for the loan.
15. To apply for a Plan loan, I must complete this application form and submit it to First Independence Bank. I may submit my completed application, along with a copy of a valid driver's license or state issued I.D. card, at any of the above-listed First Independence Bank branch offices, by telefax to (586) 329-7260, or by email to PFRSLoans@FirstIndependence.com. **I acknowledge and agree that email and telefax transmissions, even if a secure telephone line is used, are not secure or confidential, are subject to corruption, interception, misdirection, unauthorized amendment, unauthorized forwarding, viruses and delays. I agree that First Independence Bank cannot be and shall not be responsible for any corruption, interception, misdirection, unauthorized amendment, unauthorized forwarding, viruses or delay incurred to your application, nor for the completeness or timeliness of my application, if I choose to deliver it to First Independence Bank by email or telefax transmission.**

I agree to comply with the terms and conditions of the Plan. These terms and conditions are in accordance with federal guidelines. Should I fail to make the required repayments, the unpaid balance will be considered a distribution from my retirement account subject to the distribution rules under Section 72(p) of the Internal Revenue Code. I certify that I am an active participant in the 1974 Defined Contribution Plan. I accept full responsibility for the completeness, accuracy and use of information contained in this application whether delivered in person, by telefax or by email transmission.

**Participant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_