



# Invesco Solo 401(k)<sup>®</sup> and 403(b)(7) Loan Application and Agreement

Use this form to request a loan from an Invesco Solo 401(k) or 403(b)(7) plan in accordance with the attached Loan Policy and Procedures. We recommend that you speak with a tax or financial professional regarding the consequences of this transaction.

- Do not use this form to update loan repayments on an existing loan. Please submit the Invesco Solo 401(k) and 403(b)(7) Loan Repayment Change Form.
- 403(b)(7) accounts held at Invesco prior to 2018 are not eligible for loans under the custodial agreement.
- This application serves as the promissory note and security agreement for the loan. A copy of this application and the attached Loan Policy and Procedures should be maintained by the Solo 401(k)/403(b) Employer/Plan Administrator or 403(b)(7) third party administrator (TPA) for the Plan's records.
- The Solo 401(k)/403(b) Employer/Plan Administrator or 403(b)(7) TPA is responsible for the review and approval of this Application and Agreement, and must sign in section 9. Any omission may delay the handling of this request.

*\*Required*

PLEASE USE BLUE OR BLACK INK

PLEASE PRINT CLEARLY IN BLOCK CAPITAL LETTERS

## 1 | Participant and Plan Information

Type of Plan (Select one.):  Solo 401(k)     403(b)(7)

Social Security Number\*

Invesco Account Number or Plan ID

Participant's Full Name (Please print name as it appears on account.)

Email Address

Plan Name

Plan Contact's Name

## 2 | Contact Preference

In some cases, Invesco will attempt to contact you for more information or to resolve any discrepancies that may be present with your request. The preferred method you provide below will be used for this request only and will not be added to your account for future contact.

Please provide your preferred method of contact (Select One.)

Please contact my financial professional on record.

Please contact me at  -  -

## 3 | Loan Request Information (Complete all sections.)

### Important Note

- Invesco Investment Services, Inc. (IIS) may delay the payment of a new loan if a previous loan was just paid off by check or Automated Clearing House (ACH) for a period of up to ten (10) days in order to enable IIS to confirm that the check or draft has cleared.
- Review the Loan Policy and Procedures accompanying this form for information regarding eligibility, interest rate, terms, expenses, and other information.
- A \$75 loan application fee will be deducted from your account at the time the loan is funded.

Loan Request Information section continues on the next page.



**A. Loan Amount:** *(Select one.)*

- Specific dollar amount \$   ,    .   *(minimum \$1,000)*
- Maximum amount available.

**B. Loan Type and Repayments:** *(Select one.)*

Please select a loan type and enter the total number of repayments. Participants are permitted to have one general purpose loan and one mortgage loan for a primary residence at any given time.

- General Purpose:   months (may not exceed 60 months)
- Primary Residence:    months (may not exceed 360 months)

**C. Loan Distribution Allocation** *(Select one.)*

If I do not provide allocation instructions for the loan distribution, I direct IIS to distribute using the proportionate method.

- Proportionate:** Shares will be distributed from each fund proportionate to that fund's value with respect to the total value of your account on the day IIS received your request in good order.
- Distribute from Specific Fund(s):** Please indicate the fund(s) and loan distribution amounts below.

Fund Number	Fund Name	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<b>Total percentage must equal 100%</b>		<b>TOTAL</b> <input type="text"/> <input type="text"/> <input type="text"/> %

**4 | Loan Proceeds Delivery Options** *(Refer to section 7 to determine if a signature guarantee is required.)*

**Note:** If no option is selected OR the option selected requires a signature guarantee and a guarantee is not provided in section 7, then IIS will send a check payable to the participant and mail to the participant's address of record. U.S. Postal Service will not forward checks to a forwarding address.

Select only one payment option A or B.

**A. Deliver Loan Proceeds By Check:**

- Make check payable to the participant and mail to the participant's address of record.
- Make check payable to the participant and mail to a third party address. *(signature or medallion guarantee required)*

Mailing Address

City

State

ZIP

**B. Deliver Loan Proceeds to My Bank Account:** *(If banking information is provided and a single delivery option is not selected, proceeds will be sent via Automated Clearing House (ACH).)*

Select one.

- Wire proceeds to my bank account. *(An incoming wire fee may be assessed by your financial institution.)*
- ACH transfer to my bank account. *(Allow 2-3 business days to receive your proceeds.)*

**Bank Account Information**

- Notarized signature(s) of bank account owner(s) is required in section 8 if the Invesco account owner is not listed in the bank account registration.
- Temporary or starter checks are not acceptable.
- If a voided company or corporate check is provided and the name of the bank account is different than the plan name, then a letter from that financial institution verifying the authorized signers must be included.
- Bank account information used for making plan contributions cannot be used to receive wire or ACH proceeds from a participant account.

Please check the box below if the bank account information provided for your loan proceeds should also be used for your loan repayments. Otherwise, provide a different bank account information for your loan repayment in section 5B.

- Use this bank account information for my loan repayments.

Account Type:  Checking  Savings

*Non-bank accounts (e.g., Cash App, Venmo), pre-paid debit cards, investment accounts, etc. are not accepted.*

Name(s) on Bank Account	
<input style="width: 100%;" type="text"/>	
<input style="width: 100%;" type="text"/>	
<b>Complete <u>all</u> fields or attach your voided check here</b>	
Bank Name	
<input style="width: 100%;" type="text"/>	
Routing Number	Account Number
<input style="width: 50%;" type="text"/>	<input style="width: 50%;" type="text"/>

**5 | Loan Repayment Instructions** *(Required. Complete A and B, if applicable.)*

Please provide loan repayment allocation instructions and bank account information, if different from bank account for loan proceeds.

**Important:** Invesco may cancel the systematic loan repayment plan and cease future drafts if Invesco receives notice of:

- A single dishonored draft due to the following reasons or similar circumstances: “Bank account closed”, “Payment stopped”, “Bank account frozen”, or “Unable to locate account”.
- Two consecutive dishonored drafts due to “Insufficient funds” or “Uncollected shares”.

**A. Loan Repayment Allocation**

If I do not provide a repayment allocation instruction below, I direct IIS to reinvest the repayments in accordance with my current investment allocation instructions on file. Furthermore, I understand that IIS will reinvest my repayments at net asset value (NAV).

*Loan Repayment Instructions section continues on the next page.*

Select one.

- My loan repayments are to be invested in accordance with my current investment allocations on file with IIS.
- My loan repayments are to be invested in accordance with the following investment allocation instructions:

Fund Number	Fund Name	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> %
<b>Total percentage must equal 100%</b>		<b>TOTAL</b> <input type="text"/> <input type="text"/> <input type="text"/> %

**B. Bank Account Information**

Bank account instructions provided for your loan proceed in section 4 will be used for your loan repayment unless you provide a different bank account information below.

- Notarized Signature(s) of bank account owner(s) is required in section 8 if the Invesco account owner is not listed in the bank registration.
- Temporary or starter checks are not acceptable.
- If a voided company or corporate check is provided and the name of the bank account is different than the plan name, then a letter from that financial institution verifying the authorized signers must be included.

Account Type:  Checking  Savings

*Non-bank accounts (e.g., Cash App, Venmo), pre-paid debit cards, investment accounts, etc. are not accepted.*

Name(s) on Bank Account

**Complete all fields or attach your voided check here**

Bank Name

Routing Number  Account Number

**6 | Marital Status of Participant (If applicable.)**

**Note:** Check with your Employer/Plan Administrator or 403(b)(7) TPA to determine if this section is required.

The participant's marital status is:  Single  Married

Spouse's Name

I, the undersigned spouse of the participant, have read the Invesco Solo 401(k) and 403(b)(7) Loan Application and Agreement, and consent to distribution of my spouse's benefits under the plan in the form requested. I have signed this consent freely and voluntarily.

Spouse's Signature

Date (mm/dd/yyyy)

/  /

**7 | Loan Promissory Note and Agreement Signatures (Required)****Participant Authorization:**

I authorize IIS to issue a loan distribution and setup a loan in my account based upon the information provided above and deduct the loan application fee as described in section 3.

FOR THE VALUE RECEIVED, I hereby promise to pay the principal amount requested in section 3, plus interest at the Wall Street Journal Prime Rate plus 1% per annum on the day before the good order request is received by IIS. The unpaid principal balance is subject to the following conditions:

1. The principal and interest shall be paid in consecutive, equal installments of principal and interest on, or about, the twenty fifth (25th) day of each month beginning the month following the issuance of the loan distribution and continuing until paid in full.
2. I authorize IIS to initiate drafts via ACH from the bank account identified in section 5. I understand that all purchases of fund shares pursuant to these instructions are subject to the terms of the prospectus(es) of the applicable Funds. I agree that the rights of IIS with respect to each draft shall be the same as if it were drawn directly by the bank account owner, as applicable. I agree that, should any draft be dishonored, with or without cause, intentionally or inadvertently, IIS shall have no liability whatsoever with respect to any order for the purchase of Funds shares which were to have been settled via such draft and IIS may cancel the systematic loan repayment plan at its discretion due to a dishonored draft. I further agree that IIS may delay the payment of redemption proceeds with respect to Fund shares purchased via such a draft for a period of up to ten (10) days in order to enable IIS to confirm that the draft has cleared. This authorization shall remain in full force and effect and IIS may continue to honor instructions to draft the referenced account until notification revoking this authority is provided by providing replacement bank instructions or IIS cancels the systematic loan repayment plan due to dishonored drafts. If the systematic loan repayment plan is canceled due to dishonored drafts, it is the participant's responsibility to provide replacement bank instructions to resume the repayment plan. Notice should be provided to Invesco's Client Services in writing to: IIS, PO Box 219078, Kansas City, MO 64121.
3. Repayments on this promissory note shall be made via ACH on a recurring, monthly basis. IIS reserves the right to restrict or reject future loan availability due to failure to maintain a systematic loan repayment plan via ACH or loan repayments made by any other method.
4. All payments on this promissory note shall be applied first to the payment of interest due and second to the unpaid principal amount.
5. This agreement is being made pursuant to and shall be governed by the terms of the Plan and the written Plan Loan Policy and Procedures accompanying this application.
6. The outstanding loan amount including any unpaid interest due on this loan may be prepaid in full or in part at any time without incurring a prepayment penalty or charge. Partial prepayments will be credited to principal and interest, and installments shall continue as scheduled. In the event of a partial prepayment, no reamortization of the loan will occur.
7. Notwithstanding any provision of this Agreement to the contrary, the unpaid balance of principal and interest of this Agreement shall become immediately due and payable by the term identified in section 3.
8. In order to secure the prompt repayment of this loan when it is due, either at its stated maturity date or by acceleration as a result of a default of the loan, the Participant hereby pledges and grants a security interest (collateral) in his or her account balance, including accruals and earnings. The Plan's security interest in the Participant's available account balance shall at all times be equal to 100% of the outstanding principal balance of the loan plus accrued interest. While a loan balance is outstanding, the Plan's security interest may limit amounts available for future distributions. Upon repayment in full of the loan, the Plan's security interest shall terminate without necessity of further authorization, approval, confirmation or consent.
9. In the event the Participant does not make a loan repayment, the Participant will have until the end of the calendar quarter following the calendar quarter in which the loan repayment was due (Cure Period) to make up the missed repayment(s). If the Participant fails to make up the missed repayment(s) by the end of the Cure Period or fails to pay off the loan in full by the maturity date, the defaulted loan amount (outstanding principal plus interest) will be reported on IRS Form 1099-R as a deemed distribution for the tax year in which the Cure Period ends.
10. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the state of Texas to the extent not preempted by applicable federal law.
11. I assume responsibility for all tax consequences resulting from this transaction. IIS assumes no responsibility for tax consequences resulting from this transaction. I understand that if a loan when made satisfies the requirements of Section 72(p) of the Internal Revenue Code, but there is an expressed or tacit understanding that the loan will not be repaid or, for any reason, the transaction does not create a debtor-creditor relationship or is otherwise not a bona fide loan, then the loan is treated as an actual distribution from the outset.
12. The undersigned assigns to the Trustee/Custodian of the Plan, as collateral to secure the payment of principal and interest due under this Agreement his or her entire right, title and interest in and to such Plan not to exceed the security limitations. Furthermore, IIS will assist the Employer/Plan Administrator and Trustee/Custodian in providing for the adequate securitization of a loan at such time the Participant requests any future distributions from the plan, by maintaining in the Participant's account an available balance that is equal to the outstanding loan balance, until such time as the loan is paid or deemed a distribution, or if the Plan is terminated by the Employer/Plan Administrator.

*Loan Promissory Note and Agreement Signatures section continues on the next page.*

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER** (Substitute Form W-9)

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number, **and**
- 2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- 3. I am a U.S. person (including a U.S. resident alien), **and**
- 4. The requirement to provide FATCA exemption codes does not apply.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

In consideration of IIS acting on instructions and processing transactions as described above, I agree to indemnify and hold harmless IIS, its parents, affiliates, each of their respective employees, officers, trustees, directors, successors, assigns, and each of the Invesco Funds from and against any and all actions, suits, claims, costs, losses, liabilities, damages and expenses of any kind or character that may be incurred directly or indirectly as a result of your actions taken in accordance with the instructions and other provisions set forth herein.

Participant's Signature\*

Date (mm/dd/yyyy)

**X**

/  /

A signature guarantee for the Participant is required under the following circumstances:

- Loan proceeds to be sent somewhere other than the address of record or bank of record on the account.
- Loan proceeds will be sent to an address or bank of record that has been on your Invesco account for less than 15 days.

**Signature Guarantee:**

(Please place signature guarantee stamp below.)

Each signature must be guaranteed by a bank, broker-dealer, savings and loan association, credit union, national securities exchange or any other "eligible guarantor institution" as defined in rules adopted by the Securities and Exchange Commission. Signatures may also be guaranteed with a medallion stamp of the STAMP program or the NYSE Medallion Signature Program, provided that the amount of the transaction does not exceed the relevant surety coverage of the medallion. **A signature guarantee may NOT be obtained through a notary public.**

**Note:** Endorsement guarantee is not acceptable.

**Important: Notarized Invesco account owner signature is required if adding bank instructions when the Invesco account owner is not listed in the bank account registration. Notarized signature of bank account owner(s) is also required in section 8.**

**Note:** If a signature guarantee was provided above, then a notarized signature is not required for the Invesco account owner.

Participant's Signature

Date (mm/dd/yyyy)

**X** \_\_\_\_\_

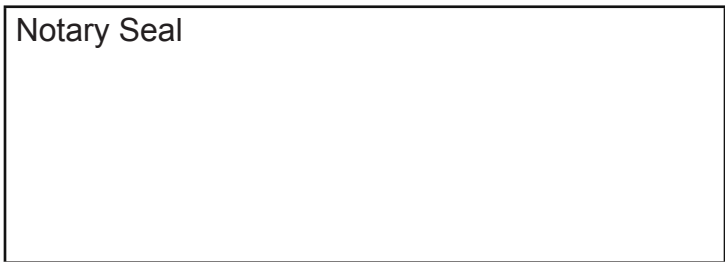
□□ / □□ / □□□□

**Certification of Acknowledgement of Notary Public:**

State of \_\_\_\_\_, in the County of \_\_\_\_\_ Subscribed and sworn before me by the above-named individual who is personally known to me or who has produced (type of identification) \_\_\_\_\_ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on (Date – mm/dd/yyyy) \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**8 | Notarized Signature of Bank Account Owner(s)**

**Note:** Notarized signatures of bank account owner(s) is required if different from the Invesco account registration.

By signing this form and providing bank instructions, I understand and acknowledge that:

- IIS may debit my bank account for ACH drafts paid to the Invesco account.
- IIS may accept written instructions to remit redemption proceeds to this bank account.
- This authorization will remain in full force and effect, and IIS may continue to honor instructions to draft this bank account until written notice from the Invesco account owner is provided revoking this authority by providing replacement bank instructions.

Signature of Bank Account Owner

Date (mm/dd/yyyy)

**X** \_\_\_\_\_

□□ / □□ / □□□□

**Certification of Acknowledgement of Notary Public:**

State of \_\_\_\_\_, in the County of \_\_\_\_\_ Subscribed and sworn before me by the above-named individual who is personally known to me or who has produced (type of identification) \_\_\_\_\_ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on (Date – mm/dd/yyyy) \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



PLEASE USE BLUE OR BLACK INK

PLEASE PRINT CLEARLY IN BLOCK CAPITAL LETTERS

**9 | Solo 401(k)/403(b) Employer/Plan Administrator or 403(b) Third Party Administrator Authorization**

By signing below, I acknowledge that it is solely my responsibility, as Plan Administrator of the Plan, to administer any loan program in accordance with the terms of the applicable Plan documents. I further acknowledge that IIS undertakes no responsibility to advise the Plan with regard to the administration of any such loan program. I submit this request to IIS to issue a loan distribution and establish a loan in the Participant's account based upon the information provided above and deduct the loan application fee as described in section 3.

Solo 401(k)/403(b) Employer/Plan Administrator or 403(b) Third Party Administrator Signature\*

X

Name (Please print)

Date (mm/dd/yyyy)

/ /

Title

Solo 401(k)/403(b) Employer/Plan Administrator or 403(b) Third Party Administrator Signature\*

X

Name (Please print)

Date (mm/dd/yyyy)

/ /

Title

**10 | Checklist and Mailing Instructions**

Please review checklist before submitting the form.

- A loan type, repayment schedule, and loan distribution allocation instructions was provided in section 3.
- Bank account for repayment was provided in section 4 or 5, as applicable.
- Loan repayment allocation instruction was provided in section 5.
- Participant signature was guaranteed or notarized, as applicable, in section 7.
- Notarized bank account owner(s) signature was provided in section 8, if applicable.
- The Employer/Plan Administrator or TPA signed in section 9.

Please send completed and signed form to:

**(Direct Mail)**

Invesco Investment Services, Inc.  
P.O. Box 219078  
Kansas City, MO 64121-9078

**(Overnight Mail)**

Invesco Investment Services, Inc.  
801 Pennsylvania Ave  
Suite 219078  
Kansas City, MO 64105-1307

**For additional assistance please contact an Invesco Client Services representative at 800 959 4246, weekdays, 7 a.m. to 6 p.m. Central Time.**



**Invesco**

# Invesco Solo 401(k)<sup>®</sup> and 403(b)(7) Loan Policy and Procedures

Invesco Solo 401(k)<sup>®</sup> account owners are able to borrow from their Plan assets in accordance with the following Loan Policy and Procedures, provided that the Plan's Adoption Agreement allows participant loans.

Invesco 403(b)(7) account owners are able to borrow from their Plan assets in accordance with the following Loan Policy and Procedures, if allowed under the governing 403(b)(7) custodial account agreement and the Employer's 403(b) plan document. 403(b)(7) accounts held at Invesco prior to 2018 are not eligible for loans.

## 1 | Eligibility for Loans

Loans will be made to all eligible Participants and beneficiaries on a reasonably equivalent basis. Each person who is a party-in-interest with respect to the Plan and Trust as defined in §3(14) of ERISA is eligible to receive a loan if the employer's Plan permits loans and any of the following conditions are met:

- You are a former or active participant in the Plan.
- You are a beneficiary of a participant in the Plan.
- You have not met eligibility requirements to contribute to the Plan but have eligible transfer and/or rollover accounts.

Loans will be made without regard to race, color, religion, gender, age, or national origin.

Participants are permitted to have one general purpose loan and one mortgage loan for a primary residence at any given time.

If the Participant previously defaulted on a loan within this employer's Plan at Invesco, interest will continue to accrue on the outstanding balance of the defaulted loan. The Participant will be ineligible to take a new loan until the defaulted loan amount plus accrued interest is repaid.

## 2 | Loan Application Procedure

Any eligible Participant in the Plan, as outlined above, may apply for a loan by completing the Invesco Solo 401(k) and 403(b)(7) Loan Application and Agreement (Application). Prior to submitting the Application to Invesco Investment Services, Inc. (IIS), the Employer/Plan Administrator or 403(b)(7) third party administrator (TPA) must review the Application and determine whether the Participant satisfies the loan eligibility criteria.

If the Participant meets the criteria, the Employer/Plan Administrator or 403(b)(7) TPA will acknowledge approval of the loan by signing the Application and remitting it to IIS to request the loan distribution. If the criteria are not met, the loan will be denied and the Employer/Plan Administrator or 403(b)(7) TPA will notify the Participant in writing of the denial and the reasons for such denial. The Employer/Plan Administrator or 403(b)(7) TPA must keep copies of all documentation regarding the loan for their records.

Loan requests will be processed the same day a good order Application is received by IIS and the proceeds will be delivered as requested the following business day. A Participant must wait up to ten (10) days after purchases of any kind are made in the Invesco account before submitting an Application for a loan to ensure the funds have been collected.

## 3 | Loan Terms

**Minimum Amount:** The minimum amount for each loan is \$1,000.

**Maximum Amount:** A Participant may borrow the lesser of:

- \$50,000 reduced by the highest outstanding loan balance of all loans in the 12-month period ending the day before the loan is made.
- 50% of the current account balance.

IIS can only calculate a maximum loan amount using the account value for assets held at Invesco.

**Maximum Term:** Generally loans from this Plan must be paid within 5 years. However, a longer term is permitted if the loan is made to acquire the Participant's principal residence. In such a case the loan must be paid within 30 years.

**Repayments:** Loan repayments must be made in monthly level amortized payments, and must be drafted directly from the Participant's bank account via Automated Clearing House (ACH). Repayments are generally due and scheduled to draft on or around the 25th day of each month. IIS may cancel the systematic loan repayment plan at its discretion due to a dishonored draft. If the systematic loan repayment plan is canceled due to a dishonored draft, it is the participant's responsibility to provide replacement bank instructions to resume the repayment plan.

If the Participant does not timely make a loan repayment, the Participant will have until the end of the calendar quarter following the calendar quarter in which the loan repayment was due (Cure Period) to make up the missed repayment. The participant may defer a single monthly loan repayment upon request no more than once per calendar quarter, provided that IIS determines the loan is otherwise in good standing (i.e., no outstanding missed loan repayments). Only one payment may be deferred at a time, and the payment deferral request must be made via phone or received in writing to IIS at least four business days prior to the scheduled ACH draft date for the repayment. The deferred loan repayment must be received by IIS before the end of the Cure Period, as defined above.

The loan may be prepaid in full without penalty at any time. Partial prepayments are also acceptable. Partial prepayments will be credited to principal and interest, and installments shall continue as scheduled. In the event of a partial prepayment, no reamortization of the loan shall occur.

**Security for Loan:** As security (collateral) for the payment of the loan note, the Participant grants a security interest in the Participant's available account balance, equal to the outstanding principal balance of the loan. The signed Application will serve as the promissory note, and is incorporated by reference into this Loan Policy and Procedures. While a loan balance is outstanding, the Plan's security interest may limit amounts available for future distributions.

## 4 | Defaulting on Loans

The Participant will default on the loan if either of the following occurs:

- The Participant fails to make up a missed or deferred loan repayment by the end of the Cure Period, as defined above, OR
- The Participant does not pay off the loan in full by the maturity date.

The defaulted loan amount (outstanding principal plus interest) will be reported on IRS Form 1099-R as a deemed distribution for the tax year in which the Cure Period ends. The Participant may be subject to taxes and premature withdrawal penalties.

## 5 | Determining the Loan's Interest Rate

The interest rate to be paid by a Participant on a loan must be "reasonable" which is defined to be a rate commensurate with the interest rate charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate paid by the Participants on the loan is the prime interest rate published in the Wall Street Journal on the first business day of the month plus 1%. The interest rate will be compounded monthly.

The loan's interest rate will be fixed for the life of the loan. All interest paid is reinvested in the Participant's Plan assets.

## 6 | Miscellaneous

**Loan Expenses:** A \$75 loan application fee will be deducted from the account at the time of the loan distribution, proportionately across the distributed funds. This fee cannot be paid any other way.

**Death of Borrower:** In the event the Participant dies, unless otherwise directed in writing by the Participant, the loan note shall be treated as an asset of the plan. A Beneficiary shall therefore be responsible for the remaining loan repayments, and shall be treated as the Participant under these same Loan Policy and Procedures. The Beneficiary may disclaim the portion of the assets attributable to the loan by providing a Qualified Disclaimer described in Section 2518 of the Internal Revenue Code. In such case, the loan or any portion of the loan disclaimed will be treated as an asset of the participant's estate.

**Divorce:** In all situations involving divorce, the Participant is responsible for continuing loan repayments in accordance with the terms of the Loan Promissory Note and Agreement.

If Plan assets are to be divided pursuant to a properly executed Qualified Domestic Relations Order (QDRO), the Participant must clearly identify the amount the alternate payee is entitled to receive on the distribution form, including any outstanding loan amount to be transferred. Invesco will not accept or interpret a QDRO.

**Refinancing of Loans:** Loans from this Plan are not permitted to be refinanced.

**Loan Transfers:** IIS does not accept incoming transfers of loans held with another investment provider into the Invesco Solo 401(k) or 403(b)(7) Plan.

The Employer/Plan Administrator or 403(b) TPA may authorize the transfer of a loan to a new custodian if the loan is in good standing. The accepting custodian must acknowledge the acceptance of the loan obligation to IIS in writing. IIS will provide the accepting custodian with details of the loan upon request from the Employer/Plan Administrator or 403(b) TPA. After the loan is transferred, IIS will no longer provide record keeping services for the loan.

**Plan Termination:** Your loan must be paid in full or offset upon termination of your employer's Plan. If opting to offset your loan, the offset amount will be subject to mandatory 20% withholding, unless rolled over.

**Suspension of Loan Repayments:** During periods of military service or a participant's leave of absence, loan repayments will not be suspended under this plan.