

GOVERNMENTAL PLANS

457(b) PLAN

PARTICIPANT LOAN ADMINISTRATIVE PROCEDURES

Nationwide Retirement Solutions, Inc. ("NRS") agrees to administer loans in accordance with the terms of these Participant Loan Administrative Procedures as approved by the Sponsor of the Plan. The Sponsor is encouraged to consult with its legal advisors in determining whether the procedures identified herein are appropriate for its Plan.

The Sponsor acknowledges that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain a successful and compliant loan program. In such a case, NRS will provide the Sponsor with timely notice of such changes as they become necessary.

The following administrative procedures shall govern participant loans offered in the Sponsor's 457(b) Plan:

- 1. Loan Administration.** Sponsor delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to Sponsor. In the event that the Sponsor does not object to any modifications within 30 days of notification, NRS will begin to operate the loan program according to the modifications.
- 2. Loan Eligibility.** Any Plan participant who has an employee status of Permanent full-time, Permanent part-time, Extra Help or Seasonal, is eligible for a loan from the Plan. Plan participants who are either retired or terminated may continue to repay a loan in existence at the time of separation from service, but may not initiate a new loan thereafter. In the event that a retired or terminated Plan participant wishes to continue repaying a loan that was previously repaid through payroll deduction, it shall be required that the participant change the repayment method to electronic debiting from a bank account and furnish the information and authorization necessary to effectuate the foregoing repayments. Each participant is entitled to one (1) loan from the Plan at any time, and may not take out additional loans until the prior loan has been repaid in full. In addition, a participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest and fees.
- 3. Loan Initiation and Loan Agreement.** Before a loan is issued, the participant must enter into a legally enforceable loan agreement as provided by NRS in the loan packet, on behalf of the Plan. In order to receive a loan from the Plan, an eligible participant must

complete all documents provided in the loan packet and return them to NRS. A loan initiation fee¹ will be deducted from the participant's account(s) after the loan has been funded by the participant's account(s).

4. Loan Security. By accepting a loan, the participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the participant's vested Plan balance.

5. Loan Money Source. A Plan loan shall be made only from the Before-Tax Deferral Account or, if applicable, Rollover Accounts that are not attributable to after-tax rollovers (including rollovers of Roth accounts). Loans may be withdrawn only from pre-tax balances on a pro rata basis. Additionally, after tax money sources will be included in the calculation of the Participant's account for purposes of calculating availability for a loan, however, no loans will be funded from any after tax money source. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted. To the extent that sufficient funds from a non-self-directed brokerage account are not available to fund the loan, the loan shall not be approved. In the event that the Plan allows in plan Roth conversions, the loan will be excluded. In addition, to the extent that a loan is part of a Before-Tax Deferral Account or other account that is converted into an in plan Roth conversion, the portion of the account attributable to the loan shall not be eligible for an in plan Roth conversion.

6. Minimum and Maximum Loan Term. The minimum loan term over which a loan may be repaid is one (1) year. The maximum term over which a loan may be repaid is five (5) years (fifteen (15) years if the Sponsor permits loans for the purchase of the participant's principal residence - see Section 20 below for more information about principal residence loans). Except as otherwise provided herein, the maximum loan term shall not exceed five (5) years.

7. Minimum/Maximum Loan Amount. The minimum loan amount permitted is \$1,000.00. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from the plan) is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from the plan during the one-year period ending on the day

¹ Fees described in these loan procedures are specified in Section 19 of this document and will appear as administrative charges on Participant Statements. These fees and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor.

before the date on which the loan was made over (B) the outstanding balance of loans from the plan on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

8. Loan Amortization. Each loan shall be amortized with interest accruing immediately, and repayments beginning approximately thirty (30) days from the date the loan is processed in substantially equal payments consisting of principal and interest during the term of the loan. Payments of principal and interest shall be made in a manner and pursuant to the terms set forth in the loan agreement not less frequently than quarterly. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

9. Loan Repayment. Repayment of any loan made to a participant shall be made in a manner and pursuant to the terms set forth in the loan agreement. Loans will be repaid either through payroll deduction or electronic debiting from a bank account. The participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. A participant with an existing loan repaid through payroll deduction may change the loan repayment to electronic debiting from a bank account by contacting NRS and furnishing the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of repayment through ACH. In the event that a participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a plan loan outstanding, the participant may continue to make repayments on the loan.

10. Loan Prepayment. The entire amount of the loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

11. Loan Overpayment. In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

12. Missed Repayments. The participant must pay the full amount of each repayment (principal and interest) on the date that it is due. If NRS does not receive a repayment via payroll deduction on the date due, NRS will notify the participant of the missed payment. If NRS is unable to process an ACH debit repayment on the date due through no fault of

NRS, a fee² will be deducted from the participant's account (s). If a repayment is rejected because of insufficient funds, NRS will attempt to process the repayment a second time. If the second ACH debit processing fails, NRS will attempt to process two (2) repayments on the next repayment due date. If this fails, one last attempt will be made to process the repayment. As an example, if a repayment is due January 1 and the ACH debit repayment is rejected on that date, NRS will attempt to process the repayment again no later than January 6. If the January 6 attempt is rejected on that date, NRS will attempt to process two repayments on February 1. If this fails, NRS will make a final attempt to process the two repayments no later than February 6.

13. Cure Period. If a participant fails to make a loan payment when due, the missed repayment must be made within ninety (90) days of the original repayment due date.

14. Default and Deemed Distributions. If any repayment(s) needed to bring the loan current is not received by NRS by the end of the cure period (as defined in Section 13) the entire amount of the loan will be defaulted and treated as a deemed distribution effective as of the end of the ninety (90) day period following the original due date of the initial missed loan repayment. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply depending on the type of Plan. NRS will issue a Form 1099-R to the participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment following the date of default, will be treated as after tax amounts and the participant will receive tax basis in his or her Plan account for such amounts. The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant and the outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death that is in good order as determined by NRS.

15. Tax Reporting. Any tax reporting required as a result of the receipt by a participant of a loan that exceeds the limits imposed by federal regulations shall not be the

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responsibility of NRS, unless it is determined that such limits were exceeded solely as a result of a loan made through NRS as service provider.

16. Loans Offered from Other Administrative Service Providers. The Internal Revenue Code requires that the maximum loan amount described in Section 7 above be applied in the aggregate to all loans made under any plan sponsored by an employer. The Sponsor and/or participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with such limits taking into account any other loans received by the participant under any other plans of the participant's employer. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the participant from any other administrative service provider under this Plan or any other plan maintained by the Sponsor.

17. Suspension of Loan Payments.

a. Military Leave. A participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the participant is on active duty in the United States military, the interest rate on the loan shall not exceed six percent (6%), compounded annually unless the Participant elects in writing during or after his or her military leave to have the higher loan interest rate, if applicable, apply to the loan. The Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a leave described above as well as describe the type of leave.

b. Non-Military Leave of Absence. In addition, a participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one (1) year) while the participant is on an approved non-military leave of absence and the participant provides requested documentation regarding the leave from his or her employer. The Participant must resume repayment of the loan upon his or her return from leave and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed

the latest permissible term for a loan under the regulations. The Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a leave described above as well as describe the type of leave.

18. Loan Interest Rate. The interest rates for a Plan loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. Generally, the rate assumed will be Prime Rate + 2%³. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most recent calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for participants entering active duty in the military services as may be required by law.

19. Fees.

a. Loan Initiation Fee. A loan initiation fee of \$50.00⁴ will be deducted from the participant's account at the time the loan is funded.

b. Annual Loan Maintenance. An annual loan maintenance fee of \$25.00⁵ will be deducted from the participant's account until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual maintenance fee will no longer be assessed and the annual loan default fee described below will be applied.

c. Insufficient Funds Fee. If NRS is unable to process an ACH debit repayment on the date due, through no fault of NRS, a fee of \$25.00⁶ will be deducted from the participant's account.

d. Loan Default Fee. At the time a loan is treated as a deemed distribution, a \$50.00⁷ fee will be deducted from the participant's account.

e. Annual Loan Default Fee. An annual loan default fee of \$25.00⁸ will be applied annually on the anniversary date of the original loan default.

20. Loans for the Purchase of a Principal Residence. All loans issued by the Plan will be general purpose loans to be repaid in no more than five (5) years. The Sponsor has affirmatively elected to offer loans for the purchase of the participant's principal residence,

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⁴ See footnote 3.

⁵ See footnote 3.

⁶ See footnote 3.


⁷ See footnote 3.

⁸ See footnote 3.

which may be repaid in no more than fifteen (15) years. Such loans shall be solely secured by the participant's vested account balance as set forth in Section 4 above. All administrative procedures set forth herein shall apply to such loans.

21. Loan Correction. In the event a loan correction becomes necessary, at the Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

22. Acceptance of Procedures. The undersigned Sponsor hereby adopts these Participant Loan Administrative Procedures effective for loans issued on or after the effective date set forth below, and instructs NRS to administer loans made to Plan participants in accordance with these terms. The Sponsor acknowledges the following: (i) that the Sponsor has decided to offer loans under the Plan and is instructing NRS to administer loans under the Plan; (ii) that it understands that, as a result of offering loans under the Plan, the Plan participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Loan Administrative Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 15 herein, resulting from the Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor"): County of Fresno
Street Address: 2220 Tulare Street, 14th Floor
City, State, Zip Code: Fresno, CA, 93721
Plan Name ("Plan"): County of Fresno 457(b) Deferred Compensation Plan
Plan Number: 0051910001
Plan Sponsor Signature: _____
Title: Chair, Deferred Compensation Management Council
Date of Signature: 
Email Address: jnavarrette@co.fresno.ca.us

For new plan setup, an executed copy of these Procedures should be returned to Nationwide Retirement Solutions at 10 W. Nationwide Blvd, 05-04-101A, Columbus, Ohio 43215 (Attn: Plan Administrator)

For existing plans, an executed copy of these Procedures should be returned to Nationwide Retirement Solutions at PO Box 182797, Columbus, Ohio 43218 (Attn: Loans Administrator)