



The Platinum 401(k) Retirement Savings Plan

fbo Beach Products, Inc. ("the Plan")

John Hancock Contract Number 124704

Participant Loan Application, Promissory Note and Irrevocable Pledge and Assignment

Participant Name _____ Social Security Number _____

Address _____

City _____ State _____ Zip Code _____

Home Phone Number () _____ Work Phone Number () _____

Hire Date ____/____/____ Payroll frequency: ☐ Weekly ☐ Bi-Weekly

☐ Twice a Month ☐ Monthly

Next Payroll Date _____

Amount of Loan \$ _____ Loan Annual Interest Rate _____%

Indicate Type of Loan Being Applied For

☐ General Purpose Loan

or

☐ Loan for Purposes of Purchasing
a Primary Residence

Term of Loan

☐ 60 Months

☐ Other (Not to exceed 60 months) _____ Months

☐ 180 Months

☐ Other (Not to exceed 180 months) _____ Months

I hereby apply for a loan in accordance with the Loan Policy Provisions of the Plan. In making this application, I acknowledge and agree to the following terms:

1. There is a \$100 per loan fee that will be deducted from my account at loan issuance. There is also a monthly loan maintenance fee charged by John Hancock Retirement Services as outlined in their disclosure documents.
2. The loan, if approved, must be repaid in equal installments (including interest and principal) over a period not exceeding 60 months (180 months if the loan is for the purposes of purchasing a primary residence). Repayment of the loan will be by deduction of the periodic repayment amount from my pay each payroll period until the loan has been fully repaid.
3. If I should terminate my employment with the Company before this loan has been paid in full, I authorize the Trustee of the Plan to deduct the unpaid balance of the loan, plus accrued interest, from any benefits which may become payable to me, my beneficiaries, or my estate.
4. Should this loan not be repaid according to the agreed terms, it may be declared in default and the balance of the unpaid loan, plus accrued interest, will become taxable income to me as a deemed distribution in the year of default and is subject to all federal and state income tax requirements and penalties, if applicable.

Covenant

For Value Received, I hereby promise to pay to the Trustees of the above plan the sum of \$ _____ at _____ % interest in installments over a period of _____ months in accordance with the attached payment schedule through payroll deduction.

The holder hereof may declare all amounts due hereunder to be immediately due and payable upon the default in any payment hereunder, or upon the participant's failure to comply with the terms hereof, or upon the participant's insolvency, bankruptcy, death or incompetency.

This loan is secured by the Irrevocable Pledge and Assignment of my vested interest in the Plan and covers all my other and future obligations. I also waive any demand and protest and the right to assert any statute of limitations.

X _____
Participant Signature

Date

Employer Loan Eligibility Status Confirmation

- ☐ This employee is actively at work and is anticipated to continue to be receiving compensation from the employer.
- ☐ This employee has terminated employment or is not an active employee receiving compensation at this time.

Authorized Employer Representative

Date

Please complete this form and forward it to us for processing along with the completed
John Hancock Loan Request Form
(which is available on the John Hancock Plan Sponsor Website)
via either email or fax as follows:

DistributionProcessing@AmericanPension.net

or fax it to us at

813.281.9757

Loan Approval (for use by American Pension Services, LLC)

- ☐ Loan Approved ☐ Loan Not Approved due to _____

Authorized APS Representative

Date



RETIREMENT PLAN
SERVICES

Loan Request

Important information about this form

- Your plan may require you to provide supporting documents or additional information before your request can be processed.
- As the participant, you complete Sections 1, 2 and 3 of this form and return it to your Plan Representative.
- As the Plan Representative, you review Sections 1 - 3, and complete Sections 4 - 8 of this form.
- If the participant address provided below is new or different than what is currently on record with John Hancock Retirement Plan Services, we will update our records accordingly. Ensure your next census submission includes revised employee information to avoid your file superseding the information supplied on this form.

Any changes must be initialed in pen (including numbers crossed out or changed using correction fluid).

No changes can be made in **Sections 1, 3 and 8**. Any changes to these sections will require a new form to be completed.

1 General Information

The Trustee of

Plan (the "Plan")

Contractholder Name

Contract Number

Participant Name as displayed on your Social Security Card (Last name, First Name, Initial)

Participant Social Security Number (Full SSN Required)

Participant Address - Street Address

City, State, Zip Code, Country

2 Payment Instructions to Participant Directly

Unless Electronic Fund Transfer information is provided below, a check will be issued and mailed using the standing mailing instructions on file with John Hancock Retirement Plan Services, as established by the Plan Trustee.

- For Check, allow 7-10 business days for regular mail delivery.
- For Direct Deposit, allow 2-3 business days.
- For Wire, allow 1-2 business days.

Electronic Fund Transfer Details - Mandatory for distribution amounts over \$50,000.

- ☐ Direct Deposit - If this is a payment directly to me,
my personal bank account is ☐ Checking **OR** ☐ Savings

OR

- ☐ Wire - Verify with receiving bank if they accept wires and/or charge a fee.

Provide Domestic Bank details below.

Bank Name

Bank ABA/Routing (9 digits)

Bank Account No.

- ☐ For International banks, complete and attach the *International Banking Instructions* form.

3 Participant Signature

If my loan request is made from Funds with the Guaranteed Income feature, I acknowledge that I have read and reviewed the Guaranteed Income feature brochure and fully understand the consequences and impact that my loan request will have on my Benefit Base and other benefits provided by this feature. I understand that a brief outline of the terms and conditions governing my loan request is also contained in the summary entitled "Important Information about the Guaranteed Income Feature" which can be found on the John Hancock Retirement Plan Services participant website or obtained from my Plan Administrator.

For participants under a contract issued by John Hancock Life Insurance Company of New York, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claims for each such violation. For all other states, civil penalties may apply.

If I am subject to Florida's Documentary Stamp Tax, I acknowledge that I am responsible for reporting and remitting the appropriate tax due to the proper tax authority.

Signature of Participant

Name - please print

Date

TYPE OF LOAN - Complete Section 4 or 5 (not both)

4 New Loan Request

Total Amount
of Loan \$

Loan

Maturity Date

Month

Day

Year

Loan

Interest Rate

%

Loan Type

☐

General Purpose

☐

Hardship

☐

Purchase of Primary Residence

Continue on page 2 to complete Section 5, 6, 7 and 8.

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Both John Hancock Life Insurance Company (U.S.A.) and John Hancock Life Insurance Company of New York do business under certain instances using the John Hancock Retirement Plan Services name. Group annuity contracts and recordkeeping agreements are issued by: John Hancock Life Insurance Company (U.S.A.), Boston, MA 02210 (not licensed in New York) and John Hancock Life Insurance Company of New York, Valhalla, NY 10595. Product features and availability may differ by state. Plan administrative services may be provided by John Hancock Retirement Plan Services LLC or a plan consultant selected by the Plan.

TYPE OF LOAN - Complete Section 4 or 5 (not both) (continued)

5 Refinance Existing Loan Request

Amount of Increase to Existing Loan \$ _____

Existing Loan No(s). _____

Your amortization schedule should equal the amount of increase to existing loan plus the existing loan amount.

Loan Maturity Date _____

Loan Interest Rate _____ %

6 Loan Withdrawal Order - Optional

John Hancock Retirement Plan Services' Standard Loan Withdrawal Order will be used unless completed below.

The total amount listed in this section must equal the **Total Amount of Loan** indicated in Section 4

OR the **Amount of Increase to Existing Loan** in Section 5.

Money Types to be used.

Amount	Money Type (Mandatory)
\$ _____	_____
\$ _____	_____
\$ _____	_____

7 Third Party Administrator (TPA) Loan Issue Fee

A standing loan fee established by the Trustee may apply if this section is blank. Indicate a specified amount if you wish to override the standing loan fee. If the Waive Fee option is selected, no fee will be applied, including the standing loan fee. The fee will be deducted from the Participant's account after the loan amount has been removed using John Hancock Retirement Plan Services' standard protocol and will be paid to the TPA currently on record with John Hancock Retirement Plan Services. John Hancock Retirement Plan Services is not responsible for any uncollected fee amounts as a result of insufficient funds. These shortages will be reported on the transaction and summary confirmations.

☐ Waive Fee **OR** ☐ Loan Issue Fee \$ _____ will be applied.

8 Trustee/Authorized Signer Signature

I hereby certify that the requested loan is not a taxable or a deemed distribution under the Internal Revenue Code, and that the loan complies with the plan document and all pertinent laws. I certify also that spousal consent (as required by Internal Revenue Code Section 417), if applicable, has been properly obtained and that the loan is not a prohibited transaction as defined in the Internal Revenue Code Section 4975 or under the Employee Retirement Income Security Act.

I hereby direct John Hancock Retirement Plan Services to pay to the Third Party Administrator currently on record the above referenced fee (if applicable). I understand that this fee will be deducted from the participant's account balance at the time of the distribution using standard withdrawal protocol, and will be held in the general business account of John Hancock Retirement Plan Services until

paid to the Third Party Administrator. I hereby represent that this fee is in accordance with the fee schedule that has been approved by the plan's trustee or named fiduciary as reasonable and authorized under the terms of the plan.

On behalf of the Plan sponsor, the Plan and its related trust, and the Plan Trustee or named Fiduciary, I further agree to indemnify and hold harmless John Hancock Retirement Plan Services, its employees, agents, directors, and officers from any liability, penalties, and taxes that may be incurred as a result of the requested distribution giving rise to one or more prohibited transactions or for implementing requests (including, if applicable, a direct rollover request) based solely on the instructions provided on this form, or if any of the certifications provided on this form are incorrect.

Signature of Trustee/Authorized Signer _____

Name - please print _____

Date _____

Important Information about Loans

- It is the responsibility of the plan administrator to ensure that:
 - participant loan qualification requirements are met (according to the plan document);
 - each granted loan meets the tax law requirements and is not treated as a distribution;
 - if the participant named above has more than one outstanding loan or the loan requested on this form is used to refinance an outstanding loan, the loans collectively, as well as each of the prior loan and the additional loan, meet the applicable tax law requirements and are not treated as distributions under the participant's plan;
 - any restriction that the plan may have on the number of outstanding loans that a participant may have at any one time is complied with;
 - each plan loan is not a prohibited transaction;
 - John Hancock Retirement Plan Services will be notified if and when a loan is deemed to be a distribution for tax purposes. John Hancock Retirement Plan Services is not responsible for preparing and filing any tax reporting until and unless such notification has been provided by the plan administrator, and if such service is available under your contract.
- When John Hancock Retirement Plan Services receives a payment, we will reduce the Loan Account balance by the amount of the repayment. Loan repayments will be applied first to interest owing on the loan, and then to the principal. All loan repayments must be remitted through your plan trustee. Please do not send personal checks directly to John Hancock Retirement Plan Services.
- This loan request does not constitute a promissory note or loan agreement. The State of Florida imposes a Documentary Stamp Tax on retirement plan loans.
- The State of Florida imposes a Documentary Stamp Tax on retirement plan loans. If this tax applies to you, you are responsible for reporting and remitting payment to the Florida Department of Revenue by no later than the 20th of the month following the month in which you executed the loan instrument. For more information, visit the Florida Department of Revenue's website at www.myflorida.com/dor or call its Taxpayer Services.

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