



# EQUITABLE

For Assistance: Call (800) 628-6673  
Monday – Friday  
www.equitable.com

## EQUI-VEST®

### LOAN REQUEST FORM FOR THE STATE OF NEW JERSEY ALTERNATE BENEFITS AND ADDITIONAL CONTRIBUTIONS TAX SHELTERED PROGRAMS

#### Express Mail:

Equitable  
EQUI-VEST® Processing Office  
8501 IBM Dr., Suite 150-GR  
Charlotte, NC 28262-4333

#### Regular Mail:

Equitable  
EQUI-VEST® Processing Office  
PO Box 1430  
Charlotte, NC 28201-1430

#### Fax Number:

(816) 701-4969

**Current Online Transactions:** Address Changes, Allocation Changes, Dollar Cost  
Averaging Set Ups, Inquiries, Systematic Asset Rebalancing, Transfers, Loan Payments

The following information is required by Equitable Financial Life Insurance Company ("Equitable") in order to process a loan against your EQUI-VEST Certificate indicated on this form. Before you complete this form, you should review the entire form, including the information following the authorized signatures. You may need to check your records or to request information from your Employer to confirm the information needed to process your loan request. You should also consult your own attorney, accountant or tax advisor for tax information relating to your own particular situation.

This Loan Request Form is entered into between you and the Plan indicated on this form. Equitable will perform certain services with respect to the loan on behalf of the Employer. Equitable is not responsible for monitoring compliance with applicable law or the terms of the Plan.

If you have separated from service within The State of New Jersey Retirement Program, The State of New Jersey will not authorize your loan request.

#### EQUITABLE FINANCIAL LIFE INSURANCE COMPANY (EFLIC)

#### EQUITABLE FINANCIAL LIFE INSURANCE COMPANY OF AMERICA (EFLOA)

#### 1. PARTICIPANT INFORMATION *(Certificate number must be provided to process this request.)*

Check appropriate program for the certificate listed below:

☐ 403(b) ACTS      ☐ 401(a) (ABP)\*

NAME (Last Name, First Name, Middle Initial)

CERTIFICATE NUMBER

SOCIAL SECURITY NUMBER

NAME OF EMPLOYER/PLAN NAME

ADDRESS

UNIT NUMBER (IF KNOWN)

CITY/STATE/ZIP CODE

FINANCIAL PROFESSIONAL

DAYTIME PHONE NUMBER

MOBILE PHONE NUMBER

EMAIL ADDRESS

DATE OF HIRE

Are you immediately vested?    ☐ Yes    ☐ No    If no, please indicate your date of hire as the Vesting  
Start Date: \_\_\_\_\_

\* Loans are not available in the 1st year, unless fully vested.

#### 2. LOAN AMOUNT REQUESTED:

Subject to the employer's plan, the minimum loan amount allowed with respect to this contract is \$1,000; the vested Annuity Account Value must be at least \$2,000. The amount you may borrow is based upon your Certificate's vested Annuity Account Value on the Loan Effective Date, as defined in Section 9. Except as otherwise explained below, the maximum loan allowed is 50% of the vested Annuity Account Value, but not more than \$50,000.

**Please CHECK and COMPLETE either A, B or C below for desired action (if no selection is made, the loan will default to the maximum available):**

- ☐ **A.** I request the maximum loan amount to be established proportionately from all Funds of the vested Annuity Account Value. I represent that this is the only account I have under all plans of my employer. **(Your Employer's plan may not allow this option. Please check with your Employer prior to completing this loan request form.)**
- ☐ **B.** I request a loan amount of \$\_\_\_\_\_ to be established proportionately from all Funds of the vested Annuity Account Value.
- ☐ **C.** I request a loan amount of \$\_\_\_\_\_ to be established from my Funds of the vested Annuity Account Value as indicated in the Loan Funding Schedule in Section 5 below.

## 2. LOAN AMOUNT REQUESTED: (cont'd)

By signing this form, I indicate that I have not defaulted on any loans from this or any other plan of my employer. If I have defaulted on such a loan, I have included the sum of the unpaid balance and continually accruing interest on the loan in my calculation of "outstanding loan balance;" see Item 15, (B) Maximum Loan Amount. Further, I represent that this loan is within the **maximum** loan amount permitted under Internal Revenue Code as described in Section 15. The total of the loan amount requested above, when aggregated with loans (principal plus interest) from all qualified plans of my Employer, including for example any Internal Revenue Code 403(b) and 401(a) arrangements funded by my Employer and Internal Revenue Code Section 457(b) plans, does not exceed the greater of \$10,000 or 50% of the value of nonforfeitable accrued benefits under all of my Employer's qualified plans, including this and other 403(b), 401(a) and 457(b) plans. (For my EQUI-VEST Certificate funding this 403(b) or 401(a) plan, my nonforfeitable accrued benefit includes my vested Annuity Account Value. For other plans of my Employer, it is my vested benefit.) In no event can the loan exceed \$50,000, reduced by the excess of the highest outstanding balance of all loans from my Employer's qualified plans as well as other 403(b), 401(a) and/or 457(b) plans that I may participate in during the one-year period ending on the day before the date the loan is made, less the outstanding balance of all loans from all such plans on the date the loan is made. In addition, because ERISA rules do not permit more than 50% of the present value of a plan participant's vested accrued benefit under the plan to be used as security for the outstanding balance of all plan loans, the maximum amount of your loan may be less than 50% of my vested Annuity Account Value. We may also require that you elect not to have income tax withholding apply with respect to any interest and/or loan principal that would otherwise be subject to withholding.

## 3. I REQUEST A LOAN TERM OF:

(Check One. If no election is made, the default will be 5 years)

☐ 5 years

☐ 10 years. I represent that these loan funds will be used to acquire a dwelling unit that will, within a reasonable time, be used as my principal residence.

## 4. LOAN INTEREST RATE:

\*Loan Interest \_\_\_\_\_% (Must be completed by Employer as described above).

\*Unless otherwise stated by your employer, the loan interest will be calculated at an annual rate of 6%.

## 5. LOAN FUNDING SCHEDULE:

You have the option to request that your loan be established, and the Loan Reserve Account be funded, from specific Investment Options rather than proportionately from all Investment Options in which you participate. If you wish to specify a manner in which the loan is to be established, you must complete the information below. **However, before proceeding, please take note of the following:**

1. Any Investment Option transfers you may request after completion of this schedule and before we process your loan application may impact your instructions.
2. If you specify dollar amounts for the establishment of the loan, keep in mind that the Loan Reserve Account must be funded with 110% of the amount you indicate.
3. The dollar value of your participation in the Variable Investment Options fluctuates daily and may increase or decrease; therefore, an adequate margin should be allowed for such fluctuations.

**Please indicate the amount that you wish to have taken from each investment option to fund this loan, subject to the restrictions indicated below.** Loans are not permitted on amounts invested in the Fixed Maturity Options (FMOs).

- ☐ Prorate my requested loan amount proportionately from all investment options if my selections below are not sufficient.
- ☐ Limit my loan amount if selected investment options are insufficient.

\$\_\_\_\_\_ 1290 VT GAMCO Small Company Value (37\*)

\$\_\_\_\_\_ 1290 VT SmartBeta Equity ESG (9C\*)

\$\_\_\_\_\_ 1290 VT Socially Responsible (92\*)

\$\_\_\_\_\_ EQ/400 Managed Volatility (7L\*)

\$\_\_\_\_\_ EQ/AB Small Cap Growth (TP\*)

\$\_\_\_\_\_ EQ/Aggressive Allocation (18\*)

\$\_\_\_\_\_ EQ/American Century Mid Cap Value (9J\*)

\$\_\_\_\_\_ EQ/Balanced Strategy (8Q\*)

\$\_\_\_\_\_ EQ/ClearBridge Select Equity Managed Volatility (6F\*)

\$\_\_\_\_\_ EQ/Common Stock Index (T1\*)

\$\_\_\_\_\_ EQ/Conservative Allocation (15\*)

\$\_\_\_\_\_ EQ/Core Bond Index (96\*)

\$\_\_\_\_\_ EQ/Core Plus Bond (TH\*)

\$\_\_\_\_\_ EQ/Emerging Markets Equity PLUS (8W\*)

\$\_\_\_\_\_ EQ/Equity 500 Index (TE\*)

\$\_\_\_\_\_ EQ/Fidelity Institutional AM® Large Cap (9K\*)

\$\_\_\_\_\_ EQ/International Core Managed Volatility (88\*)

\$\_\_\_\_\_ EQ/International Equity Index (TN\*)

\$\_\_\_\_\_ EQ/International Value Managed Volatility (73\*)

\$\_\_\_\_\_ EQ/Invesco Global (6A\*)

\$\_\_\_\_\_ EQ/Invesco Global Real Assets (9M\*)

\$\_\_\_\_\_ EQ/Janus Enterprise (08\*)

\$\_\_\_\_\_ EQ/JPMorgan Value Opportunities (72\*)

\$\_\_\_\_\_ EQ/JPMorgan Growth Stock (32\*)

\$\_\_\_\_\_ EQ/Large Cap Growth Index (82\*)

## 5. LOAN FUNDING SCHEDULE: (cont'd)

|   |  |
|---|--|
| \$_____ EQ/Large Cap Value Managed Volatility (89*)                       | \$_____ Guaranteed Interest Option (A1*)                               |
| \$_____ EQ/Loomis Sayles Growth (34*)                                     | \$_____ Multimanager Aggressive Equity (T2*)                           |
| \$_____ EQ/MFS International Growth (26*)                                 | \$_____ Multimanager Core Bond (69*)                                   |
| \$_____ EQ/MFS Mid Cap Growth Focused Growth (9P*)                        | \$_____ Nomura VIP High Income Series (8G*)                            |
| \$_____ EQ/MFS Technology (9S*)   | \$_____ Segment Holding Account for S&P 500 1 yr<br>-10% Buffer (V1*)  |
| \$_____ EQ/MFS Utilities Series (9T*)                                     | \$_____ Structured Investment Option S&P 500 1 yr<br>-10% Buffer (V2*) |
| \$_____ EQ/Mid Cap Index (55*)  | \$_____ Target 2015 Allocation (6G*)                                   |
| \$_____ EQ/Moderate Allocation (T4*)                                      | \$_____ Target 2025 Allocation (6H*)                                   |
| \$_____ EQ/Money Market (T3*)   | \$_____ Target 2035 Allocation (6I*)                                   |
| \$_____ EQ/Morgan Stanley Small Cap Growth (9Y*)                          | \$_____ Target 2045 Allocation (6J*)                                   |
| \$_____ EQ/PIMCO Global Real Return (8Y*)                                 | \$_____ Target 2055 Allocation (8Z*)                                   |
| \$_____ EQ/PIMCO Ultra Short Bond (28*)                                   | \$_____ VanEck VIP Global Resources (8N*)                              |
| \$_____ EQ/Small Company Index (97*)                                      |  |
| \$_____ EQ/Wellington Energy (9O*)  |  |
| \$_____ American Funds Insurance Series<br>The Bond Fund of America (8V*) |  |

\* The number in parentheses is shown for internal use only.

## 6. DELIVERY OPTIONS

Please select only one option for how you would like your payment sent. If you do not complete this section, we will default to the address of record and send you a check VIA first class mail.

- ☐ **First Class Mail** No Fee – Please allow 5 - 10 business day for delivery of your check
- ☐ **Direct Deposit** No Fee – Please allow 5 - 7 business days for delivery. ***You must attach a voided personal check for Direct Deposit requests. We cannot process your requested delivery option without it. Direct Deposit forms are not acceptable.***
- ☐ **Express Delivery** \$35 Fee – Please allow 3 - 5 business days for delivery of your check
- ☐ **Wire Transfer** \$90 Fee – Please allow 2 - 4 business days for delivery of your funds. ***Only available for wires amounts of \$10,000.00 or more. You must attach a voided personal check for Wire Transfer requests. We cannot process your requested delivery option without it. Direct Deposit forms are not acceptable.***

**PLEASE NOTE: IF WE ARE UNABLE TO VERIFY THE BANK ACCOUNT INFORMATION BASED ON THE INFORMATION YOU PROVIDED, A CHECK WILL BE MAILED TO YOUR ADDRESS OF RECORD VIA FIRST CLASS MAIL.**

- ☐ This bank account has been previously used by me to electronically receive funds from Equitable. I acknowledge that for my own security, if this cannot be verified, a check payable to me will be mailed to my address of record.
- ☐ This bank account has not been used previously for electronic transfer of funds with Equitable. I acknowledge that for my own security, Equitable will attempt to validate the bank account, and if this cannot be verified, a check payable to me will be mailed to my address of record.

## 6. DELIVERY OPTIONS (cont'd)

Enter your bank account information on lines 1-4 on the following page.

1  
Your Name  
1234 Address Rd.  
City, ST 56789

123  
880-807-8000

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

Pay to the Order of \_\_\_\_\_ \$ \_\_\_\_\_

Dollars

2  
Financial Institution  
1234 Anytown Lane  
City, ST 56789

3  
Routing Number  
123456789

4  
Account Number  
12345678901234567

- 1 Name as it appears on bank account:
- 2 Name of Bank / Financial Institution:
- 3 Bank ABA / Routing # (9 Digits):
- 4 Account #:

### **For Wire Transfers only: For Further Credit To:**

Name of Client:

Account Number:

## 7. REALLOCATION OF LOAN REPAYMENT

Your loan payments are currently allocated to the Guaranteed Interest Option (GIO). They remain there unless you choose to reallocate how these amounts are invested. If you wish to have your loan payments transferred to your current allocation percentages on file with us on the following business day, check the box below.

I elect to:

- ☐ Establish the Reallocation of Loan Payment

## 8. AUTOMATIC REPAYMENT OPTION

This option permits you to have your loan repayments automatically deducted from your checking account. If you select this option, **a voided check is required**. We cannot process your request without it. Direct Deposit Forms or Deposit Slips are not acceptable.

- ☐ Monthly - Your quarterly repayment amount will be divided into 3 monthly installments and drafted from your account 3 business days prior to the monthly due date.
- ☐ Quarterly - Your full quarterly payment will be drafted from your bank account 3 business days prior to the quarterly due date.

**9. PARTICIPANT AUTHORIZATION:** I have read and do understand the terms of this Loan Request Form including those on the reverse side of this form and the formula for computing the maximum loan amount. I acknowledge that any loan not in accordance with the requirements outlined herein may be considered as taxable income to me. **I am returning the original and making a copy for my records, as this Loan Request Form together with the Loan Confirmation Notice comprises the Loan Agreement.**

For NJ 401a only: By signing your form, you acknowledge receipt of the referenced Certificate and confirm the personal information. You also acknowledge that your contributions are currently being allocated to the Guaranteed Interest Option, as shown in the Data Pages. Your contributions will continue to be allocated to the Guaranteed Interest Option until we receive alternative allocations from you.

For your protection, California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Signature of Participant ~~(electronic signature is not acceptable)~~ \_\_\_\_\_

\_\_\_\_\_ Date

If you have separated from service within The State of New Jersey Retirement Program, The State of New Jersey will not authorize your loan request.

**10. EMPLOYER AUTHORIZATION:** As the authorized person for the local Employer of the participant identified in Section 1, the Employer authorizes the participant’s request for a loan as permitted under the NJ ACTS and/or ABP Program sponsored by the NJ Division of Pensions and Benefits.

Authorized Signature of Employer \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_

Print Name Print Title



**TERMS AND CONDITIONS**

(please retain for your records)

- 1. LOAN RESERVE ACCOUNT:** On the Loan Effective Date (defined in Section 2 below), we will hold in reserve an amount equal to the loan amount, which will earn interest at the "Loan Reserve Account Rate" (defined in Section 4 below) during the loan term, plus 10% of the loan amount, which will earn interest at the Guaranteed Interest Rate, as defined in the Certificate. This loan reserve will remain in your Certificate and will be reported on all financial confirmation notices sent to you. You may not make any partial withdrawals or transfers from the Loan Reserve Account until after repayment. You may specify on your Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded (see Section 5, Loan Funding Schedule listed above).
- 2. LOAN EFFECTIVE DATE:** If the loan request form is received prior to the 27th day of the month, this transaction will be **effective on the day** on which the loan request form, properly completed, signed and in good order, is approved at our Processing Office (see addresses shown on cover). If the loan request form is received on the 27th day of the month or later, this transaction will be **effective on the first business day of the month following the date** on which the loan form, properly completed signed and in good order, is approved at our Processing Office. A separate Confirmation Notice is issued for loans. If you do not receive a Confirmation Notice or check within 10 days, please notify the EQUI-VEST Processing Office immediately. A loan does not affect future contributions. Any properly completed and signed form received in Equitable's EQUI-VEST Processing Office after 4:00 PM Eastern Time or after an early close of regular trading on the NYSE, will be effective the next business day.
- 3. LOAN TERM:** The repayment period is 5 years. The only exception is if you use the loan funds to acquire a dwelling unit which, within a reasonable time, is to be used as your principal residence. In that case, the loan repayment period is 10 years. In requesting a 10-year loan term, you specifically represent that you will use the loan funds for this purpose.
- 4. LOAN RESERVE ACCOUNT RATE:** The Loan Interest Rate in Section 4 minus 2%.
- 5. LOAN REPAYMENT:** Your initial Loan Confirmation Notice will indicate the amount of principal you have borrowed and the interest you must repay quarterly over the specified loan term. It will also specify the loan repayment dates. Upon request, we will send you an amortization schedule. Your first payment is due the first day of the third month following the Loan Effective Date. Approximately 30 days before each payment due date, we will send you a Loan Payment Notice which will indicate the amount due and the remaining unpaid principal balance unless you have elected the systematic repayment option. Payment must be made by money order or bank check for full loan repayment, or personal check for ongoing quarterly payments. All payments made by check must be drawn on a bank in the U.S., in U.S. dollars and made payable to Equitable. All checks are accepted subject to collection. Any payments will first be applied by us to interest due, with the balance applied towards repayment of the loan principal. Please note: allow 8 business days for processing on personal checks. We send a Confirmation Notice after we receive your loan repayment.

Your loan may be repaid in full at any time (by bank check or money order only), including interest due. After any repayment is made, including full repayment of the loan, the principal amount repaid will be transferred from the Loan Reserve Account to the Guaranteed Interest Option and may be withdrawn (if otherwise permitted), transferred to another Investment Option, or applied to a Benefit payment as described in the Certificate.

For your protection, California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Mail quarterly and full loan payments to:****Regular Mail**

EQUITABLE EQUI-VEST Loan Payment Lockbox  
PO Box 13569  
Newark, NJ 07188

**Electronically:**

Log onto [www.equitable.com](http://www.equitable.com)  
Repaying is quick, easy and secure

**Express Mail**

Equitable  
EQUI-VEST® Processing Office  
8501 IBM Dr., Suite 150-GR  
Charlotte, NC 28262-4333

**Required repayment of the loan may be accelerated and full repayment of unpaid principal and interest will be required when your Contract terminates.** The following transactions will terminate your Contract: 1) death, 2) commencement of Benefits under the contract, and 3) other termination of the Certificate (for example, a surrender). Please note, we reserve the right to limit transfers of Cash Value, up to the amount remaining in your Loan Reserve Account under your Certificate, to another 403(b) or 401(a) arrangement while you have an outstanding loan. We also have the right to accelerate the repayment of this loan if we determine that such acceleration is necessary to preserve the federal income tax status of your Certificate.

- 6. DEFAULTS:** By each due date, if the amount of the loan payment is less than the amount then due or the loan payment is not received at the EQUI-VEST Processing Office, we will treat the **unpaid balance** of the loan at that time, including interest due but not paid, as a deemed distribution for Federal income tax purposes. In determining the due date, we will apply the applicable IRS rules for a grace period. We will withdraw the amount of such entire unpaid balance from your Loan Reserve Account. Even if a loan has been defaulted for tax purposes as described in this section, Equitable has the right to foreclose on the defaulted unpaid balance, plus interest to the date of foreclosure, after the time that amounts under this Certificate are no longer subject to any withdrawal restrictions which may apply under the Plan or Internal Revenue Code.

## TERMS AND CONDITIONS (cont'd)

**7. NUMBER OF LOANS:** *Only one loan is permitted on your Certificate at one time.* Should you require additional funds while any portion of a prior loan remains outstanding, the existing first loan must be fully repaid, including all interest due. After full repayment is confirmed, you may request a new loan in the desired amount but the new loan will be subject to the limitations discussed on the front of this form with respect to the maximum loan amount, including the limitation with respect to prior outstanding loan balances during the one-year period ending the day before the new loan is made. *We reserve the right not to permit new loans if a previous loan was defaulted and not repaid when due.*

**8. MAXIMUM LOAN AMOUNT:** The maximum loan amount you are permitted is calculated as follows:

- (A) Is the loan amount you have indicated in Section 2.
- (B) Is the outstanding loan balance on all other loans you have not yet repaid from all other qualified plans, funded by the Employer who has provided the funds for this contract, including for example other Internal Revenue Code Section 403(b) or 401(a) Plans or Internal Revenue Code Section 457 EDC plans.
- (C) Is the amount of your highest outstanding balance for the one year period ending on the day before the date this loan is made for all the loans from this Employer's plans, including those you have repaid.
- (D) Is (C) minus (B).
- (E) If (D) is positive, then subtract (D) from \$50,000 to calculate the value of (E). If (D) is negative or equal to zero, then (E) is equal to \$50,000.
- (F) Determine the present value of your "nonforfeitable accrued benefits" under all of your Employer's qualified plans, including this Certificate. For this Certificate the benefit is equal to the vested Annuity Account Value. Under all of your Employer's qualified plans it is equal to your vested benefit. Divide this number by 2.
- (G) Is the greater of (F) and \$10,000.
- (H) Is the lesser of (E) and (G).
- (I) Is (A) plus (B).
- (J) Your maximum loan amount is the lesser of (H) and (I).

## 9. AUTOMATIC PAYMENT OPTION

- Your institution will debit the necessary amount from your checking account and transfer it to Equitable.
- You can discontinue this program at any time by sending us a written request.

## 10. REALLOCATION OF LOAN PAYMENT

- Please note, no transfer will occur if the balance in GIO is not 110% of the loan balance.

## Additional Information

- The owner's name on the contract must be the same as the owner of the bank/financial institution account.
- Your bank or financial institution may take 2 or more business days to deposit the funds into your account.
- Keep in mind that in order to take advantage of direct deposit, your financial institution **MUST** be a participating member of the AUTOMATED CLEARING HOUSE (ACH) Association.

## Direct Deposit Agreement

By my signature in Section 9 I consent to the following:

- I certify that the bank routing number and bank account number provided are accurate. I understand that I should certify these with my bank or financial institution prior to submitting the form to ensure that I have the correct information for direct deposit. Incorrect information may misdirect and/or delay receipt of my funds.
- I certify that the above account(s) bears my name, that I am an unrestricted and authorized signer for each account and that the funds are being deposited to a financial institution within the U.S. and will remain in a U.S. Bank. The funds will not be credited further to an international bank.
- I hereby authorize Equitable to directly deposit the amount of my loan in the account listed above at the above named bank/financial institution. This authorization will become effect only upon acceptance by Equitable. This agreement will remain in full force and effect until Equitable has received written notification from me of its termination in such time and in such manner as to afford Equitable and my bank or financial institution a reasonable opportunity to act on it.
- In the event that Equitable notifies the financial institution that funds to which I am not entitled have been deposited to my account, in error, I hereby authorize and direct the financial institution to return said funds to Equitable as soon as possible. If the funds erroneously deposited to my account have been drawn from that account so that return of those funds by the bank to Equitable is not possible, I authorize Equitable to recover those funds by off-setting the amount erroneously paid to me from any future payments from Equitable until the amount of the erroneous deposit has been recovered, in full. It is understood that I will be notified by Equitable when this condition occurs.