



Participant loan policy and procedures

Effective as of

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as plan administrator of

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("the Plan"), has adopted the following Participant Loan Policy and Procedures ("the policy"). The policy is incorporated into the Plan by reference and forms a part of the Plan.

Recordkeeping of the loan program

The loan program under the Plan is recordkept by The Vanguard Group on behalf of the Plan Administrator. Vanguard Participant Services may be contacted at 800-523-1188 if you have any questions regarding the loan program's recordkeeping.

Loan eligibility

You are able to take out a loan if you are an eligible participant in the Plan and have a vested account balance. Please see the appendix for the specific eligibility requirements of your Plan.

Loans shall be made available to all eligible participants on an equal basis.

Applying for a loan

To apply for a loan, access Vanguard's website at www.vanguard.com or call the automated VOICE® Network. Or, you can contact Vanguard Participant Services at 800-523-1188 and speak with a Participant Services associate. Provided you meet certain requirements, a paperless loan may be available to you. Vanguard can assist you in determining the terms of your loan. Your authorization to proceed with the transaction indicates your acceptance of the loan provisions (including your certification that your loan will be used to purchase your principal residence, if applicable, as described below).

Nonprincipal residence loan: If loan eligibility requirements have been met, you may apply for a general purpose loan through a paperless process. Alternatively, you can obtain a paper loan application by contacting Vanguard Participant Services. Return your completed and signed application to the address referenced on the application. Generally, you will receive your loan proceeds and confirmation documents within seven to ten business days.

Principal residence loans: If you will be using the proceeds of the Plan loan solely for the purpose of purchasing your primary residence, your loan may be eligible for an extended term as noted in the appendix. You can request a principal residence loan by accessing www.vanguard.com, calling the VOICE Network, or by contacting Vanguard Participant Services. Complete your application and submit for processing with any required documentation. Generally, you will receive your loan proceeds and confirmation documents within seven to ten business days following approval of your principal residence loan request.

Amount and number of loans

Loans are generally available from your vested account balance. See the appendix for additional restrictions.

The maximum amount you may borrow, when added to your outstanding loan balances, cannot exceed the lesser of:

- 50% of your vested account balances as of the date the loan is made.
- \$50,000, minus the highest outstanding loan balance, if any, you had at any one time during the one-year period ending immediately before the date of the new loan per IRS requirements.

At the time the loan is made, up to 50% of your vested account balances under the Plan will be considered security for the loan.

Source of funds

The loan amount will be taken from your Plan account based on Plan rules. The loan amount also will be taken in a predetermined manner from the funds in which your accounts are invested. Any applicable additional restrictions are listed in the appendix.

Loan fees

The Plan has an option to charge a one-time loan application fee. This fee will be deducted from your loan proceeds so that the check you receive will be net of the loan application fee. If you apply for your loan via www.vanguard.com or the VOICE Network, you may be eligible for a discount on the fee. The Plan has the option to charge an annual maintenance fee that will be automatically deducted from your account balance. See the appendix for fee details.

Interest rate

The interest rate applicable to your loan is determined by the Plan. The procedure for determining the loan interest rate is subject to change at the discretion of the Plan administrator. See the appendix for details. You can contact Vanguard for the current interest rate being charged for a new Plan loan. The interest is credited back to your account.

Loan repayments

Loan repayments must be made according to an established repayment schedule (subject to exceptions during certain leaves of absence). When you initiate a loan from your Plan account, your loan repayments, including interest, will be deducted automatically from your paychecks on an after-tax basis.

In the event a payroll deduction for your loan repayment cannot be taken as scheduled because of insufficient pay or other reason (except for approved leaves of absence), it must be paid prior to the end of the Plan's cure period or the outstanding loan balance plus interest may become taxable. Even if you fail to make a loan repayment by its due date, you may have the opportunity to "cure" the delinquency in the Plan's cure period. See the appendix for terms of the various cure periods.

It is your responsibility to ensure that your loan repayments are being made when due. Missed repayments that are not repaid during the Plan's cure period may result in a taxable event. In the event that timely payroll deduction loan repayments are not being processed for your loan, you must notify the appropriate contact as indicated in your Summary Plan Description as soon as possible to resolve the delinquency.

Loan principal payments will be credited to your accounts used to fund the loan. Loan interest will be credited to your accounts in direct proportion to the principal payment. Loan repayments, which include interest, will be invested in accordance with your current investment elections.

Loans may be prepaid in full at any time by certified check or money order made payable to Vanguard Fiduciary Trust Company. You may log onto www.vanguard.com for information on your loan balance and payoff procedures, as well as to pay off your loan. Alternatively, you may call Vanguard Participant Services at any time to verify your outstanding loan balance and request a loan payoff form. Please see the appendix for instructions on where to mail the loan payoff and form.

Leave of absence

Unpaid nonmilitary leave of absence

If you go on an approved leave of absence without pay, or if you continue to work at a pay level insufficient after applicable withholdings to make your scheduled payments (other than for military service as discussed below), your Plan may allow you to suspend your repayments while you remain on leave. See the appendix to determine if your Plan has adopted this provision.

Suspension of repayments

If your Plan allows you to suspend your loan repayments, the suspension will remain in effect until the earliest of the following:

- 12 months after the date your leave of absence begins.
- The end of the maximum loan term permitted for your loan type under the Plan.
- The date you return from leave.

Upon your return from leave, you must resume loan repayments. Your Plan will designate whether:

- Your remaining balance plus interest will be reamortized over the maximum permissible period, which may result in higher loan repayments and/or a longer term.
- Your payroll deduction loan repayments will resume at their original amount, resulting in a balloon payment due prior to the end of your loan term.

If you are still on leave at the end of 12 months, you must resume loan repayments at that time, or the outstanding loan balance plus accrued interest may become taxable to you at the end of the Plan's cure period.

Military leave of absence

If your leave of absence is the result of military service in the uniformed services (as defined in chapter 43 of title 38, United States Code), the 12-month limit on the payment suspension does not apply.

In addition, if your loan interest rate is higher than 6%, you have the option to reduce the applicable interest rate during your military leave to 6%, as permitted under the Service Members Civil Relief Act. Please contact your benefits office if you wish to take advantage of this relief.

Loan default while actively employed

Cure period

If you fail to make any loan repayment by its due date, except as permitted under the leave of absence provisions, you may have the opportunity to "cure" the delinquency during the Plan's cure period. The terms of the various Plan cure periods are listed in the appendix.

Deemed distribution

If you do not make the missed repayment(s) by the end of the cure period applicable to those repayments, your loan will be in default, and the outstanding balance of your loan, including interest, will be treated as a deemed distribution. The amount of the deemed distribution will be reported as taxable income and may be subject to an additional 10% early distribution penalty.

The amount reported as a deemed distribution will continue to be treated as if it is an outstanding loan, and interest will continue to accrue on the balance. As a result, the deemed distribution will count against your available number of outstanding loans under the Plan and will reduce any available loan amounts. Even after default, you have the option to repay the outstanding amount at any time on an after-tax basis. If you choose not to repay the deemed distribution, there are no consequences beyond its impact on your ability to take future loans.

To repay the outstanding balance on a loan that has been deemed distributed, you must call Vanguard Participant Services to obtain the total amount due. You must repay the amount due in a single lump-sum payment. Because your loan has already been reported as taxable income, your repayment will establish after-tax basis in the Plan.

Termination of employment

If you terminate your employment and you have an outstanding loan balance, your Plan may require you to repay the loan in full or it may permit you to continue making loan repayments directly to Vanguard. See the appendix to determine which option applies to your Plan. If you are required to pay in full and fail to do so, or fail to make loan repayments directly as permitted, your outstanding loan balance will become taxable at the end of your Plan's cure period for terminated employees. See the appendix.

If you take a distribution from your Plan after termination of employment and while you still have an outstanding loan balance, your distribution will be reduced by the amount of the loan, and this amount will be reported as taxable and may be subject to a 10% early distribution penalty.

Rehire following break in service

If you terminate employment with an outstanding loan, you are rehired within the Plan's cure period, and the loan has not been offset, you will not be required to repay your loan as described in the "termination of employment" section. Instead, if your loan is still outstanding when you are rehired, you will continue to be treated as an active employee, payments will recommence in the original payment amount, and the provisions of "loan default while actively employed" section will apply.

Bankruptcy

If you file for bankruptcy and have an outstanding loan from the Plan, your loan payments to the Plan will not be stopped due to your bankruptcy filing. This means that your loan will continue to be outstanding and that you will be required to continue to make payments according to the repayment schedule even if you have declared bankruptcy. Your loan will not go into default due to a bankruptcy filing, but will go into default as described above if you fail to make the required loan payments.

Death

In the event of your death, any outstanding loan balance becomes due and payable in full at the end of the cure period (see the appendix). The executor/administrator of your estate may repay the balance of your loan by the end of the time frame indicated in the appendix. If your executor/administrator does not repay the loan balance within that time frame, the unpaid balance of your loan will be offset against your account balance, and your beneficiary will receive the net account balance as the death benefit. You or your estate will be liable for any taxes attributable to the offset. However, if your beneficiary is your spouse, he or she may elect to assume the loan obligation prior to the end of the cure period. If no election is made, the loan balance will be offset.

Appendix: Plan-specific options

Loan eligibility

Loan options

	Nonprincipal residence	Principal residence
Minimum term of loan (months)		
Maximum term of loan (months)		
Minimum amount		
Maximum amount		
Maximum number of outstanding loans		
Interest rate calculation method		
Loan application fee		
Vanguard.com/VOICE Network loan application fee		
Annual maintenance fee		

Leave of absence*

Suspension of repayments	
Repayment option on return	

Loan payoff

Obtain payoff quote from	
Type of check accepted	
Check payable to	
Request forms from	
Return payoff to	

Other

Cure period for active employees	
Cure period for terminated employees	
Cure period for deceased participants	
Repayment options at termination	

Fund/source restrictions*

* If applicable.