



Affiliate:  
Annuity Investors Life Insurance Company®

Administrator for:  
Continental General Insurance Company®  
Loyal American Life Insurance Company®

**Fixed Annuities: PO Box 5420, Cincinnati OH 45201 / 800-854-3649 / 800-482-8126 Fax**

**Variable Annuities: PO Box 5423, Cincinnati OH 45201 / 800-789-6771 / 513-768-5115 Fax**

**Overnight Address: 191 Rosa Parks St, Cincinnati OH 45202**

## QUALIFIED ANNUITY CONTRACT LOAN APPLICATION AND AGREEMENT

To request a contract loan, **fully complete** all applicable sections and forward to MassMutual Ascend or Affiliate along with any other necessary paperwork. **Incomplete or unclear requests may result in processing delays.** This form must be signed within 90 days of the request. Please be advised that after reviewing your request, additional paperwork may be required.

Owner/Annuitant/Participant	Contract/Certificate Number
Social Security Number	Daytime Phone # (     )

### 1. LOAN REQUEST

**I HEREBY APPLY FOR A NEW LOAN** under the contract/certificate identified above, subject to the Additional Loan Terms and Conditions section, which is a part of this Qualified Annuity Contract Loan Application and Agreement.

**I REQUEST A NEW LOAN IN THE AMOUNT OF**  \$  or, if less, the maximum NEW LOAN available.

**THE NEW LOAN:** INITIAL ONE (If neither or both boxes are initialed, the NEW LOAN will be considered non-residential)

- WILL NOT BE USED TO PURCHASE MY PRINCIPAL RESIDENCE. The maximum term is 5 years.
- WILL BE USED TO PURCHASE MY PRINCIPAL RESIDENCE. The maximum term is 30 years.

**PLEASE SCHEDULE MY LOAN PAYMENTS AS EQUAL INSTALLMENTS FOR**  YEARS, or if less, the maximum term available. Installment payments must be at least \$100. Payments will be scheduled quarterly unless you elect to use the automated payment program in order to schedule monthly payments. Please complete section 3 of this agreement to request automated payments from your personal checking or savings account. **The payment date and repayment schedule are based on the loan origination date and cannot be changed.**

### 2. MAILING INSTRUCTIONS

Please indicate **AND** mark the appropriate box where the check is to be mailed.

Address
City, State ZIP

- Mail to Owner, Annuitant, or Participant's address of record
- Mail to Owner, Annuitant, or Participant's **NEW** address

**3. AUTOMATED LOAN PAYMENTS REQUEST**

To initiate electronic payments to your policy loan(s), please provide the necessary information below and **ATTACH** a voided check for payments from a checking account or a deposit slip for payments from a savings account. If electronic payments are not wanted, this section does not need to be completed.

**Please be advised that only one bank account may be used for automated loan payments for all loans on your annuity contract. This authorization applies to all outstanding loans under this contract/certificate which are not in default.**

Bank Name	Name(s) on Account
Branch	<input type="checkbox"/> Checking      Account Number <input type="checkbox"/> Savings
Bank Address	Bank Routing Number
City/State/Zip	Bank Phone No.

For the new loan requested, **please schedule** my payments/drafts:  Quarterly or  Monthly.

**NOTE:** *If neither or both boxes are marked, drafts will be made quarterly. Monthly installments are only permitted under the automated payment program.*

Please be advised that MassMutual Ascend or Affiliate issuing the annuity contract will send an initial confirmation letter indicating the amount of each draft and the date that these automatic payments will begin. The date of each draft will correspond to the loan origination date. For example, if your loan origination date is on the 16th of this month, your draft will occur on the 16th of subsequent months or quarters, depending on your repayment mode. The final draft with respect to any loan may vary to reflect the exact amount needed to pay off the loan on the loan settlement date.

**ATTACH A VOIDED CHECK**

A  
T  
T  
A  
C  
H  
  
H  
E  
R  
E

**Name** \_\_\_\_\_

**Address**  
City, State \_\_\_\_\_  
Zip \_\_\_\_\_

Payable to: \_\_\_\_\_

\_\_\_\_\_

Memo: \_\_\_\_\_

{Routing Number} {Check Number} {Account Number}

XXXX

**4. OWNER/ANNUITANT/PARTICIPANT CERTIFICATION AND AUTHORIZATION**

**I CERTIFY UNDER PENALTIES OF PERJURY:**

- 1 I am not subject to bankruptcy or insolvency proceedings;
- 2 I am not under any guardianship or other legal disability;
- 3 I do not have a loan under another 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plan which would cause this loan to exceed the limits of Internal Revenue Code Section 72(p) (as stated in the Additional Terms and Conditions section), or the terms of the Plan;

**4. OWNER/ANNUITANT/PARTICIPANT CERTIFICATION AND AUTHORIZATION (Continued)**

- 4 If this contract was issued after December 31, 2003, I do not have any unpaid balance remaining on a defaulted loan under this contract/certificate or any other 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plan; and
- 5 If my spouse has community property rights in this contract/certificate, we are not legally separated and have not started divorce or dissolution proceedings; my spouse is not subject to bankruptcy or insolvency proceedings, and my spouse is not under any guardianship or legal disability.

**I UNDERSTAND AND AGREE TO THE FOLLOWING:**

- 1 Any loan which by itself, or when added to other loans, exceeds the Internal Revenue Code Section 72(p) limits (as stated in the Additional Loan Terms and Conditions section) is treated as a TAXABLE DISTRIBUTION to me. Any loan which by itself, or when added to other loans, violates the terms of the Plan may have severe adverse tax consequences and may be a prohibited transaction subject to severe penalties. The Plan Administrator and I are responsible for complying with these limits when I have loans under other 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plans.
- 2 **Failure to make the scheduled payments will cause my loan to go into default.** It is my responsibility to make all scheduled payments by the due date. No notice of delinquent payments or impending default is required.
- 3 A defaulted loan is treated as a TAXABLE EVENT to me, with an IRS Form 1099-R issued for the full outstanding balance of the loan. A defaulted loan is **NOT an actual distribution**, and I will still owe the outstanding balance of the loan. Interest will continue to be charged until the defaulted loan is paid in full.
- 4 The loan will be subject to the Additional Loan Terms and Conditions section, which I have received and read, and which I should keep for future reference

**I AUTHORIZE** MassMutual Ascend or Affiliate issuing the annuity contract to process this loan application. I agree to hold MassMutual Ascend or Affiliate harmless against any and all claims made by reason of the provision of such loan. If granted, the loan will be subject to this Qualified Annuity Contract Loan Application and Agreement, including the Additional Loan Terms and Conditions section. If electronic payments are requested, I authorize loan payments to be made by periodic drafts from my bank account, and understand and agree that this authorization will apply to all outstanding loans under my contract/certificate which are not in default.

\_\_\_\_\_  
Signature of Owner/Annuitant/Participant

\_\_\_\_\_  
Date

**5. PLAN ADMINISTRATOR CERTIFICATION AND AUTHORIZATION (If Applicable)**

Name of Employer Plan	Name of Plan Administrator	Plan Administrator Phone (     )
-----------------------	----------------------------	-------------------------------------

The Plan Administrator certifies that the loan requested is permitted under the employer's plan and authorizes MassMutual Ascend or Affiliate to process the request as indicated above. The annual rate of interest on the loan should be

% compounded daily, or the standard rate applicable to the contract, if greater.

\_\_\_\_\_  
Signature of Plan Administrator

\_\_\_\_\_  
Date

**6. OWNER/ANNUITANT/PARTICIPANT SIGNATURE NOTARIZATION OR GUARANTEE (If Applicable)**

The Owner/Annuitant/Participant's signature on this Qualified Annuity Contract Loan Application and Agreement must be notarized or signature guaranteed below if:

- 1) Requested by the home office, or
- 2) You purchased your contract electronically with an e-signature and you have not previously submitted a notarized or guaranteed signature.

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing Qualified Annuity Contract Loan Application and Agreement and acknowledged to me that he/she/they signed the same.

My Commission expires:

\_\_\_\_\_  
 MM/DD/YYYY

\_\_\_\_\_  
 Signature of Notary Public

SEAL

SIGNATURE GUARANTEED BY: Stamp or Seal of Eligible Guarantor Institution with Authorized Signature

You may have signature guarantee provided by a bank, savings and loan association, trust company, credit union, broker/dealer or any other "eligible guarantor institution" as defined under the rules adopted by the Securities and Exchange Commission. These institutions often participate in signature guarantee medallion programs such as the Securities Transfer Agent Medallion Program (STAMP).



Affiliate:  
Annuity Investors Life Insurance Company®

Administrator for:  
Continental General Insurance Company®  
Loyal American Life Insurance Company®

**Fixed Annuities: PO Box 5420, Cincinnati OH 45201 / 800-854-3649 / 800-482-8126 Fax**

**Variable Annuities: PO Box 5423, Cincinnati OH 45201 / 800-789-6771 / 513-768-5115 Fax**

**Overnight Address: 191 Rosa Parks St, Cincinnati OH 45202**

## QUALIFIED ANNUITY CONTRACT ADDITIONAL LOAN TERMS AND CONDITIONS

**\*\*\* Please Keep This Section for Your Records \*\*\***

### THE CONTRACT LOAN IS SUBJECT TO THESE ADDITIONAL TERMS AND CONDITIONS:

- 1 MINIMUM NEW LOAN: \$1,000 or as required by state specifications.**
- 2 MAXIMUM TOTAL LOAN(S):** The sum of the NEW LOAN plus the current outstanding balance of any other loan(s) under this contract/certificate shall not exceed the contract loan limits, the IRC Section 72(p) limits, or the Plan loan limits, whichever is the least.
- 3 CONTRACT LOAN LIMITS:** For fixed annuity contracts, the sum of the NEW LOAN plus the current outstanding balance of any other loan(s) under the annuity contract/certificate plus interest on all loan(s) to the next contract/certificate anniversary date, must be at least \$500 less than the Surrender Value. For variable annuity contracts, the sum of the NEW LOAN plus the current outstanding balance of any other loan(s) under the annuity contract shall not exceed 90% of the Surrender Value. For any contracts having both a current Surrender Value and a guaranteed minimum Surrender Value, the maximum total loan(s) will be determined using the guaranteed minimum Surrender Value. For some contract types, MassMutual Ascend or Affiliate issuing the annuity contract may limit the maximum loan(s) to 50% of the Surrender Value.
- 4. IRC SECTION 72(p) LIMITS:** Internal Revenue Code Section 72(p) provides that the maximum total loans to you under this contract AND all other 403(b) TSAs and 401 Pension/Profit Sharing/401(k) Plans or Governmental 457 Plans to which your employer has contributed may not exceed the lesser of (a) \$50,000 less any loan balance paid off within the last 365 days, or (b) the greater of 50% of total vested benefits or \$10,000. YOU AND THE PLAN ADMINISTRATOR (IF APPLICABLE) ARE RESPONSIBLE FOR COMPLYING WITH THESE LIMITS WHEN THIS LOAN IS ADDED TO OTHER LOANS UNDER OTHER TSAs AND/OR QUALIFIED PENSION/PROFIT SHARING PLANS.
- 5. PLAN LOAN LIMITS:** Any loan under a 403(b) TSA, 401 Pension/Profit Sharing 401(k) Plan, or Governmental 457 Plan are subject to any limits imposed by the employer plan. YOU AND THE PLAN ADMINISTRATOR ARE RESPONSIBLE FOR COMPLYING WITH THESE LIMITS.
- 6. NO NEW LOAN IF OTHER LOAN IN DEFAULT:** If this contract was issued after December 31, 2003, then no new loan is permitted while you have any unpaid balance remaining on a defaulted loan under this contract or any other 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plan.
- 7. LOAN FREQUENCY:** An additional loan processing fee may apply if you request more than one new loan under the ANNUITY contract during any twelve-month period.
- 8. INTEREST CHARGED ON LOAN:** Interest charged on the loan shall accrue daily at an annual rate determined for the contract type by MassMutual Ascend or Affiliate issuing the annuity contract, but in no event more than 8% unless required by the plan administrator of any employer plan to which the contract is subject. Subject to these limits, we may increase the interest charged on the loan if any payment on any loan from the annuity contract is not paid within 90 days of the applicable due date. Interest shall continue to accrue until the balance of the loan is paid in full, whether or not the loan has been treated as a taxable distribution for income tax purposes. If not paid when due, interest on the loan shall be added to and made a part of the principal balance.
- 9. REPAYMENTS:** Payments on the loan shall be made in equal monthly or quarterly installments of at least \$100. Monthly installments are only permitted under the automated payment program. The maximum repayment term is 5 years unless the loan is used to purchase the owner's principal residence, in which case the maximum term is 30 years. The payment date and repayment schedule are based on the loan origination date and cannot be changed. Payments may be made by personal checks, cashier's checks, or bank checks payable to MassMutual Ascend or the Affiliate issuing the annuity contract at their post office box address as indicated on this form or at such other address as it may designate in writing. We **will not** accept money orders as a form of loan repayment. Any money order received will be returned to you. If a payment is not received in an acceptable form in a timely manner, it may cause your loan to go into default and result in adverse tax consequences. You are responsible for making all scheduled payments by the due date. No notice of delinquent payments or impending default notice is required.

- 10. ADVANCE REPAYMENT:** The loan may be repaid in whole or in part in advance of the repayment schedule at any time without penalty. Any repayment not made with the regular monthly or quarterly installment must be at least \$100, and shall be applied first to accrued interest and then to principal. Any prepayment shall not reduce the amount of subsequent installments, but shall reduce the term of the loan.
- 11. LOAN SECURED BY ANNUITY CONTRACT:** The outstanding principal balance of the loan, together with any accrued but unpaid interest, shall be secured by and be a first lien upon the values of the annuity contract. For variable annuity contracts, the amount securing the loan will be held in the fixed account option designated by MassMutual Ascend or Affiliate issuing the contract.
- 12. SURRENDERS RESTRICTED:** No amount may be withdrawn or surrendered which would cause the Surrender Value, reduced by the outstanding balance of all loan(s) (and further reduced by interest to the next contract anniversary date for fixed annuity contracts), to be less than \$500. In addition, for variable annuity and certain other contract types, no amount may be withdrawn or surrendered which would cause the Account Value to be less than 110% of the outstanding loan balance.
- 13. REDUCED EARNINGS ON PORTION OF CONTRACT SECURING LOAN:** That portion of the annuity contract equal to the outstanding loan balance (plus interest to the next contract anniversary date for fixed annuity contracts) shall be credited with interest at an annual rate determined for the contract type by MassMutual Ascend or Affiliate issuing the annuity contract that is not less than required to meet any guaranteed minimum rate or value provisions of the annuity contract.
- 14. ACCELERATION OF LOAN AND OFFSET AGAINST CONTRACT VALUES:** Subject to any applicable tax law distribution restrictions and the terms of the employer plan, the full amount of the loan shall become due and payable and MassMutual Ascend or Affiliate issuing the annuity contract may apply the contract values to pay all or any part of the loan, without notice to you and without your consent, if any of the following apply:
- (a) any installment payment on any loan from the contract is not paid within 90 days of the applicable due date;
  - (b) MassMutual Ascend or Affiliate issuing the annuity contract determines any statement in the loan application to be false;
  - (c) the annuity contract is surrendered as a whole, whether upon request or involuntarily as provided in the contract;
  - (d) the annuity contract is matured under any of its settlement options;
  - (e) the Death Benefit under the annuity contract becomes payable; or
  - (f) at the direction of the plan administrator if the annuity contract is subject to an employer plan endorsement.
- If all or any part of the contract values are applied to pay all or any part of the loan, it shall be deemed to be an amount returned to you as a withdrawal or surrender under the contract and shall be subject to all applicable charges and other contract provisions, and shall be reported as a taxable distribution to you.
- 15. APPLICABLE LAW:** The terms and conditions set out above may be modified as required to comply with state law. For Connecticut contracts, loans under the \$1,000 minimum are permitted, but an additional loan processing fee may apply. For Virgin Island contracts, the annual rate of interest on loans shall not exceed 6% except as required by federal law. The loan is intended to qualify for exclusion from income to the extent permitted under Internal Revenue Code Section 72(p), and MassMutual Ascend or Affiliate issuing the annuity contract may change the terms of the loan or administer the loan at any time as needed to comply with federal tax law.