

MassMutual Ascend

Life Insurance Company

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

Overnight Address: 191 Rosa Parks, Cincinnati OH 45202

QUALIFIED ANNUITY CONTRACT LOAN APPLICATION AND AGREEMENT FOR CONTRACTS/CERTIFICATES ORIGINALLY ISSUED BY NATIONAL HEALTH INSURANCE

Owner/Annuitant/Participant	NHIC Contract/Certificate Number
Address	Social Security Number
City/State/Zip	Daytime Phone # ()
Is this the Owner/Annuitant/Participant's new address? <input type="checkbox"/> YES <input type="checkbox"/> NO	

1. LOAN REQUEST

I HEREBY APPLY FOR A NEW LOAN under the MassMutual Ascend 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 \$25. Payments will be scheduled quarterly unless you elect to use the automated payment program in order to schedule monthly payments. Please complete the back of this agreement to request automated payments from your personal checking or savings account.

INTEREST RATE OPTION: INITIAL ONE (If you have another outstanding loan, you must elect the same option that is in effect for the existing loan, and any contrary election will be disregarded.)

OPTION 1: The loan will be charged interest at the fixed annual rate stated in your contract/certificate. No interest will be credited to the portion of the Accumulation Value equal to the loan balance.

OPTION 2: The loan will be charged interest at an adjustable annual rate as stated in your contract/certificate. A lesser rate of interest will be credited to that portion of the Accumulation Value equal to the loan balance.

2. 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)** 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. 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; and **3)** 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 Life Insurance Company to process this loan application. I agree to hold MassMutual Ascend Life Insurance Company 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.

Signature of Owner/Annuitant/Participant

Date

3. PLAN ADMINISTRATOR CERTIFICATION AND AUTHORIZATION (If Applicable)

Name of Employer Plan	Name of Plan Administrator	Plan Administrator Phone ()
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The Plan Administrator certifies that the loan requested is permitted under the employer's plan and authorizes MassMutual Ascend Life Insurance Company 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

REQUEST FOR AUTOMATED LOAN PAYMENTS

THIS AUTHORIZATION APPLIES TO ALL OUTSTANDING LOANS UNDER THIS CONTRACT/CERTIFICATE WHICH ARE NOT IN DEFAULT.

I HEREBY AUTHORIZE LOAN PAYMENTS UNDER THIS CONTRACT/CERTIFICATE TO BE MADE BY PERIODIC DRAFTS FROM MY BANK ACCOUNT:

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: *INITIAL ONE (If neither or both boxes are initialed, drafts will be made quarterly. Monthly installments are only permitted under the automated payment program.)*

QUARTERLY

MONTHLY

MassMutual Ascend Life Insurance Company 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.

Signature of Owner/Annuitant/Participant

Date

ATTACH A VOIDED CHECK

ATTACH
HERE

Name

Address
City, State
Zip

Payable to: _____

Memo: _____

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

XXXX

VOID

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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: \$500.**
- 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 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 Life Insurance Company 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 under the Interest Rate Option chosen by you. Only one Interest Rate Option can be in effect under the contract/certificate at any one time. An Interest Rate Option cannot be changed after the loan is made. 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.

Option 1: The loan will be charged interest at the fixed annual rate stated in your contract/certificate. No interest will be credited to that portion of the Accumulation Value equal to the loan balance.

Option 2: The loan will be charged interest at an adjustable annual rate as stated in your contract/certificate. The rate may change on each contract/certificate anniversary. A lesser rate of interest will be credited to that portion of the Accumulation Value equal to the loan balance, as stated in your contract/certificate.
- 9. REPAYMENTS:** Payments on the loan shall be made in equal monthly or quarterly installments of at least \$25. 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. Payments may be made by personal checks, cashier's checks, or bank checks payable to MassMutual Ascend Life Insurance Company at PO Box 5420, Cincinnati, OH 45201 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 \$25, 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/certificate.
- 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 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:** Interest on that portion of the annuity contract/certificate equal to the outstanding loan balance is based on the Interest Rate Option selected. No interest is credited if Option 1 is selected.
- 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 the MassMutual Ascend Life Insurance Company may apply the contract/certificate 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/certificate is not paid within 90 days of the applicable due date;
 - (b) MassMutual Ascend Life Insurance determines any statement in the loan application to be false;
 - (c) the annuity contract/certificate is surrendered as a whole, whether upon request or involuntarily as provided in the contract/certificate;
 - (d) the annuity contract/certificate is matured under any of its settlement options;
 - (e) the Death Benefit under the annuity contract/certificate becomes payable; or
 - (f) at the direction of the plan administrator if the annuity contract/certificate is subject to an employer plan endorsement.
- If all or any part of the contract/certificate 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/certificate and shall be subject to all applicable charges and other contract/certificate 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. The loan is intended to qualify for exclusion from income to the extent permitted under Internal Revenue Code Section 72(p), and MassMutual Ascend Life Insurance Company may change the terms of the loan or administer the loan at any time as needed to comply with federal tax law.