



Loan Application & Agreement

Mail Address:
MassMutual
P.O. Box 1583
Hartford, CT 06144-1583

Overnight Mail Address:
MassMutual
1 Griffin Road North
Windsor, CT 06095-1512

Fax to:
877-526-2531 or
800-678-8645

Group No.	Plan Name	SSN
Employee Name: <i>Last, First, M.I.</i>		
Address: <i>City, State, Zip</i>		
Home Phone	Work Phone/ Ext	

INSTRUCTIONS

- You must have your Employer or authorized employer representative authorize the loan amount being requested.
- Attached is a worksheet to assist your Employer or authorized employer representative in calculating the IRS Maximum Amount Available.
- You may contact MassMutual at 1-800-528-9009 for a quote of the current loan amount available to your Participant's Account prior to submitting your Loan Application and Agreement.
- The amount of this Loan, when added to all loans made from any other retirement plan or contract sponsored by the Employer may not exceed the lesser of 50% of your vested Participant's Account balance or \$50,000 reduced by the highest outstanding balance on any Loan(s) made to you from this Custodial Agreement (or any other retirement plan or contract sponsored by the Employer) during the twelve-month period ending on the date this Loan is made.

A. EMPLOYEE REQUEST FOR LOAN

I hereby request to borrow from my Participant Account balance under the Custodial Agreement: (I understand that I may not request a loan, or have an outstanding loan, if I am enrolled in an Installment (Systematic) Payment Option Program.) **Check one box only** or your request will not be considered in good order.

Loan proceeds are available from investment options under the Custodial Account except the General Account. If you request a loan for the maximum amount available, the General Account amounts will be included in the determination of the amount available, however, you cannot take a loan from your General Account values. Subject to certain limitations, you may transfer your General Account value to other investment options prior to submitting your request for a loan. To make a transfer please access our website at www.massmutual.com/govnp or call 1-800-528-9009

\$ _____ or, if less is available, we will issue you a check for the Maximum Amount Available. Your General Account value is considered in the determination of your available loan amount, however, you cannot take a loan from your General Account value. There is a \$1,000 minimum.

The Maximum Amount Available from the Custodial Account. See *Instructions* above to determine the loan amount available.

Loan Interest Rate: The interest rate will be the interest rate specified by your Employer on file at MassMutual.

Loan Fee: I understand that Loan Fees will be deducted from my Participant's Account along with the amount borrowed. A processing fee of \$50 is to be deducted from my Participant's Account. Additionally, a maintenance fee of \$12.50 will be deducted from my Participant's Account at the end of each calendar quarter. **I understand that the fees will be withdrawn from any account against all available investment choices and from each contribution source on a pro-rata basis.**

Loan Funds: I understand that the proceeds of my Loan and any Loan fee will be withdrawn from any account under the Custodial Agreement against all available investment choices **except the General Account** and from each contribution source on a pro-rata basis. I understand that loan repayments will be invested in the investment choices under the Custodial Agreement in accordance with my most current investment election on file with MassMutual.

LOAN REPAYMENT TERMS

Loan Duration (Check one):

- This is a general purpose Loan. It will be repaid within: 1 Year 2 Years 3 Years 4 Years 5 Years
- This Loan will be used to purchase a primary residence. It will be repaid during a _____ year repayment period. (Select from 1 to 20 years) **If the repayment period is more than 60 months, you must attach a copy of documents that show that you are requesting the loan so you can purchase or build your principal residence. Examples of satisfactory documents include an Agreement of Sale or Construction Contract.**

Loan Repayments will be made by payroll deduction.

Indicate repayment frequency (**Check one**): Weekly Every two weeks Twice a month Monthly

Please make a copy for your records.

Important Note: Please note that in the event the First Payment Date you indicate is more than 60 days later than the date of the Authorized Signer's Signature in Section D authorizing the loan, this submission will be considered as 'Not In Good Order' and will not be processed, unless and until you provide an earlier First Payment Date.

For payroll deduction, I understand that I must contact my employer to initiate payroll deduction of my loan repayments. The loan repayment schedule will reflect that repayments are to begin _____ (must be the end of the next or next following payroll period). If no date is entered, the loan repayment schedule will reflect that repayments are to begin 14 days from the date the loan application is received by MassMutual in good order at the address above.

B. MAILING INSTRUCTIONS

Send my check via regular mail unless I check the box below.

Send my check express mail. I understand a fee will be charged for this service. **We cannot express mail to a P. O. Box.**

Send my check to the address you have on file for me unless I check the box below and provide a mailing address.

Send my check to the following address

Mailing address: _____

City State Zip: _____

C. PARTICIPANT SIGNATURE

I understand and agree to the terms of the Loan Agreement as stated on page 3 of this application. I understand that I may fully repay the outstanding amount of this loan without penalty. Partial repayments are not allowed. Upon my retirement, death or termination of employment or termination of the Participant's Account prior to the full repayment of the loan, the outstanding principal amount of the loan will be considered due and payable. My vested account balance will be reduced by the amount of the outstanding principal balance of the loan before any distribution to me or my beneficiary, whichever is applicable. I understand and agree that with the loan proceeds I will receive a Promissory Note. I understand and agree that none of the terms or provisions of this Promissory Note may be waived, altered, modified or amended. I further understand my endorsement of the check representing this loan shall constitute my agreement to all terms of the Promissory Note and Loan Agreement. If I return the check to MassMutual unsigned, I authorize MassMutual to deduct a reprocessing fee of \$75 from my account under the Plan.

Employee Signature

Date

D. EMPLOYER OR AUTHORIZED EMPLOYER REPRESENTATIVE SIGNATURE

For plans NOT subject to ERISA: Consistent with Field Assistance Bulletin 2007-02, Under the DOL guidelines, a program could include terms that require the employer to certify to a provider a state of facts within the employer's knowledge as employer. I certify the following:

- That the terms of the plan allow for loans.
- According to our records, the participant has not exceeded the IRS loan limits.
- I have calculated the allowable loan amount that the participant can take from this Contract.

For plans subject to ERISA: I hereby direct MassMutual to issue the loan proceeds accompanied by a Promissory Note to the Participant based upon the information indicated above. I certify the following:

- That the terms of the plan allow for loans.
- According to our records, the participant has not exceeded the IRS loan limits.
- I have calculated the allowable loan amount that the participant can take from this Contract, if applicable,
- I have obtained any Spousal Consent Waiver Forms required by the Retirement Equity Act (REA) or any subsequent regulations.

If applicable, indicate the vesting percentage:

Vesting: Employer Match				%	Vesting: Employer Supplemental				%	Vesting: Other (Specify)				%
----------------------------	--	--	--	---	-----------------------------------	--	--	--	---	-----------------------------	--	--	--	---

Employer or Authorized Employer Representative Signature

Date

Employer or Authorized Employer Representative Name (please print)

Massachusetts Mutual Life Insurance Company (MassMutual), 1295 State Street, Springfield, Massachusetts 01111-0001.

Loan Agreement

403B LOAN

I agree that the following terms will apply to the Loan issued to me under the Custodial Agreement.

Terms of the Custodial Account Agreement : This Loan Agreement and the Loan being made to me are subject to the terms of the Custodial Agreement as now in effect or later amended, including any rules made by MassMutual pursuant to the Custodial Agreement . The pertinent provisions and defined terms of the Custodial Agreement are considered in the terms of this Agreement.

Effect of Borrowing - Limitations: I agree that the amount borrowed will be advanced from my investment accounts maintained under the Custodial Agreement on my behalf in accordance with the Custodial Agreement provisions. I understand that the maximum Loan amount is limited to the lesser of 50% of my vested account balance under the Custodial Agreement or \$50,000 reduced by the highest outstanding balance on any loan(s) made to me from this Custodial Agreement (or any other retirement plan sponsored by the Employer) during the twelve months period ending on the date this Loan is made. In calculating the maximum loan amount, MassMutual has no information about loans that you may have with other providers. MassMutual will use only information available under MassMutual contracts to determine the maximum loan amount and will not be responsible for any adverse tax consequence that may result.

Minimum Loan Amount: For all loans, the required minimum individual account value is \$2,000. The minimum loan amount is \$1,000.

Maximum Loan Amount: I understand that the amount of this Loan, when added to all loans made to me from this Custodial Agreement (or any other retirement plan or contract sponsored by the Employer) may not exceed the lesser of 50% of my vested Participant's Account balance or \$50,000 reduced by the highest outstanding balance on any Loan(s) made to me from this Custodial Agreement (or any other retirement plan or contract sponsored by the Employer) during the twelve-month period ending on the date this Loan is made.

Loan Duration: Principal and interest must be amortized and repaid at least quarterly.

Effect of Repayment: As I repay this Loan, the repayment (both principal and interest) will be credited to my Participant's Account and invested in accordance with the terms of the Custodial Agreement. *I will be provided with a complete repayment schedule for this Loan* . Loan repayments will be made to the contribution source from which the Loan was taken and the current investment allocation election.

Loan Terms: The basic terms of the Loan are specified in the Promissory Note provided with the loan proceeds. I promise to repay this Loan in the manner and to the extent required by this Agreement and the Promissory Note.

Repayment of Loan:

During any period I am employed by the Employer, I hereby authorize the Employer to deduct from my salary, or amounts paid in lieu thereof, the repayment amounts set forth in the Promissory Note. During any period of time when I am not receiving salary or amounts paid in lieu thereof (such as certain periods of layoff or leaves of absence) or my salary or other payment is insufficient to make the required repayment or if I should cancel my salary deduction authorization, I agree to make the scheduled repayment when due (or any deficiency therein) by check to the Employer. In the event that a deduction is not made, I agree to make the scheduled payment when due by check (which will include my Group Number) **payable to MassMutual and mail to: MassMutual, P.O. Box 1583, Hartford, CT 06144-1583**

Event of Default: If any of the following events occur before this Loan, plus interest, is repaid in full, there shall be an event of default: (1) termination of my employment for any reason (including death); (2) a distribution is required to be made under a qualified domestic relations order affecting my Participant's Account and the distribution would exceed my interest in the Custodial Agreement less the amount of the Loan outstanding plus accrued interest; or (3) my failure to repay the loan when due. Upon the event of default, I acknowledge that the entire outstanding balance of the Loan plus any accrued interest shall be considered immediately due and payable and interest will continue to accrue until the earlier of the date I repay the Loan in full or the date on which foreclosure occurs. If payment is not made by the end of the calendar quarter following the calendar quarter in which the default event occurred, the Loan plus any accrued interest will be in default and will be reported as taxable to the extent permitted by law and will be foreclosed upon at such time as the law permits. An early withdrawal penalty may also be applicable.

Early and Late Repayment: I have the right to repay at the end of the quarter in full (but not in part) the outstanding principal balance of the Loan plus unpaid interest to the date of such quarter end.

Security Interest: I understand that the Loan shall be secured by a lien on my interest in the Custodial Agreement equal to the value of the outstanding principal plus interest. Accordingly, I grant a security interest in, and a general lien upon, the vested balance of my Participant's Account under the Custodial Agreement as security for the payment when due of the principal and interest on the Loan.

WORKSHEET to CALCULATE the IRS MAXIMUM LOAN AMOUNT

The Internal Revenue Code requires us to consider a participant's current loan balances for all their retirement programs when processing a loan request. The plan sponsor must determine if the participant has an existing loan with any 457(b) deferred compensation program, 403(b) Tax Sheltered Annuity program, or 401 program in your plan. The plan sponsor may use this loan worksheet to calculate the loan amount available.

1. Current MassMutual vested account balance, including any outstanding loan amount. Note: only include the balance of the account for which the loan is being requested. We do not aggregate the account balances.	\$	
2. Maximum % Limit: Line 1 x 50%.	\$	
3. Maximum \$ Limit: If there has been no outstanding loan balance for the last 12 months, enter \$50,000 on Line 3. Otherwise complete the following calculation and enter the result from (d) on Line 3.	\$	
(a) = Highest outstanding loan balance in the last 12 months. Note: Provide all highest outstanding loan balances that the participant has with any provider under your plan (including MassMutual's).	\$	
(b) = Current outstanding loan balance. Note: Provide all outstanding loan balances that the participant has with any provider under your plan (including MassMutual's).	\$0	
(c) = (a) minus (b).	\$	
(d) = \$50,000 minus (c).	\$	
4. Maximum Loan amount: Lesser of Line 2 or Line 3.	\$	
5. Current outstanding loan balance.	\$0	
6. Available Loan Amount: Line 4 minus 5. If the result is less than zero, enter zero.	\$	

The plan sponsor can obtain the most up to date loan information by logging onto our website.

1. Enter the plan sponsor's user name and password
2. Go to reports
3. Select Information Sharing Report

Do not return this worksheet to MassMutual.