
Athene Annuity & Life Assurance Company of New York

1. Contract Information

Contract Number_____
Name of Annuitant (if different from owner)_____
Name of Contract Owner_____
Social Security Number_____
Street Address, City, State, Zip_____
Telephone Number

2. Contract Loan Agreement for IRC Section 403(b) and 501(c) (3)

The Internal Revenue Code allows for the borrowing of a limited amount of any employee's interest in a 403(b) or 501(c)(3) plan without being included in gross income.

It is understood that to not realize taxable income, the amount loaned and the duration of the loan must adhere to the following requirements which terms are hereby made a part of this Loan Agreement.

1. The amount of the loan, when added to the outstanding loan balance under all other plans of an employee must not exceed the **lesser** of
 - a) \$50,000 reduced by the excess (if any) of
 - (i) the highest outstanding balance of loans from the plan during the one year period ending on the day before the date on which this loan is made, less
 - (ii) the outstanding balance of loans from the plan on the date on which this loan is made,
 - or b) One-half of the contract values, **less withdrawal charges** under all such plans
2. The owner of this policy agrees that the loan is made in accordance with Section 72(p) of the Internal Revenue Code and its regulations.

It is agreed that this loan shall also be governed by the terms of the individual annuity that has been issued and that the Company has a first lien on the contract values to the extent of any loan balance. These contract values are hereby assigned to the Company as sole security for the loan. The loan interest and due date will be as stated in the individual policy contract. If interest is not paid when due, it will be added to the loan and will bear interest at the same rate. The payment of these funds may affect the guaranteed and non-guaranteed elements, face amounts and/or surrender value.

3. In accordance with Section 72(p) (2) (B) (ii), you must indicate the reason for the loan. Please check one of the following:

- The purpose of this loan is to acquire a principal residence for myself, within the meaning of the IRC section 72(p) (2) (B) (ii). I understand that this loan must be repaid quarterly within a reasonable amount of time and that a substantially level amount of amortization of the loan is required quarterly, over a period of years not (to exceed 30).
- The purpose of this loan is **NOT** to acquire a principal residence. I understand that this loan is to be repaid quarterly within 5 years with substantially level amortization of the loan. I elect to repay this loan quarterly over a period of _____ years (not to exceed 5).

4. In accordance with Section 72(p) (2) (B) (ii), you must indicate the amount of the loan.

- Maximum Amount Available
- Specified Amount \$ _____

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5. IMPORTANT INFORMATION REGARDING ADDITIONAL LOANS

PLEASE NOTE: Neither Athene Annuity & Life Assurance Company of New York, nor any of its employees, agents or representatives gives legal, tax or accounting advice. The information given here is merely a summary of our understanding of the current tax laws, regulations and current interpretations thereof, as they relate to the contract, and is not a warranty or representation concerning such matters. We recommend that you consult with your attorney, accountant or tax adviser.

If you have an outstanding loan taken prior to January 1, 1987, and you take an additional loan, the entire loan must be repaid based on the date of the new loan. Loans taken prior to January 1, 1987, are not subject to repayment requirements of IRC section 72(p), **UNLESS** the loan balance is renegotiated, extended, renewed or revised. In that event the loan will be treated as a loan made on the date it is amended; therefore, it will be subject to IRC section 72(p) provisions. An additional loan is considered a renegotiation.

6. Certification of Taxpayer Identification Number

Under penalties of perjury, I certify that:

1. The Social Security Number or Taxpayer Identification Number shown on this form is correct (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because:
 - (a) I am exempt from backup withholding, or
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (as defined in the General Instructions of IRS Form W-9), and
4. The FATCA code(s) entered on this form, if any, indicating that I am exempt from FATCA reporting is correct. Exemption from FATCA reporting code, if any: _____(FATCA reporting codes can be found in the General Instructions for IRS Form W-9.) If you are only submitting this form for an account you hold in the United States, you may leave this field blank.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your return.

7. Acknowledgement / Signature(s)

I hereby acknowledge that I have read and understand the terms of this loan and I further understand that the company accepts no responsibility concerning my adherence to the above stated requirements. The employer is to complete and sign this form in addition to the owner

X _____
Signature of Owner/Annuitant

Date

X _____
Signature of Owner/Annuitant's Spouse

Date

X _____
Signature of Employer, Trustee or Plan Administrator/Title

Date

X _____
PRINT NAME OF EMPLOYER