



# Policy Loan Agreement IRC Section 401(k) Plan

## Athene Annuity & Life Assurance Company of New York

### 1. Contract Information

Contract Number

Name of Annuitant

Name of Trustee

Telephone Number

Street Address, City, State, Zip

### 2. Loan Agreement

The Internal Revenue Code allows for the borrowing of a limited amount of any employee's interest in a 401(k) Plan without being included in gross income. It is the purpose of this Loan Agreement to allow the policy owner to borrow against the cash value of this policy only in accordance with limitations specified in IRC Section 72(p).

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. \$50,000.00 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 date this loan is being made less
    - ii. The outstanding balance of loans from the plan on the date this loan is being made
  - b. One-half of the contract values *less withdrawal charges* under all such plans (but not less than \$10,000.00)

If the total contract values under all plans of the employer, with respect to an employee, is less than \$10,000.00, the loan maximum is subject only to the limits of the policy.

2. Each loan must be repaid within 5 years, unless a longer period is permitted under IRC Section 72(p).
3. The owner of this policy agrees that this loan is made in accordance with Section 72(p) of the Internal Revenue Code and its regulations.

It is agreed that this loan shall be governed by the terms of the individual annuity policy which has been issued and that Athene Annuity & Life Assurance Company of New York has a first lien on the policy values to the extent of any loan balance. These policy values are hereby assigned to Athene Annuity & Life Assurance Company of New York as sole security for the loan. While assigned, interest will be credited with the interest rate of 5.50% annually..

4. Interest on all policy loans is payable on the policy anniversary. Interest at the rate of 7% per annum in arrears will be charged against the cash value equivalent to the outstanding loan amount. If not paid when due, such interest will become part of the outstanding loan.

### 3. Request for Loan

In accordance with the term of this loan agreement and the policy, I hereby request Athene Annuity & Life Assurance Company of New York to issue a loan check in the amount of \$\_\_\_\_\_, made payable to \_\_\_\_\_(Name of Trust).

### 4. Acknowledgement/ Signatures

I hereby acknowledge that I have read and understand the terms of this loan agreement. I further understand that Athene Annuity & Life Assurance Company of New York accepts no responsibility concerning my adherence to the above state requirements.

Executed at (City, State)

Date

Name of Trustee (Please print)

Name of 401(k) Trust

Signature of Trustee

### 5. Notice

No agent or representative of Athene Annuity & Life Assurance Company of New York is authorized to alter, change or waive any of the terms or conditions of this loan agreement, or to bind Athene Annuity & Life Assurance Company of New York by any statement or representation as to the terms of a loan under the policy. Athene Annuity & Life Assurance Company of New York suggests that you consult your tax advisor for tax information pertaining to your individual situation.