

POLICY LOAN AGREEMENT – Tax Deferred Annuity (TSA)

Please check the box next to your insurance company's name.

ManhattanLife Insurance and Annuity Company Western United Life Assurance Manhattan Life Family Life

Policy Number:	Owner/Annuitant Name:	Social Security Number:
Address:		

In accordance with the terms of the Policy Loan Agreement and the Policy, I, the Owner/Annuitant, hereby request the Company to make a loan in the principal amount of \$_____ (the "Loan"). I hereby warrant and represent the following:

- A. That this Loan is intended to qualify under Section 72(p) of the Internal Revenue Code, as amended (the "Code") and the specific provisions of my employer's tax-sheltered annuity arrangement through which this Policy was issued.
- B. That the balance of the Loan, when added to my total outstanding loan balance under all other retirement plans of my employer ("Outstanding Loan Balance") does not exceed the lesser of
 - a. \$50,000, reduced by the excess (if any) of my highest Outstanding Loan Balance during the prior-12-month period over my current-Outstanding Loan Balance; or
 - b. one-half (1/2) of my total nonforfeitable benefit under all retirement plans of my employer. If my total nonforfeitable benefit is more than \$10,000 but less than or equal to \$20,000, and all contributions paid as Premiums for this Policy are attributable to elective deferrals, the Loan does not exceed \$10,000.
- C. That the Policy is not assigned or pledged as collateral to any other person or legal entity and that no proceedings in bankruptcy or Insolvency, voluntarily and involuntarily, have ever been instituted by or against me or my Spouse (if my Spouse's signature is required below), and that neither is under guardianship of any legal disability, except as follows (give dates and particulars for any exceptions below): _____

I promise to repay the Loan to the Company in substantially level quarterly payments of principal and interest, over a period not to exceed 5 years, unless this Loan is used to acquire my principal residence, in which case the term of the Loan may not exceed 30 years. Please Indicate length of payback period:

5 years 15 years (principal residence loan) 30 years (principal residence loan)

The interest rate on the Loan will be that rate stated in the Policy. The quarterly Loan repayment amount will be provided at the time the Loan is made, and in accordance with the terms of the Policy. The first quarterly Loan payment shall be due and payable 3 months after the date of the Loan, and subsequent quarterly loan payments shall be due and payable every 3 months thereafter. Billings will be mailed 15 days prior to the due date of the Loan repayment. I hereby authorize the Company to repay the Loan through a withdrawal from the Policy should a payment become overdue. I understand that such withdrawals may be subject to withdrawal charges under the terms of the Policy.

I acknowledge that this Policy Loan Agreement is completed with full understanding of its terms and with acceptance of full responsibility for this Loan's compliance with all applicable requirements under Section 72(p) of the Code, my employer's tax sheltered annuity arrangement, and the Employee Retirement Income Security Act (ERISA) if applicable. I further understand and agree that the Company accepts no responsibility for any adverse tax consequences which I may experience for failure to adhere to all applicable requirements for the Loan. I hereby assign all right, title and interest in and to this Policy to the Company as sole security for repayment of Loan.

The Owner hereby certifies, under penalties of perjury that the taxpayer identification number(s) provided in this agreement are correct, and that no payee hereunder is subject to backup withholding. Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

_____ Owner/Annuitant Signature	_____ Date	_____ Spouse of Owner/Annuitant Signature*	_____ Date
_____ Witness of Spouse's Signature (Notary Public or Authorized Plan Representative)	_____ Date	_____ Signature of Irrevocable Beneficiary, if any required	_____ Date

Notice: No agent or representative of the Company is authorized to alter, change or waive any of the terms or conditions of this Policy Loan Agreement or to bind the Company by any statement or representation as to the terms of a loan under the Policy. An attorney, accountant, or tax advisor should be consulted for tax information relating to the use of this Policy Loan Agreement.

*Signature Of Spouse required if resident of a community property state or if required by the terms of the specific loan provisions set forth under the employer's plan or ERISA. See your employer for further information.

Community Property States: AZ, CA, ID, LA, NV, NM, TX, WA and WI

Submit Completed Form to:

Policyholder Services, P.O. Box 925068, Houston, TX 77292-5309
Customer Service Department 1-800-669-9030
www.manhattanlife.com

