

# LOAN REQUEST AND AGREEMENT SECTION 403(b)/TAX SHELTERED ANNUITY CONTRACT - INSTRUCTIONS

ReliaStar Life Insurance Company (the "Company")  
A member of the Voya® family of companies  
Home Office: Minneapolis, MN  
Customer Service: PO Box 1559, Hartford, CT 06114-1559  
Phone: 877-884-5050 Fax: 800-531-5030



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## GOOD ORDER

All transactions will be processed upon completion and receipt of this form and any other required document in good order. Good order is defined as receipt of any required information at our Service Center accurately and entirely completed, with any applicable signatures. If this form is not received in good order, including any required Employer, Plan Sponsor, or Third Party Administrator signature, it may be returned to you for correction and re-submission. If additional required documents are not properly executed and received within 30 days of receipt of the initial documentation, the entire submission will be closed and new paperwork will be required. For ERISA Plans only, complete and attach a Spousal Consent form.

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## RETURN COMPLETED FORMS

Choose only one submission method. Multiple submissions may result in processing delays and/or duplicate loans.

**Important Note: All loan requests will require signature and certification by your Employer or an authorized Third Party Administrator in Section 7 or 8 with few exceptions. Please contact your Employer or Plan Administrator for their signature and certification before submitting your form to the following address or fax number.**

**Regular Mail:**

Customer Service  
PO Box 1559  
Hartford, CT 06114-1559

**Overnight Delivery:**

Customer Service  
One Orange Way  
Windsor, CT 06095

**Fax:**

Customer Service  
Toll-Free Fax: 800-531-5030

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## TERMS AND CONDITIONS

Loans are available to participants under 403(b) contracts from the value of the contract derived from employee salary reduction contributions. Loans are not available to an alternate payee. If your Employer's plan permits, loans may also be available from the vested portion of the value of any Employer Contributions made to your account.

Variable Annuity Contracts Only: For the purpose of calculating the maximum loan amount, the value of the vested contract value will be determined at the next valuation following our receipt of the Loan Request and any other required forms in good order. A valuation occurs after the close of business of the New York Stock Exchange (NYSE) on any normal business day, Monday through Friday, that the NYSE is open.

The loan effective date will be the date the Company has processed your loan check.

Notwithstanding any other provision in this Loan Agreement, the Company reserves the right to make any changes to this Loan Agreement that are required by federal and/or state laws and regulations. In addition, the Company reserves the right to make any changes to this Loan Agreement that are required to enable it to administer this loan in accordance with the annuity contract or other agreement between the Company and your Employer, including but not limited to, requiring that the entire outstanding loan balance will be considered in default and reported as a deemed distribution to the IRS in the event any repayment is not received by the Company by the due date (including any applicable grace period), and changing the method or frequency of payment. Unless required by law, no such change will affect the outstanding loan amount or the term of the loan.

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## **PARTICIPANT INFORMATION**

Please complete and/or verify the information requested in its entirety. Your form will NOT be processed without the SSN (Social Security Number) completed.

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## **LOAN AMOUNT**

### **Minimum Loan Amount**

Each TSA loan from a fixed annuity must be for at least \$500, except the MVA Annuity (Contract No. 03501) or a StrataFlex Annuity (Contract No. 04201), which must be for at least \$1,000. Each TSA loan from a variable annuity must be for at least \$1,000.

### **Maximum Loan Amount**

For all contracts except the MVA Annuity and FutureLink Equity Index Annuity:

For contracts subject to ERISA, the IRS requires a maximum loan amount, not to exceed the lesser of:

1. Fifty percent (50%) of the vested contract value, including any current outstanding loan balance, reduced by any outstanding loan balance(s) on the loan effective date; or
2. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

For contracts not subject to ERISA, the maximum loan amount is not to exceed the lesser of:

1. The contract's Withdrawal Value (*defined as the maximum amount you would receive if you were to surrender your TSA contract*); or
2. The greater of \$10,000 or one half of the vested contract value; or
3. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

For the MVA Annuity and FutureLink Equity Index Annuity, the maximum loan amount is not to exceed the lesser of:

1. Fifty percent (50%) of the vested contract value, including any current outstanding loan balance, reduced by any outstanding loan balance(s) on the loan effective date; or
2. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

Any amount awarded to another person under a Qualified Domestic Relations Order (QDRO) is not part of your contract value.

The balance of all outstanding loans may not exceed \$50,000. In calculating this limit, all loans (including accrued interest on defaulted loans) under all 401, 403(b) and 457 Plans sponsored by your Employer and Plans of related Employers must be combined. We will use only information available to us to determine the outstanding loan amounts and will not be responsible for any adverse tax consequences that may result.

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## **ADDITIONAL LOAN DISCLOSURE**

The Internal Revenue Code imposes maximum limits on loans. Except where the Employer, third party administrator, or aggregator is required to approve the loan request, the Company relies on the participant to provide information that it does not otherwise have in order to determine the maximum amount available for a loan. Failure to provide accurate and complete information may result in taxable income to you. The additional loan disclosure will not be used in determining the loan amount if Employer, third party administrator, or aggregator authorization is required.

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## REPAYMENT METHOD

*If the proper documentation is not submitted or if no selection is made, option A. Repayment Coupon method will be used.*

### Repayment Coupon

You will receive loan repayment coupons in approximately two (2) weeks. Notify the Company if you do not receive coupons within a reasonable time. Please reference your loan coupons for the exact amount and send all monthly loan repayments in U.S. currency along with a loan coupon to the ReliaStar Life Insurance Company address indicated on your loan coupon. Your loan coupons are the only reminder you will have to make your loan repayment.

Your final loan repayment amount may differ from the monthly repayment due to accrued interest. Contact Customer Service prior to submitting your final repayment.

Repayments are required monthly and must be at least the amount shown on the coupon. Except in the case of a loan payoff, repayments less than the required amount will be returned to you. Additional repayments may be submitted to reduce the principal amount of the loan; however, they do not eliminate your obligation to future monthly repayments.

### Electronic Payment Authorization

Electronic repayments will only be drafted from a checking account.

If no date is selected, the first repayment will be dated one month from the date the loan is processed/initiated. Loan requests processed on the 29th, 30th or 31st of any calendar month will have a repayment date of the 28th of each month.

You may choose a monthly repayment amount that is more than the required monthly repayment. Any additional amount over the required monthly repayment will reduce the principal amount of the loan; however, this does not eliminate your obligation to future monthly repayments.

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## NUMBER OF LOANS ALLOWED

For FutureLink, Premier, Premier 3, Premier 5, Premier Flex, QuintaFlex, QuintaFlex II, SelectStep, and SingleSaver Annuity, a maximum of four (4) loans are allowed per twelve (12) month period.

For the MVA Annuity, a maximum of one (1) loan is allowed outstanding at any time. If there is a prior loan taken which is now in default, no new loans may be taken until you have repaid in full the defaulted loan plus accrued interest.

For the StrataFlex Annuity, a maximum of one (1) loan is allowed per contract year. If there is a prior loan taken which is now in default, no new loans may be taken until you have repaid in full the defaulted loan plus any accrued interest.

For all other contracts, a maximum of four (4) loans is allowed per calendar year from either a fixed or variable annuity contract.

For the SelectStep contract, the Modification Election is not allowed if there is an outstanding loan.

For all contracts issued under the same or related employer on or after January 1, 2004, if you have an outstanding defaulted loan, you will not be permitted to take a subsequent loan until the outstanding defaulted loan and any accrued interest is repaid. This will not apply to contracts issued on or before December 31, 2003. For these contracts, subsequent loans are permitted when there is an outstanding defaulted loan.

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## LOAN REPAYMENT PERIOD

Principal and interest must be amortized and repaid monthly.

For general purpose (non-residential) loans, the repayment period is from one (1) to five (5) years, as you select, and as permitted by your plan.

For residential loans (used to purchase your principal residence), the repayment period may be greater than five (5) years not to exceed twenty (20) years, as you select, and as permitted by your plan.

Once a loan repayment period has been selected, the repayment period cannot be changed.

Effective January 1, 2004, refinancing of outstanding loans is not permitted.

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## ERISA PLANS AND SPOUSAL CONSENT

ERISA - Refers to the Employee Retirement Income Security Act of 1974. Generally, a TSA plan is exempt from ERISA when (1) the plan is maintained by a church or government entity (e.g., public school) and (2) contributions to the plan are made only on a salary reduction basis. Consult with your Employer or the Plan Administrator to confirm whether its plan is subject to ERISA.

If your contract is part of an ERISA plan, you must complete the Spousal Consent form if you are married. If you are married, your Spouse must also give spousal consent by signing this form where indicated before a notary public or plan administrator.

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## INVESTMENT OPTION INFORMATION *(Variable Annuity Contracts Only)*

Amounts held as security for the loan will be withdrawn proportionately from the investment options under the contract value unless otherwise indicated. If the loan amount exceeds specific fund requests, funds will be taken on a pro rata basis. Amounts held in the loan account will earn a fixed rate of 3% annually and will not reflect market variability. For variable annuity contracts subject to ERISA, amounts held in the loan account will earn a fixed rate of 5.5% annually and will not reflect market variability.

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## LOAN INTEREST

### Interest Charged

For all contracts except the MVA Annuity and FutureLink Equity Index Annuity, the Company will process the loan with the rate in effect when the loan paperwork is received in good order. A loan interest rate of 5.50% is currently charged for the entire term of the loan. For variable annuity contracts subject to ERISA, a loan interest rate of 8% is currently charged for the term of the loan.

For the MVA Annuity, the loan interest rate will be equal to Moody's Corporate Bond Yield Average – Monthly Average, as published by Moody's Investors Service Inc., for the calendar month ending two months before the date on which the new loan interest rate is effective. The Company will process the loan using the rate in effect at the time the loan paperwork is received in good order. You may contact us for the interest rate effective for your loan. The loan interest rate will be in effect for the entire term of the loan.

For the FutureLink Equity Index Annuity, the maximum loan interest rate will be equal to the greater of 4.0% or the Moody's Corporate Bond Yield Average - Monthly Average, as published by Moody's Investors Service Inc., for the calendar month ending two months before the date on which the new loan interest rate is effective. The Company will process the loan using the rate in effect at the time the loan paperwork is received in good order. You may contact us for the interest rate effective for your loan. The loan interest rate will be in effect for the entire term of the loan.

### Interest Earned (Fixed Contracts Only)

The Company will hold a portion of your contract value equal to the outstanding balance as security for the loan. For the MVA Annuity and the FutureLink Equity Index Annuity, this portion of your contract value will continue to earn the same rate of interest as the rest of your contract value as fully described in your contract. For all other annuities, the portion held as security for the loan may earn less interest than is credited to the unloaned portion, but it will never earn less than three percent (3%).

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## LOAN REPAYMENTS

The first repayment is due beginning one month from the date the loan is processed. All subsequent repayments will be due on the same day of each following month. However, loan requests processed on the 29th, 30th, or 31st of any calendar month will have a repayment date of the 28th of each month starting the following month.

If a loan repayment is not received by the Company within 27 days before or after the due date (grace period), the monthly loan repayment will be considered a missed repayment. Any amount in excess of the repayment that is due will be applied as principal. Additional repayments do not count towards past or future repayments that are due, but instead, only as a reduction in the principal of the loan balance. Prepayment (other than a complete loan payoff) is not allowed.

Any loan repayment or payoff received on a business day will be processed with the same effective date in which it was received by the Company. Any loan repayment or payoff received on a non-business day will be processed with an effective date of the next available business day.

Loan repayments must be in U.S. currency. Repayment cannot be made by salary deduction and you cannot pay off this loan without the Company's prior written consent.

The principal portion of each loan repayment under a variable annuity contract will be allocated among the same investment options and in the same proportion as future purchase payments would be allocated. The interest portion is retained by the Company.

*Repayment of Defaulted Loans:* You may elect to repay the outstanding balance of a defaulted loan (as defined in this form).

**For variable annuity contracts only,** the Company will apply the principal portion of the repayment to the same investment options and in the same proportion as future purchase payments would be allocated. The Company will retain the portion of the loan repayment consisting of accrued interest and the deferred sales charge. Since the defaulted loan was reported as a taxable distribution in the year of default (and subject to the IRS 10% penalty tax that applies to premature distributions, unless an exception applies), the repayments are treated as after-tax repayments which give you a cost basis (after-tax contributions). Any cost basis is not taxed at annuitization or withdrawal. Depending on whether or not you had a distributable event at the time the loan was defaulted, or at a later date, your loan payoff may be treated as a Qualified plan loan offset. For further details, please see the section in the attached Special Tax Notice entitled, If you have an outstanding loan that is being offset or refer to IRS Regulation for Qualified plan loan offset in IRC§402(c)(3)(C)(ii).

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## LOAN REPAYMENTS *(continued)*

If repayment is to be made using the repayment coupon method, by executing this form you acknowledge that you understand that: (1) the Company will send me repayment coupons showing the amount of my monthly repayments; (2) it is my responsibility to notify the Company immediately if I do not receive the coupons within a reasonable amount of time; and (3) I will still be responsible to make the repayments on time in the event I have not received my coupons.

Processing of loan repayments *(including pricing of such repayments)* may be delayed for administrative reasons, including but not limited to submission of repayments without a proper loan coupon, or where the amount of a repayment differs from the amount printed on the loan coupon.

Unless you have signed up for Electronic Payment Authorization, send all monthly loan repayments in U.S. currency along with a loan coupon to the ReliaStar Life Insurance Company address indicated on your loan coupon. Your loan repayment may be delayed if not accompanied by the appropriate loan coupon.

**Send all monthly loan repayments to the designated location and make payable to ReliaStar Life Insurance Company:**

**Regular Mail:**

ReliaStar Life Insurance Company  
PO Box 1780  
New York, NY 10116

**Overnight Delivery:**

JP Morgan Chase - Lockbox Processing  
ReliaStar Life Insurance Company  
Box 1780  
4 Chase Metrotec Center, 7th Floor  
Brooklyn, NY 11245

**Include a current loan coupon and write the following on your check or money order:**

- The 15-digit contract number
- The words LOAN REPAYMENT
- The 5-digit Loan ID#
- The 4-digit Secondary ID *(Last 4 of your SSN)*

**Inform your repayment provider to include the following:** Your 15-digit Contract Number [Contract Number], 5-digit Loan # [Loan Number], and 4-digit Secondary ID [Sec ID] in the memo or comment field of the check(s). Your repayment provider must include this information on your online bill pay check(s) for it to be acceptable.

Loan payoff quotes and instructions may be obtained by calling Customer Service at 1-877-884-5050.

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## LOAN DEFAULT

The IRS requires that loan repayments be made on a regular and level amortization schedule. To comply with this requirement, each loan repayment must be paid within the 27-day grace period before or after the due date. A repayment received after this grace period is considered a missed repayment. If you qualify for a distribution under the terms of your plan, funds will be taken from your contract value to cover the missed loan repayment. A distribution to cover a missed repayment or defaulted loan is considered taxable income. If you do not qualify for a distribution and miss four repayments, the entire loan will be in default and considered both a deemed distribution and taxable event in the year the default occurred. Please be aware that at the point of the 27-day grace period, (after the due date of the 4th missed payment), extends over the calendar quarter, you loan will default on the last day of the quarter. Please consult your tax advisor for additional information.

A defaulted loan will remain outstanding on your account and affect the values for future loans. A defaulted loan will continue to accrue interest which may result in a depletion of your contract value. You may continue to make loan repayments after a loan has been reported as a deemed distribution, as long as those payments are equal to or greater than the required minimum periodic repayment amount. These repayments are treated as after-tax repayments which give you a cost basis (after-tax contributions). Any cost basis is not taxed at annuitization or withdrawal.

On the day you attain age 59 1/2, or we are notified that you have separated from service, a partial withdrawal will be processed for the total outstanding loan balance and accrued interest and costs and this amount will be retained by the Company in order to pay off your defaulted loan.

For all ReliaStar Life Insurance Company contracts issued on or after January 1, 2004, if you have an outstanding defaulted loan, you will not be permitted to take a subsequent loan until the outstanding defaulted loan and any accrued interest is repaid. This will not apply to ReliaStar Life Insurance Company contracts issued on or before December 31, 2003. For these contracts, subsequent loans are permitted, subject to the terms of your Employer's plan, when there is an outstanding defaulted loan.

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**WITHDRAWAL OF YOUR ACCOUNT**

If you take a full withdrawal and you have an outstanding loan, and the amount available for distribution is enough to cover a) the entire outstanding loan (principal plus accrued interest), and b) any early withdrawal charge due and Market Value Adjustment (MVA) if applicable on the outstanding loan balance, then the sum of a) and b) is deducted from your Contract Value (as defined by your contract) and the loan is canceled. The outstanding principal loan balance and accrued interest, if not previously reported, will be reported to the IRS as a taxable distribution on IRS Form 1099-R.

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**ELECTION OF AN ANNUITY OPTION**

If you elect an annuity option and have an outstanding loan balance, you may repay this balance, or your contract value will be adjusted as described in your annuity contract.

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**BANKRUPTCY**

In the event of a bankruptcy, the outstanding loan remains an obligation of the Participant.

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**DIVORCE**

In the event of a divorce, the outstanding loan remains an obligation of the Participant unless it is assumed by the alternate payee through completion of the appropriate QDRO certification form. Loan repayments will be allocated to the person responsible for the repayment and, in the event of default, the defaulted amount will be tax reported to such person.

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**PARTICIPANT SIGNATURE AND TAXPAYER CERTIFICATION**

This section must be signed and dated by the participant

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**EMPLOYER, PLAN SPONSOR OR NAMED FIDUCIARY AUTHORIZED SIGNATURE AND CERTIFICATION**

This section must be completed by the Employer or its designee if required by a contract between the Company and the Employer.

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**THIRD PARTY ADMINISTRATOR AUTHORIZED SIGNATURE AND CERTIFICATION**

This section must be completed if required by the Employer.

# LOAN REQUEST AND AGREEMENT SECTION 403(b)/TAX SHELTERED ANNUITY CONTRACT

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Home Office: Minneapolis, MN  
Customer Service: PO Box 1559, Hartford, CT 06114-1559  
Phone: 877-884-5050 Fax: 800-531-5030



Each loan is subject to the Terms and Conditions of the Loan Agreement, Annuity Contract, and 403(b) Plan Document. Your Employer, Plan sponsor, or Third Party Administrator's signature is required on this form prior to sending it to the Company. For ERISA Plans only, complete and attach a Spousal Consent.

**RETURN COMPLETED FORM** - Choose only one submission method. Multiple submissions may result in processing delays and/or duplicate loans.

**Regular Mail:**

Customer Service  
PO Box 1559  
Hartford, CT 06114-1559

**Overnight Delivery:**

Customer Service  
One Orange Way  
Windsor, CT 06095

**Fax:**

Customer Service  
Toll-Free Fax: 800-531-5030

## 1. CONTRACT OWNER INFORMATION *(Please print.)*

Contract Number **(Required)** \_\_\_\_\_  
*(Financial transactions require a separate form for each contract.)*

Contract Owner Name **(Required)** \_\_\_\_\_ SSN/TIN **(Required)** \_\_\_\_\_

Check here if the address provided below is your current permanent mailing address. We will update our records to reflect this address if not currently on file.

Address **(Required)** \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_

If the above box is not checked and the address provided above does not match the address we have on file, your request will be considered not in good order and a new form will be required.

**Resident state for tax purposes:** \_\_\_\_\_ *(If your current physical and/or mailing address is outside of your state of legal residence for tax purposes, please enter your tax state here and in section 6.)*

**Mail check to:**

Above address

Alternate address *(Please complete the following.)*

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## 2. LOAN AMOUNT

Total Loan Amount Requested: \$ \_\_\_\_\_

**Requests without a specified dollar amount will be returned for completion and re-submission.**

Each loan request must be for at least \$500 or \$1,000 as specified in the Loan Amount instructions. If the amount requested exceeds the maximum available, we will process a loan for the maximum amount available.

Checks will be made payable and mailed to the participant. Checks will NOT be issued to a third party.

Variable Annuity Contracts Only: The loan amount will be processed pro rata from the investment options under the TSA, unless otherwise specified below.

Fund Name \_\_\_\_\_ Fund # \_\_\_\_\_ Amount or % \_\_\_\_\_

Fund Name \_\_\_\_\_ Fund # \_\_\_\_\_ Amount or % \_\_\_\_\_

**KEEP A COPY FOR YOUR RECORDS**

**3. ADDITIONAL LOAN DISCLOSURE** (Required, except where the Employer, third party administrator, or aggregator is required to authorize a loan request.)

Please provide information about **loans that have been issued under contracts not issued by a member of the Voya family of companies**. Both "A" and "B" of this section must be answered.

A. During the last 12 months, have you had any 401, 403(b) or 457 loans under this Employer or any related Employer?

Yes  No

If yes, for each loan, please provide the SUM of the highest outstanding loan balances during the past 12 months.  
\$ \_\_\_\_\_

If yes, please provide the SUM of the current outstanding loan balance(s). \$ \_\_\_\_\_

B. Do you have a 401, 403(b) or 457 outstanding defaulted loan under this Employer or any related Employer?

Yes  No

C. If you answered "Yes" in B., did the defaulted loan occur on a contract issued prior to January 1, 2004?

Yes  No

*NOTE: The Internal Revenue Code imposes maximum limits on loans. Except where the Employer, third party administrator, or aggregator is required to approve loan request, the Company relies on the participant to provide information that it does not otherwise have in order to determine the maximum amount available for a loan. Failure to provide accurate and complete information may result in taxable income to you. The additional loan disclosure will not be used in determining loan amounts if Employer, third party administrator, or aggregator authorization is required.*

**4. LOAN REPAYMENT PERIOD** (Complete A or B. If no period is indicated, a 5-year period will be used.)

A.  This loan will be used for general purposes. I select a \_\_\_\_\_ – year repayment period (from 1 to 5 years).

B.  This loan will be used to purchase my principal residence. I select a \_\_\_\_\_ – year repayment period (greater than 5 years and not to exceed 20 years).

**5. REPAYMENT METHOD** (If no selection is made, option A will be used.)

A.  **Repayment Coupon**

B.  **Electronic Payment Authorization:**

**BANK ACCOUNT INFORMATION** (Verify your account information with your financial institution prior to submitting this form. Electronic repayments will only be drafted from a checking account.)

Bank Name \_\_\_\_\_

Bank Routing/ABA # \_\_\_\_\_ Bank Phone \_\_\_\_\_

Bank Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Bank Account # \_\_\_\_\_ Bank Account Type: Checking

**Monthly Date to Draft Repayment** (Select 1-28 only.) \_\_\_\_\_

- Your first repayment will **not** draft in the same month the loan is initiated if the selected date is **14 or fewer days** after the loan initiation date. Example: Loan initiation date is January 3. Date selected is fifteen (15). Your first repayment will draft on February 15.
- Your first repayment will draft in the same month the loan is initiated if the selected date is **15 or more days** after the loan initiation date. Example: Loan initiation date is January 3. Date selected is twenty-eight (28). Your first repayment will draft on January 28.

Any repayment received on a non-business day will be processed with an effective date of the next available business day. Your monthly repayment will draft on the same date each month. If no date is selected, your first repayment will be dated one month from the date the loan is processed/initiated. All subsequent repayments will be due on the same day each month. However, loan requests processed on the 29th, 30th or 31st of any calendar month will have a repayment date of the 28th of each month.

**Monthly Repayment Amount** \$ \_\_\_\_\_

*Note: The monthly repayment amount you select to draft from your account must be at least the required minimum loan repayment amount. If you specify an amount less than the required minimum, the amount that will draft from your account will be the required minimum loan repayment amounts.*

**KEEP A COPY FOR YOUR RECORDS**



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## 6. PARTICIPANT SIGNATURE AND TAXPAYER CERTIFICATION

If I selected Electronic Payment Authorization in section 5. B above, I hereby authorize ReliaStar Life Insurance Company to obtain repayment amounts due the Company by debiting my account in the form of electronic debit entries. I also request and authorize the bank named above to accept and honor the same and to charge the same to my account. This Authorization will remain in effect until I notify the Company or bank to terminate and they have a reasonable time to act on the termination. I understand if I request my authorization be terminated, I will be required to mail in my monthly repayment by check or money order to the address listed on my new loan coupons. To restart my authorization will require an Electronic Payment Authorization for Loan Payments form be completed and sent to the Customer Service for processing. I hereby terminate any prior Authorization of the Company to this account, effective on the date the Company initiates the first electronic repayment under this Authorization. I understand that I may stop repayment of any charge by notifying the bank before my account is charged. This Authorization becomes effective when it is received in the Company's service office. I acknowledge receipt of a copy of this Authorization on this date.

My signature below indicates I understand the following:

Voya Encore Contracts – Taking a loan will terminate any optional Guaranteed Minimum Withdrawal Benefit rider in effect under my contract on the next Valuation Date with no refund of the Benefit Charge. Taking a loan while any optional Guaranteed Minimum Accumulation Benefit rider is in effect will reduce the guaranteed amount, sometimes substantially. At the time a loan is initiated, the optional Guaranteed Accumulation Benefit Amount will be reduced by the fraction (A) / (B) where (A) is the amount of the loan and (B) is the Contract Value immediately prior to the loan.

I certify that there is no pending Qualified Domestic Relations Order (QDRO/DRO), a court judgment, decree or order relating to the provision of child support, alimony, or marital property rights to a Spouse, Former Spouse, child or other dependant with respect to the requested loan amount.

I certify that the information provided on the Spousal Consent (if applicable) is accurate. I further certify that if I have indicated that I am legally separated or abandoned, I have the necessary court order. I understand that if I receive a payment as a complete or partial withdrawal of my account (other than a joint and survivor annuity), the value of benefits payable to my Spouse either under a QPSA or a QJSA will be reduced or eliminated. I understand that once payment representing complete or partial withdrawal of my account has been made, my election to waive QPSA and QJSA is irrevocable with respect to the value of amounts paid pursuant to my loan request.

I understand that the Company reserves the right to directly or through a third party recover any repayments made in excess of amounts to which I am entitled under the terms of the Contract regardless of the method of repayment.

Those signing the form may rely conclusively on all information, including this certification, in processing this loan request. In the case of any conflicting information, the Company is entitled to rely exclusively on the information contained in this loan request.

I understand the request cannot be reversed once it has been processed.

Duplicate requests for a loan, such as a fax followed by a mailed original, may result in multiple loans. The company will not be responsible for any gain/loss or charges that arise from multiple loans due to multiple submissions.

I have read and understand all the terms and conditions of the attached Loan Agreement and agree to be bound by its terms. I certify by signing this document

Please note the Florida Department of Revenue imposes a stamp tax on any documents that contain a promise to pay a specific amount of money and are signed, executed or delivered in Florida. The documentary stamp tax applies to promissory notes made in connection with pension plans, as well as to loans taken from Section 401(k), 403(b), 457(b) and 401(a) plans. You can pay the documentary stamp tax by filing Form DR-228 directly with the Florida Department of Revenue.

For more information or a copy of Form DR-228, please contact: Taxpayer Services Florida Department of Revenue  
5050 W Tennessee St.  
Tallahassee, Florida 32399-0150

Additional information is available on the Florida Department of Revenue's web site at [www.myflorida.com/dor](http://www.myflorida.com/dor) or you may call Taxpayer Services at 1-800-352-3671.

**6. PARTICIPANT SIGNATURE AND TAXPAYER CERTIFICATION (continued)**

**U.S. TAXPAYER CERTIFICATIONS**

Under penalties of perjury, I certify that:

1. The Taxpayer Identification Number that appears on this form is correct,
2. I am not subject to backup withholding due to failure to report interest and dividend income<sup>1</sup>, and
3. I am a U.S. person

<sup>1</sup>If you are subject to back-up withholding, you must strike through statement number 2.

**NON-RESIDENT ALIEN STATUS**

If you are a Non-Resident Alien, please check the box and provide your country of residence below.


Under penalties of perjury, I certify that I am a Non-Resident Alien and my country of residence is \_\_\_\_\_ .

The amount paid to you will be subject to 30% withholding, unless you submit an IRS Form W-8, and are entitled to claim a reduced rate of withholding under the applicable U.S. tax treaty.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications (in bold above) required to avoid backup withholding.**

 Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

If you have chosen to make repayment via a bank account shared with a joint bank account owner, the joint bank account owner's signature is required below.

 Joint Bank Account Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT:** No agent or representative of the Company is authorized to change, alter or waive any of the terms or conditions of this document or to complete any omission(s) from any section after the Participant has signed and dated the document.

**Continue to page 5 for Employer, Plan Sponsor, Name Fiduciary  
and Third Party Administrator Authorized Signature and Certification.**

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**7. EMPLOYER, PLAN SPONSOR OR NAMED FIDUCIARY AUTHORIZED SIGNATURE AND CERTIFICATION**

**This section must be completed by the Employer or its designee if required by a contract between the Company and the Employer.**

I am an Employer, Plan Sponsor, or Named Fiduciary of the Plan identified above and certify the following:

- I have read and agree to the terms of the requested loan;
- I have verified the Participant's eligibility for such loan and have not relied solely on information provided by the Participant in this form in order to make this determination;
- The requested benefits are permitted in accordance with the terms of the Plan document;
- The information provided in this document is complete and accurate to the best of my knowledge. If any information provided by the Participant to the Company is in conflict with the information provided by me to the Company, I acknowledge that the Company will rely conclusively on the information provided by me; and
- I have amended my Plan document to reflect all applicable federal tax legislation and IRS guidance, including the Pension Protection Act of 2006, in accordance with the IRS's remedial amendment period.

Employer Name \_\_\_\_\_

Authorized Signer Name *(Please print.)* \_\_\_\_\_

 Signature \_\_\_\_\_ Date \_\_\_\_\_

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**8. THIRD PARTY ADMINISTRATOR AUTHORIZED SIGNATURE AND CERTIFICATION**

**This section must be completed if required by the Employer.**

I am employed as a Third Party Administrator of the Plan and certify the following:

- I have read and agree to the terms of the requested loan;
- I have verified the Participant's eligibility for such loan and have not relied solely on information provided by the Participant in this form in order to make this determination;
- The requested benefits are permitted in accordance with the terms of the Plan document; and
- The information provided in this document is complete and accurate to the best of my knowledge. If any information provided by the Participant to the Company is in conflict with the information provided by me to the Company, I acknowledge that the Company will rely conclusively on the information provided by me.

Name of TPA Firm \_\_\_\_\_

Authorized Signer Name *(Please print.)* \_\_\_\_\_

 Signature \_\_\_\_\_ Date \_\_\_\_\_