

Loan Agreement For Tax-Sheltered Annuities

Check this box if this Agreement applies to a TSA Fixed Indexed Annuity Contract.



Section 1 - Contract Identification

Annuitant's Name	Social Security Number	Contract Number
Street Address	Daytime Telephone Number	Evening Telephone Number
City/Town	State	Zip Code

Please check this box if your address has changed

Original Issue Date of this Tax-Sheltered Annuity Contract: _____

Determining Your Maximum Loan Amount Available From This Aviva Contract

There are two methods illustrated below to determine the maximum loan amount from your Aviva contract. The method that applies to your specific contract is based on the contract's issue date and whether you have account balances in other employer contracts¹. You can find the issue date by looking on Page 3 of your Aviva contract, or you can contact Aviva at 888-284-8287 and ask one of our representatives for that information. If your Aviva contract is your only employer contract or the issue date of your contract is on or after September 1, 2006, please refer to Method 1 for an example to help you determine the maximum amount of loan available to you. If you have other employer contracts and the issue date of your contract is before September 1, 2006, please refer to the example shown in Method 2.

PER IRC REGULATIONS, YOU CAN BORROW UP TO (1) ONE-HALF (1/2) OF YOUR TOTAL EMPLOYER CONTRACT BALANCE(S) (MINUS ANY OUTSTANDING LOANS) OR (2) \$50,000, WHICHEVER IS LESS. YOUR TOTAL LOAN BALANCE(S) FOR ALL EMPLOYER CONTRACTS SHOULD NEVER EXCEED THESE LIMITS.

PLEASE REFER TO PAGE 5 OF THIS LOAN AGREEMENT FOR A DETAILED EXPLANATION OF MAXIMUM LOAN AMOUNTS.

METHOD 1 - For Aviva contract holders where the Aviva contract is your only employer contract (e.g., you have no other employer contracts) OR your Aviva contract was issued on or after September 1, 2006, regardless of whether you have other employer contracts. Under Method 1, Aviva does not include account balances of other employer contracts when determining the maximum loan available.

<u>Single Aviva Loan (No Outstanding Loans)</u>		<u>Multiple Aviva Loans (Outstanding Loans)</u>	
Cash Value	\$30,000	Cash Value	\$30,000
Adjusted by Market Value Adjustment (MVA) when applicable	0	Adjusted by Market Value Adjustment (MVA) when applicable	0
Minus Contract Surrender Charge	- 3,000	Minus Contract Surrender Charge	- 3,000
Account Balance(s) of other employer contracts	<u>Not Included</u>	Account Balance(s) of other employer contracts	<u>Not Included</u>
Subtotal	\$27,000	Subtotal	\$27,000
Multiply by 50% of Subtotal	<u>x 50%</u>	Multiply by 50% of Subtotal	<u>x 50%</u>
Maximum Loan For This Contract	\$13,500	Maximum Loan For This Contract	\$13,500
Minus Outstanding Loans	0	Minus Outstanding Loans	- 4,000
Maximum Loan Available From Aviva	\$13,500 ^{2,3}	Maximum Loan Available From Aviva	\$ 9,500 ^{2,3}

² This amount is subject to the IRC limits on Page 5 and may be reduced to comply with those limits.

³ The minimum loan amount is \$1,000.

¹ Employer contracts include: qualified plans (such as pension and profit-sharing plans); government plans (such as State Teacher's Retirement System accounts and TSAs sponsored by other government employers within your current employer's state) and 457 nonqualified deferred compensation plans as sponsored by your current employer.

METHOD 2 - For Aviva contract holders where the Aviva contract was issued before September 1, 2006 **AND** you have other employer contracts. Under Method 2, Aviva **does** include account balances of other employer contracts when determining the maximum loan available. This illustration assumes a \$25,000 account balance in another employer contract.

<u>Single Aviva Loan (No Outstanding Loans)</u>		<u>Multiple Aviva Loans (Outstanding Loans)</u>	
Cash Value	\$30,000	Cash Value	\$30,000
Adjusted by Market Value Adjustment (MVA) when applicable	0	Adjusted by Market Value Adjustment (MVA) when applicable	0
Minus Contract Surrender Charge	- 3,000	Minus Contract Surrender Charge	- 3,000
Minus Outstanding Loans	<u>0</u>	Minus Outstanding Loans	<u>- 4,000</u>
Subtotal	\$27,000	Subtotal	\$23,000
Account Balance(s) of other employer contracts	\$25,000 ⁴	Account Balance(s) of other employer contracts	\$25,000 ⁴
Subtotal	\$52,000	Subtotal	\$48,000
Multiply by 50% of Subtotal	<u>x 50%</u>	Multiply by 50% of Subtotal	<u>x 50%</u>
Maximum Loan Available From Aviva	\$26,000 ^{5,6}	Maximum Loan Available From Aviva	\$24,000 ^{5,6}

⁴ Your maximum loan amount will be reduced by outstanding loan balances from other employer contracts.

⁵ This amount is subject to the IRC limits on Page 5 and may be reduced to comply with those limits.

⁶ The minimum loan amount is \$1,000, and a minimum surrender value of \$500 must remain in the contract after the loan.

Section 2 - Loan Instructions and Repayment Schedule

Parts A, C and D must be completed for all requests. In addition, please complete one of the following sections to request a loan amount:

- ◆ Part E if you are participating in an Enhanced Guarantee annuity with Interest Earning Strategies,
- ◆ Part F if you are participating in a TSA Fixed Indexed Annuity, or
- ◆ Part B for any other TSA contract.

Part A: Balances

- 1) Current total balance of all other employer contracts - Do not include TSAs with Aviva.⁷ \$ _____
- 2) The highest total outstanding loan balance from all other employer contracts during the last 12 months. Do not include TSAs with Aviva.⁷ \$ _____
- 3) Have you ever defaulted on a loan taken from a 403(b) contract? Yes No
(If the answer to this question is Yes, Aviva will be unable to process your loan request.)

Part B: Loan Amount (Non-FIA Contracts Only - See Part F for Loan Amounts from FIA Contracts)

Please check only one of the following:

- Please process the maximum loan amount available.
- Please process a specific loan amount, as indicated: Loan Amount \$ _____
Loan Amount in words: _____

If the loan amount requested exceeds the maximum amount allowable under IRC Section 72(p), based upon the figures provided above, the Company will automatically process a loan in the amount equal to the maximum loan available (subject to the Maximum Loan Limits stated in Section 5 of this Loan Agreement). Also, if a specific Strategy has an insufficient value to support the requested loan, the Company will withdraw from other selected Strategies to support the loan.

At no time will the loan exceed the Maximum Loan Limits described in Section 5 of this Loan Agreement.

Part C: Loan Period

The requested loan is to be paid back over a period of _____ years.

The maximum number of years allowable to repay a loan used to acquire a principal residence is thirty (30) years, and a loan for any other purpose must be repaid within five (5) years. If you do not specify a loan repayment period and the loan is not specified to acquire a principal residence, a five (5) year repayment period will be assumed.

The reason for this loan is (please check only one reason): To acquire principal residence Other

⁷ If calculating your maximum loan amount under Method 1, insert "N/A" on lines 1 and 2 of Section 2, Part A.

Part D: Repayment Options (Please choose only one of the following):

- Monthly** - Loan repayments will begin one month after the loan is processed. *Please note that all monthly loan repayments must be set up on Automatic Loan Repayment. Section 3 must be completed.*
- Quarterly** - Loan repayments will begin three months after the loan is processed. *Quarterly loan repayments are not eligible for Automatic Loan Repayment*

Part E: Strategy Designation (Complete for Enhanced Guarantee annuities with Interest Earnings Strategies Only)

Loans from certain Interest Earnings Strategies will be subject to a Market Value Adjustment (MVA). An MVA is an indicator reflecting any change in value of the investments within the Company's general account that supports a given Interest Earnings Strategy. You should be aware that, with respect to Interest Earnings Strategies with an MVA feature, a loan may either positively or negatively impact the Annuity Value of your contract. The actual dollar amount taken from any Strategy used to fund the loan will include the MVA amount. If a specific Strategy has an insufficient value to support the requested loan, the Company will withdraw from other selected Strategies to fund the loan.

Convertible Security (MVA Applies)	_____	%
High Yield (MVA Applies)	_____	%
Global Investment Grade Corporate Bond (MVA Applies)	_____	%
U.S. Investment Grade Corporate Bond (MVA Applies)	_____	%
Real Estate Securities (MVA Applies)	_____	%
Medium Term Investment Grade (MVA Does Not Apply)	_____	%

Part F: Loans from Fixed Indexed Annuity Products Only⁸

Please process my loan (check only one of the following):

- Immediately (from Fixed Account values only)
- At the next Contract Anniversary (all values available)
- Immediately (from available Fixed Account values only) with balance due at the next Contract Anniversary

Loans are taken from the account values in the following order:

- 1) Fixed Account values representing premium paid (and interest earned thereon) since the most recent Contract Anniversary;
- 2) Fixed Account value segments, in order from youngest to oldest;
- 3) Indexed Account value segments, in order from youngest to oldest (on Contract Anniversaries only)

In the event that there are multiple Indexed Accounts, the amount loaned against the values in each of the Indexed Accounts will be split on a pro-rata basis and then taken from the Indexed Account segments in order from youngest to oldest.

For loans made on a date other than a Contract Anniversary, amounts are only available from the annuity values allocated to the Fixed Account. Loans made on a Contract Anniversary may be taken against the annuity values in both the Fixed Account and the Indexed Accounts, in the order described above.

Loan Amount

Please check only one of the following:

- Please process the maximum loan amount available.
- Please process a specific loan amount, as indicated: Loan Amount \$ _____

Loan Amount in words: _____

If the loan amount requested exceeds the maximum amount allowable under IRC Section 72(p), based upon the figures provided in Section 2, Part A above, the Company will automatically process a loan in the amount equal to the maximum loan available (subject to the Maximum Loan Limits stated in Section 5 of this Loan Agreement). If the annuity values in the Fixed Account and/or the Indexed Accounts are insufficient to support the requested loan, the Company will automatically process a loan in an amount equal to the maximum loan amount available.

At no time will the loan exceed the Maximum Loan Limits described in Section 5 of this Loan Agreement.

If you are requesting a loan to be made on a Contract Anniversary, Aviva **must** receive this completed Loan Agreement in good order no later than 5 business days prior to the Contract Anniversary date.

⁸ MVA applies to loans for Elite Index Annuity.