

Loan Request Form

Use this form if you want to request a loan from your Plan Account.

The amount you are permitted to borrow is determined by current regulations and the provisions of your Plan. Please contact your Plan Administrator for information regarding the loan requirements and restrictions applicable to your Plan Account. If your Plan Account includes MassMutual Lifetime Income OR funds invested in a Brokerage Account, if applicable, please be aware that they will count in establishing the maximum amount available for a loan under the law. However, you must liquidate all or a portion of these assets prior to making this loan request if you intend for them to be available for your loan.

Participants must submit this form to their Plan Administrator for authorization.

MassMutual Retirement Services ("MassMutual") will not process this form until it is received in good order. Please see the *Important Information* Section for information on "Good Order" requirements.

Questions?

Call
MassMutual's Customer
Service Center
1-800-854-0647

Fax
1-800-220-2913

Online
www.massmutual.com/corp

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| Section A - Plan Information (Plan Administrator Completes) | | | |
|---|----------------------|--|--|
| Plan ID | Plan Name | | |
| Plan Contact | Daytime Phone Number | | |

| Section B - Participant Information (Participant Completes) | | | | |
|---|------------------|----------|----------------------|--|
| SSN | Participant Name | | Date of Birth | |
| * Legal Address | | | | |
| City | State | Zip Code | Daytime Phone Number | |

*We will change your account information to reflect the Legal Address above and all future mailings will be sent to this address unless changed by you or your Plan Administrator as described under "Stale Address" in the *Important Information* Section.

| Section C - Loan Request Information (Participant Completes) |
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I request to borrow from my vested account balance (not including amounts maintained in a Brokerage Account) under the Plan.

Loan Amount \$, .

(Please refer to your SPD or check with your Plan Administrator for the minimum and maximum amounts).

Note: If the dollar amount you are requesting exceeds the amount available for a loan from your account, MassMutual will process for the maximum amount available.

Select one Loan Type:

- General Use (cannot exceed 5 years)
- Residential, if Plan allows (maximum repayment term determined by Plan provisions)

Note For MassMutual Lifetime Income (MMLI): If your plan account includes the MMLI investment option, it will count in establishing the maximum amount available for a loan under the law. However, because MassMutual Lifetime Income will be excluded as a loan source to protect your guaranteed income, you may not be able to distribute the maximum amount legally permissible unless you exchange out of the MMLI investment to make funds available for the loan. By exchanging out of MMLI, you are effectively liquidating your guaranteed income. The cash-out value of MassMutual Lifetime Income investment option is the lesser of net contributions accumulated at 3% interest or the dollar amount it would cost to purchase the income shares. Thus, if you elect to cash out your MMLI investment, the amount you may receive may be substantially less than the actuarial value and cost of the guaranteed annuity payments.

Section D - Loan Repayment Terms (Plan Administrator Completes)

DISTLOAN

First Repayment Date: _____

Important Note: Please indicate a First Payment Date that is consistent with your firm's Payroll schedule and the date you expect payroll deductions to begin. Failure to provide an accurate date may result in an inaccurate amortization schedule. Please note that in the event the Payroll Date you indicate is more than 60 days later than the date of the Authorized Signer's Signature in Section H authorizing the loan, this submission will be considered as 'Not In Good Order' and will not be processed, unless and until you provide an earlier First Payment Date.

Interest Rate: _____ %

Payroll Frequency and Total Number of Payments:

For General Use loans only, please check the number of payments corresponding to the terms of the loan and the payroll frequency.

Example: 3 year loan with monthly payments; Check '36'.

If the term of your loan is not for an even number of years, calculate how many loan payments you will make based on your payroll frequency and enter that number in the "Other" column.

| Payroll Frequency | Term of the Loan in Years | | | | | |
|-------------------|-----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|-------|
| | 1 year | 2 years | 3 years | 4 years | 5 years | Other |
| Quarterly | <input type="checkbox"/> 4 | <input type="checkbox"/> 8 | <input type="checkbox"/> 12 | <input type="checkbox"/> 16 | <input type="checkbox"/> 20 | |
| Monthly | <input type="checkbox"/> 12 | <input type="checkbox"/> 24 | <input type="checkbox"/> 36 | <input type="checkbox"/> 48 | <input type="checkbox"/> 60 | |
| Semi-Monthly | <input type="checkbox"/> 24 | <input type="checkbox"/> 48 | <input type="checkbox"/> 72 | <input type="checkbox"/> 96 | <input type="checkbox"/> 120 | |
| Bi-Weekly | <input type="checkbox"/> 26 | <input type="checkbox"/> 52 | <input type="checkbox"/> 78 | <input type="checkbox"/> 104 | <input type="checkbox"/> 130 | |
| Weekly | <input type="checkbox"/> 52 | <input type="checkbox"/> 104 | <input type="checkbox"/> 156 | <input type="checkbox"/> 208 | <input type="checkbox"/> 260 | |

For Principal Residence loans only, enter the number of years and multiply that by the numbers in the first column to obtain the number of payments.

Example: 20 year loan with monthly payments: 20 x 12 = 240. Enter '20' beside years and enter '240' beside payments.

| Payroll Frequency | X | Number of Years = | Number of Payments |
|---------------------------------|---|-------------------|--------------------|
| Quarterly (4 payments/year) | X | years = | payments |
| Monthly (12 payments/year) | X | years = | payments |
| Semi-Monthly (24 payments/year) | X | years = | payments |
| Bi-Weekly (26 payments/year) | X | years = | payments |
| Weekly (52 payments/year) | X | years = | payments |

Section E - Vesting Verification (Plan Administrator or Third Party Administrator Completes)

| | | | | | | | | | | | |
|-------------------------------|--|--|---|-------------------------------------|--|--|---|-----------------------------|--|--|---|
| Vesting: Employer Match | | | % | Vesting: Employer Profit Sharing | | | % | Vesting: Other (Specify) | | | % |
| YTD Hours For TPA use only | | | | | | | | | | | |

TPA or Plan Administrator's Signature

Date

TPA or Plan Administrator's Name (please print)

Phone Number

E-Mail

Section F - Participant Agreement (Required)

DISTLOAN

I hereby request a participant loan defined by the terms elected above and in accordance with the provisions of my Plan, and assign up to 50% of the vested account balance in the Plan as collateral for this loan. I agree to make interest and principal payments when due payable through payroll deduction. I understand that failure to make such payments when due will jeopardize the status of the loan as a non-taxable transaction and could result in the IRS treating the loan proceeds as a taxable distribution to me. In that event, I will immediately become liable for taxes and applicable penalties for premature distribution. I also understand that failure to repay this loan may reduce the benefits available to me from the retirement plan by the amount of the outstanding loan balance plus interest. I understand that my loan may be subject to loan initiation and/or maintenance fees. I have consulted with my Plan Administrator and am aware of any fees that may apply to this loan. See the *Important Information* Section for more information about fees.

I understand that I may fully repay the outstanding amount of this loan at any time without penalty. Partial payments are not allowed. Upon my retirement, death or termination of employment or termination of the Plan prior to the full payment of the loan, the outstanding principal amount of the loan will be considered due and payable. My vested account balance will be reduced by the amount of outstanding principal balance of the loan before any distribution to me or my beneficiary, whichever is applicable. I understand and agree that I will receive, with the loan proceeds, a truth in lending agreement. I understand and agree that none of the terms or provisions herein may be waived, altered, modified or amended except in writing and duly executed by me and the duly authorized Plan Fiduciary. I further understand my endorsement of the check representing this loan shall constitute my agreement to all terms of the Loan Agreement.

Participant Signature

Date

PLEASE NOTE: All checks will be sent via first class mail by the US Postal Service.

IMPORTANT - If this withdrawal requires participant consent and the participant's signature is not provided on this form, the Plan Administrator must initial below or this form will not be processed.

By initialing this box, I certify as Plan Administrator that I have obtained the participant's consent and authorization for the distribution requested on this form on a separate document signed by the participant. I further certify that the participant has been advised of his or her rights under the Plan, any fees applicable to the distribution, and applicable law including, but not limited to, disclosures and notices described in this section. I agree that the Plan Administrator, and not MassMutual, is solely responsible for any consequences that result from this distribution.

Plan Administrator Initials _____

Section G - Plan Representative Certification and Authorization (Required)

As authorized representative of the Plan, I hereby direct MassMutual to withdraw from the participant's vested account the loan amount requested in the manner indicated on this form. I have verified the information contained herein and certify that it is accurate to the best of my knowledge on the terms and that I have obtained any spousal consent for distribution (and, if applicable, provided the *Qualified Joint and Survivor Annuity Notice and Waiver* to the Participant) that may be required by the Plan and/or ERISA and the Internal Revenue Code. I certify that this loan is being made in accordance with the terms of the Plan. I understand that it is my responsibility to ensure that the loan repayments continue to be paid in accordance with the terms and frequency elected in this application, and that if the loan goes into default, it is my responsibility to determine on what date the loan goes into default and to authorize that the Plan loan be treated as a deemed distribution and reported as a taxable payment to the participant. I have advised the participant named herein of the date on which any payroll deductions shall commence. The Plan Administrator acknowledges and agrees that this form reflects distributable events that may not be available under all plans. As a result, the Plan Administrator confirms that it has reviewed its plan document to confirm that the requested distribution is in fact permitted and assumes all responsibility for any consequences that result from such distribution, including any correction or disqualification that results from an impermissible distribution. I have reviewed the plan document and I, and not MassMutual, have made the determination that the participant is eligible under the terms of the plan to receive this loan and the distribution contemplated hereby. In the event that the distribution is at any time determined to have been impermissible under the terms of the plan and applicable qualified plan rules, I agree that MassMutual and its affiliates shall have no responsibility, financially or otherwise, for any associated correction, costs, taxes, fees, expenses, charges, fines, penalties, excise taxes or any other related amount.

Please be sure the below signatory is on record as an authorized signer for your Plan at MassMutual.

Authorized Plan Administrator's Signature

Date

Authorized Administrator's Name (please print)

Completed and signed forms in "good order" may be Faxed to 800-220-2913; emailed to mmprocessing@massmutual.com; or mailed to:

Regular Mail Address:
MassMutual Retirement Services
P.O. Box 1583
Hartford, CT 06144-1583

Overnight Mail Address:
MassMutual Retirement Services
100 Bright Meadow Boulevard
Enfield, CT 06082

Note: Duplicate requests for distribution, such as a fax followed by a mailed original, may result in multiple distributions. MassMutual will not be responsible for any increase or decrease in account value based on investment performance or charges that arise from multiple submissions.

Section H - Important Information

Good Order - "Good Order" means that all sections of the form are complete, the participant has provided their signature authorizing the transaction (if required) and the Plan Sponsor has provided their signature authorizing MassMutual to process the transaction requested on the form.

Fees - MassMutual may charge a transaction processing fee in accordance with its Service Agreement with the Plan Sponsor in an amount up to \$150. Please contact our Customer Service Center at 1-800-854-0647 for details of any such fee.

Stale Address - It is important that you notify us if you change your address. Going forward, your address may change in our records either at your or your employer's direction, or as a result of an address confirmation service provided under our agreement with your employer. Under this service, the addresses in our records are compared against and updated quarterly with addresses received from commercial address update services (e.g., the U.S. Postal Service). If your mail is returned to us or your employer tells us your address is incorrect, we are likely to suspend future mailings until a new address is obtained. Unless preempted by federal law, failure to give us a current address may also result in uncashed distributions from your participant account being considered abandoned property under state law, and remitted to the applicable state. To update your address, contact your Plan Administrator or, if permitted by your Plan, log in to our website at www.massmutual.com/corp and select the change address link under your personal settings.

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) (of which Retirement Services is a division) and its affiliated companies and sales representatives.