# For Every Action There Is a Reaction

## Your Three-Point Checklist for Partial Withdrawals

While your annuity contract allows for partial withdrawals to help meet short-term objectives, it is important to understand that withdrawing funds from your contract may also affect your long-term financial goals. Below is a checklist of considerations to review with your MassMutual financial services representative as you decide on the details of your partial withdrawal.

### Your Death Benefit Will Be Reduced

An annuity's death benefit is a critical, but often overlooked, contract feature that provides a value to pass on to your beneficiaries in the event of your death. In some cases, your death benefit may even exceed your contract's cash value, meaning that your beneficiaries would be entitled to more than what the contract's underlying investments are currently worth.

Partial withdrawals will reduce your death benefit. Depending on the terms of your contract, the reduction may be greater when the value of your contract investment choices is lower due to market performance or other variables. We suggest contacting your MassMutual financial services representative to discuss the implications that a partial withdrawal will have on your death benefit.

### You May Have Tax Implications

If you take a partial withdrawal of your annuity contract, you may be subject to both federal and state income tax. In addition, if you are under 59½ years old, you may be subject to a 10% tax penalty for premature distribution of your annuity. This penalty would be in addition to any other applicable federal or state income tax. For additional information, you may want to consult your tax advisor.

### You May Incur Surrender Charges

If your annuity contract has a contingent deferred sales/surrender charge and you are still within the surrender charge period as outlined in your contract, you will be subject to a charge if you withdraw more than your current allowable free withdrawal amount. It may be in your best interest to defer taking a partial withdrawal until your surrender charge is lessened.

If you have questions or would like more information, please call your MassMutual financial services representative or our Annuity Service Center at 1-800-272-2216, Monday through Friday 8 a.m. to 8 p.m. Eastern Time.

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Massachusetts Mutual Life Insurance Company
1295 State Street, Springfield, MA 01111-0001

# Tax Sheltered Annuity (TSA) Partial Withdrawal & Systematic Withdrawal Request

Use this form for the following contract types: TSA contracts, Keogh (H.R. 10) Plans, former Qualified Plan (individually-owned) contracts

***Use this form to request a partial withdrawal or to elect or change a systematic withdrawal election on your contract. After reading section L – Disclosures, complete all sections of this form, unless otherwise indicated, sign and return. If a Required Minimum Distribution needs to be taken, submit the Required Minimum Distribution (RMD) Election form. For additional information, contact your personal financial representative, tax advisor or the MassMutual Customer Service Center at 1-800-272-2216.***

## A Owner/Participant Information

1. Contract/Certificate number(s): ______________________
2. Owner/Participant full legal name: ______________________
3. Taxpayer Identification Number *(SSN/ITIN/EIN):* ______________________
4. Phone number: ( ______ ) ______ - ________ Extension: ________ ☐ Home ☐ Work ☐ Mobile
5. Email address: ______________________

## B Distribution Eligibility

***Former Qualified Plans (an annuity contract bought for and distributed to a Participant by a Qualified Plan) do not require a distribution eligibility reason. For TSA contracts, a Plan Administrator signature is required in section J, unless otherwise specified or required by your Plan or Third Party Administrator.***

1. **Distribution eligibility reason** – Mandatory 20% federal tax withholding may apply *(Select one and complete section G – Withholding Election & Tax Reporting Information):*
   - ☐ Attainment of age 59½
   - ☐ Funds attributed to prior employer
   - ☐ Severance from employment. Severance date *(mm/dd/yyyy):* ______________
   - ☐ Plan termination
   - ☐ Employer contributions and earnings *(Available only for MassMutual Artistry and Flex contracts issued prior to 1/1/2009)*
   - ☐ Qualified reservist distribution
   - ☐ Return of excess contributions for tax year *(Specify year):* __________
   - ☐ Attainment of age 70½ *(Available for Texas Optional Retirement Program (ORP) only)*
   - ☐ Disability
   - ☐ Financial hardship *(Available for TSA only. Also complete section E – Hardship Distributions.)*
2. **Other distributions** – The following distributions must also be available under the individual Plan rules *(Select one, if applicable, and complete section F – Distribution Instructions):*
   - ☐ Direct rollover to a Traditional IRA or SEP IRA, Governmental 457(b) Deferred Compensation Plan or Qualified Employee Benefit Plan* †
   - ☐ TSA Plan-to-Plan transfer (TSA from one employer's Plan to a TSA at another employer's Plan) †
   - ☐ TSA contract exchange (TSA-to-TSA Exchange from the same employer) *The new provider must be approved by your Plan.*
   - ☐ Direct transfer from a Keogh (H.R. 10) Plan to a Keogh (H.R. 10) Plan
   - ☐ Transfer to a State Retirement System Defined Benefit Plan to purchase additional years of service †
   - ☐ Pay off outstanding loan with contract value*

   ** Eligibility reason in question B1 required.*
   *† Not available if your contract has an outstanding loan, unless the loan is paid off first. See section L – Disclosures for more information.*

*MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives.*

## C One-Time Partial Withdrawal

***Complete this section to request a one-time partial withdrawal from your contract. Otherwise, skip to section D – Systematic Withdrawal Program (SWP).***

- If you are currently receiving distributions intended to qualify for the substantially equal periodic payment exception described in Internal Revenue Code (IRC) section 72(t), adverse tax consequences may apply. *Refer to section L – Disclosures for further information.*
- Any distribution to pay off a loan will be subject to taxation on previously untaxed amounts and may be subject to a 10% premature distribution federal tax penalty, in addition to any contingent deferred sales charge (CDSC).
- Any distribution to pay off a loan will be net of CDSC. If contract value is being used to pay off a loan, withholding will not apply.
- If the contract has both restricted and unrestricted funds, the withdrawal will be taken from restricted funds, to the extent available. The remainder, if any, will be taken from unrestricted funds.
- If the amount requested is more than the amount available as a partial withdrawal, the request will be processed for the maximum amount available as a partial withdrawal.
- Refer to product minimum withdrawal amounts and remaining minimum contract balances on the attached cover page (AN7696).
- Withdrawals may be subject to a contingent deferred sales charge (CDSC) or surrender charge. Refer to the prospectus for variable annuities or your contract for details on charges.
- **For variable annuities:** Your withdrawal will be taken on a pro rata basis from your current investment elections. If you wish to make your withdrawal fund-specific, attach instructions. Fund-specific allocations must equal 100%. Fund-specific withdrawals are not available for MassMutual Evolution, MassMutual Transitions Select or MassMutual Equity Edge.

**One-Time Partial Withdrawal Election** *(For hardship distributions, skip to section E)*

**1.** Withdrawal election *(Select one depending on your product):*

**MassMutual Artistry and Flex Series products only**

☐ Withdraw amount of $ ____________ or ________ % of Employee Account Value (EE) and/or

$ ____________ or ________ % of Employer Account Value (ER)

☐ Withdraw to pay off existing loan balance in the amount of $ ____________

*For multiple loans, specify loan ID:* ____________________

**All products**

☐ Withdraw the amount remaining under the free withdrawal provision of my contract

☐ Withdraw the maximum amount available as a partial withdrawal (CDSC/surrender charge may apply)

☐ Withdraw amount of $ ____________ or ________ % of contract value (CDSC/surrender charge may apply. *Not available for MassMutual Artistry or Flex Series products)*

**Withdrawal Method**

**2.** Method *(Select one):*

☐ Gross of any applicable CDSC/surrender charge and/or tax withholding *(Default)*

☐ Net of any applicable CDSC/surrender charge and/or tax withholding *(Not available for MassMutual Equity Edge)*

**Withdrawal Processing Date** *(Complete this section to elect a future processing date)*

*If the date requested is a non-business day, the withdrawal will be processed on the next business day.*

**3.** Specific date *(Cannot exceed 30 days; mm/dd/yyyy):* ____________

**Optional Waivers** *(Complete this section to exercise your contract's Nursing Home Waiver and/or Terminal Illness Benefit Waiver)*

**4.** Waiver type *(Select all that apply):*

☐ **Nursing Home Waiver.** *To request a waiver of the CDSC/surrender charge, also complete the Nursing Home and Hospital Waiver (F6940).*

☐ **Terminal Illness Benefit Waiver.** *To request a waiver of the CDSC/surrender charge, also complete the Terminal Illness Benefit Rider (FR1034).*

## D Systematic Withdrawal Program (SWP)

***Complete this section to elect or change a systematic withdrawal from your contract. Otherwise, skip to section E – Hardship Distributions.***

- SWP is not available for Flex Series contracts, MassMutual Equity Edge or Fixed Annuity products other than MassMutual Odyssey.
- Refer to product minimum withdrawal amounts and remaining minimum contract balances on the attached cover page (AN7696).
- Withdrawals may be subject to a contingent deferred sales charge (CDSC) or surrender charge. Refer to the prospectus for variable annuities or your contract for details on charges.
- Changes to or termination of this program can be made at any time by contacting the Service Center.
- If your contract is currently on a SWP that is intended to comply with section 72(t) of the IRC, a change may be considered an impermissible modification and may subject all of your prior payments to the 10% penalty, plus interest.
- Since modifications to a SWP intended to qualify as a SEPP under IRC section 72(t) (see below) may subject all prior payments to the 10% penalty, you should contact the Service Center to obtain a quote before establishing the SWP.
- **For variable annuities:** Your withdrawal will be taken on a pro rata basis from your current investment elections. If you wish to make your withdrawal fund-specific, attach instructions. Fund-specific allocations must equal 100%. Fund-specific withdrawals are not available for MassMutual Evolution, MassMutual Transitions Select or MassMutual Equity Edge.

### SWP Instructions

**1.** SWP type *(Select one):*

☐ Set up new ☐ Change existing SWP ☐ Only change existing SWP payment from check to EFT *(Also complete question F2)*

### Systematic Withdrawal Election

**2.** SWP election *(Select one depending on your product):*

**All products except MassMutual Artistry**

☐ Systematic withdrawal in the amount of $ ____________ or ________ % of contract value

**MassMutual Artistry only**

☐ Systematic withdrawal in the amount of $ ____________ or ________ % of Employee Account Value (EE) and/or

$ ____________ or ________ % of Employer Account Value (ER)

**MassMutual Odyssey only**

☐ Make my first systematic withdrawal for interest-only available since inception.

☐ Make my first systematic withdrawal for interest only available for frequency, start date and duration specified in questions 4–5 below.

### Systematic Withdrawal Method

**3.** Method *(Select one):*

☐ Gross of any applicable CDSC/surrender charge and/or tax withholding *(Default)*

☐ Net of any applicable CDSC/surrender charge and/or tax withholding *(Not available for interest-only systematic withdrawal)*

### SWP Processing Date *(Complete this section to elect the frequency, start date and duration)*

*If no start date is provided in question 5 below, we will automatically begin systematic withdrawals within ten business days of receipt of this form for EFT requests and five business days for check requests. Start and stop dates cannot exceed the 28th of the month.*

**4.** Frequency *(Select one):* ☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

**5.** Start date *(mm/dd/yyyy):* ____________

Duration: Stop on *(mm/dd/yyyy):* ____________ or after processing *(Specify number):* ______ withdrawals

### Substantially Equal Period Payments (SEPP) *CONSULT YOUR TAX ADVISOR BEFORE PROCEEDING*

☐ ***Check here if these distributions qualify for the substantially equal periodic payment exception described in section 72(t) of the IRC.*** If you elect 72(t) payments, a partial withdrawal or additional payments into your contract may be considered impermissible modification and may subject all of your prior payments to the 10% penalty, plus interest. If your distribution does qualify, the 10% premature distribution penalty will not apply to the taxable portion of the distribution however; CDSC/surrender charges may apply. Once you begin 72(t) payments, you may not alter your payment schedule for 5 years or until you've reached age 59½, whichever is greater. Distributions taken under section 72(t) will be made net of any applicable CDSC/surrender charge and gross of any tax withholding, regardless of which method is selected.

**6.** Calculation method used *(Select one):* ☐ Annuity Factor Method ☐ Amortization Method ☐ RMD Method (Life Expectancy)

## E Hardship Distributions

***Complete this section to request a financial hardship distribution. Otherwise, skip to section F – Distribution Instructions.***

- Hardship distributions are only available for TSA contracts, excluding the Texas Optional Retirement Program (ORP).
- You will be eligible for a financial hardship distribution only if no other eligibility reason is applicable in question B1 and:
  - The distribution is made as a result of an immediate and heavy financial need;
  - The distribution is necessary to satisfy that financial need;
  - You comply with the contribution requirements following the hardship distribution; and
  - You are under age 59½.
- You will be considered to have an immediate and heavy financial need if the distribution is necessary for one of the expenses listed in question 8 below and the required documentation (if any) is provided. *Required documentation does not need to be provided to MassMutual if your TSA Plan or their Third Party Administrator is making their own determination as to the validity of the hardship and is certifying to that fact in section J – Plan Administrator Certification.*

7. **Hardship amount** *(Specify):* **$** ______________

   *Funds will be distributed from unrestricted funds, if available, and the remainder will be processed as a financial hardship. If the amount requested is more than available, the distribution will be processed for the maximum available within your contract.*

   <u>Hardship distribution example:</u>

   Hardship amount = $5,000 for medical expenses
   Restricted amount of the contract value = $4,000
   Unrestricted funds available in the contract = $2,000
   The $2,000 will be taken as a non-hardship distribution and the additional $3,000 will be taken as a hardship distribution.

8. **Hardship category** *(Select one and complete section G – Withholding Election & Tax Reporting Information):*

   ☐ **Expenses for medical care described in Internal Revenue Code (IRC) section 213(d) previously incurred by the TSA Participant, spouse, or dependent of the TSA Participant, or is necessary for the above persons to obtain medical care described in IRC section 213(d).** For the payment of unreimbursed qualifying medical care expenses, the TSA Participant will provide the bill for services and a corresponding Explanation of Benefits (EOB) for each bill. The EOB must indicate the service rendered that qualifies as an IRC section 213(d) medical care expense, the date of such service, the amount of coverage paid and the amount currently owed by the Participant. For the payment of unreimbursed qualifying medical care expenses, the Participant shall provide the bill for services and a corresponding EOB for each bill submitted. The EOB must indicate the service rendered that qualifies as an IRC section 213(d) medical care expense, the date of such service, the amount of coverage paid and the amount currently owed by the Participant.

   ☐ **Costs directly relating to the purchase (excluding mortgage payments) of a principal residence for the TSA Participant.** For the purchase of a principal residence, the TSA Participant must provide a good faith estimate or contract. The good faith estimate/contract must be issued by a bank or mortgage company and not a realtor. The estimate/contract must state that it is for the purchase of a principal resident for the Participant and include a closing date (or, alternatively, written certification from the mortgage company of the closing date).

   ☐ **Payment of tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education from an accredited college or university, vocational or technical school for the TSA Participant, the Participant's spouse, children or dependents.** The TSA Participant must provide a current tuition bill indicating the name of the student, the courses in which the student is enrolled, and stating whether expenses for room and board are included in the hardship request. For initial enrollment, in lieu of a current tuition bill, the Participant may provide a letter from the Officer of the Registrar as proof of acceptance to the institution and listing tuition charges.

   ☐ **Payments necessary to prevent the eviction of the Participant from the Participant's primary residence or to prevent foreclosure on the mortgage on that residence.** To prevent eviction from the Participant's primary residence, the Participant must provide an eviction notice. The eviction notice shall be issued by the landlord, apartment complex, court, or any other authorized entity and shall state the amount to be paid to prevent eviction and that such payments are past due. To prevent foreclosure, the Participant shall submit a notice of foreclosure or other similar written notification indicating that foreclosure proceedings have commenced or will commence immediately or on a date specified in the written notice. Such notice shall be issued by a bank, mortgage company, or other qualified lending institution, state the amount due to bring the mortgage current, and that foreclosure proceedings will commence immediately or on a specified date if the amounts owed are not paid.

   ☐ **Payments for burial or funeral expenses for the employee's deceased parent, spouse, children or dependents.** The Participant must submit a current bill for the goods and services incurred as part of the funeral and/or burial process. The bill shall be issued by the funeral home, mortuary, crematorium, cemetery, monument company, religious establishment (i.e., church, synagogue, chapel or other such similar place of worship) and should include the name of the spouse, child or other dependent on whose behalf the burial and/or funeral services were furnished.

   ☐ **Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under IRC §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).** The Participant must be able to show that there was a casualty and the amount of such casualty. The Participant shall submit the bill for services from the contractor(s) performing the repairs and a statement from the insurance carrier evidencing a denial of coverage of the repair/construction costs in an amount not greater than the amount of the hardship request.

## F Distribution Instructions

**1.** Pay the proceeds to *(Select one and complete the corresponding section below):*

☐ Owner at address of record via mail. *(Default)*

☐ Owner via Electronic Funds Transfer (EFT)/Direct Deposit. ***Complete question 2 then skip to section G – Withholding Election.***

☐ Receiving company via direct rollover, trustee-to-trustee transfer or exchange. ***Specify company name below and attach signed letter of acceptance from receiving company.*** *For additional information, refer to Distribution Instructions in section L – Disclosures.*

Receiving company name: ______________________________

☐ Allowable alternate payee and/or alternate address. ***Complete question 3 then continue to section G – Withholding Election & Tax Reporting. Refer to Distribution Instructions in section L – Disclosures for allowable alternate payees.***

**Owner via Electronic Funds Transfer (EFT)/Direct Deposit** *(Wire transfers are not available)*

*Deposit slips and starter checks will not be accepted. Refer to EFT Terms & Conditions in section L – Disclosures for further information. If this section is not completed or insufficient documentation is provided, a check will be mailed to the Owner at the address of record. The name displayed on the voided check must match the Owner/Participant in order to electronically transfer the payment to the account. Once the form has been received in good order, the distribution may take 3-5 business days to post to your bank account.*

**2.** Bank account type *(Select one):*

☐ Savings *(Submit a signed specification (spec) sheet/letter of instruction from the financial institution)*

☐ Checking *(Attach a voided check or submit a signed specification (spec) sheet/letter of instruction from the financial institution)*

**Allowable Alternate Payee and/or Alternate Address** *(Distributions may not be sent to an Agent/Broker address)*

***Refer to Distribution Instructions in section L – Disclosures for allowable alternate payees.***

**3.** Allowable alternate payee information:

**a.** Payee name: ______________________________

**b.** Mailing address *(PO Box or Street, Apt. or Suite #, City & State or Country, ZIP/Postal Code):*

______________________________

______________________________

## G Withholding Election & Tax Reporting Information

Payments qualifying as eligible rollover distributions, which you receive from tax-qualified contracts, are subject to mandatory 20% federal income tax withholding. The Internal Revenue Code requires you receive a reasonable time (at least 30 days) to consider making a direct rollover of your tax-qualified assets to an eligible retirement plan rather than receiving an eligible rollover distribution subject to mandatory withholding. You may elect to waive the right to this required time period.

Payments you receive from Massachusetts Mutual Life Insurance Company ("MassMutual") that are not eligible rollover distributions are subject to federal income tax withholding unless you elect not to have withholding apply. These may include hardship distributions, required minimum distributions, a distribution made for a specified period of 10 or more years and the removal of an excess contribution. Withholding will only apply to the portion of your payment that is already included in your income subject to federal income tax. There will be no withholding on the return of your own nondeductible contributions to the contract. If we do not know what portion of a distribution is taxable, we will withhold on the net amount after charges.

If you are establishing automatic payments, any withholding election you make will remain in effect until you revoke it by returning to us a signed and dated revocation of election. Once a payment has been made, the withholding election applicable to that payment cannot be changed. If you elect not to have withholding apply to your payments, or if you do not have enough federal income tax withheld from these payments, you may be responsible for the payment of estimated tax and/or be subject to estimated tax penalties. A distribution taken before age 59½ may be subject to a 10% penalty.

State income tax withholding may also apply. State income tax withholding requirements vary by state. If required under the laws of the state in which you live, state income tax withholding will also apply. *For more information on the withholding requirements in your state, see State Income Tax Withholding Disclosure.*

You should consult with a professional tax advisor before you begin receiving payments or before changing your election. Review the tax withholding disclosures in section L.

***Check the appropriate box below to make your withholding election for payments other than eligible rollover distributions. If no withholding election is affirmatively made, a 10% federal tax will be withheld, subject to certain exceptions.***

☐ Do not withhold ☐ Withhold 10% ☐ Withhold more than 10% *(Specify):* ____ %

## H Agreements & Signatures

By completing section D – Systematic Withdrawal Program (SWP), I agree that I have read and fully understand this program as described in the applicable fixed or variable annuity product prospectus and hereby elect to participate in SWP as indicated by the elections made on this form. Furthermore, I understand that all provisions of the contract (including withdrawal provisions) will continue to apply, except as otherwise provided by the SWP.

If requesting a hardship withdrawal in section E, I certify that the amount requested is not in excess of the immediate and heavy financial need, including an amount to cover the taxes on the distribution, and that the need cannot be satisfied by insurance, reasonable liquidation of my assets, cessation of elective deferrals, distribution or loans from my employer's Plan, or a commercial loan.

By completing question F2 – Electronic Funds Transfer (EFT)/Direct Deposit, I, the Owner/Participant, authorize MassMutual to deposit, via Electronic Funds Transfer, all payments to the bank account identified in section F. Payments made via EFT will fully satisfy MassMutual's obligation to make payments to me. Should MassMutual make an overpayment to me, I also authorize MassMutual to debit the bank account identified in section F in the amount of the overpayment in order to recoup the amount overpaid to me. To cancel this agreement, I must notify the MassMutual Service Center.

By signing below, I, the Owner/Participant, waive my right to receive a reasonable time (at least 30 days notice) to consider my rollover distribution options and I acknowledge that I have read all disclosures.

**Taxpayer Certification.** By my signature, I, the Owner/Participant, certify under penalties of perjury that: (1) the number shown in section A is my correct Taxpayer Identification Number; (2) I am not subject to backup withholding; (3) I am a U.S. person (including U.S. resident alien); and (4) the FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. *Strike out any of these statements if incorrect.*

*Note: While we are required by the IRS to include item 4 above, FATCA does not apply to a U.S. account owned by a U.S. person, so we have not included the ability to enter an exemption code. If you have indicated that you are not a U.S. person, any applicable FATCA information will be captured on the Form W-8.*

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

**Marital Status.** *(Required for all TSA, Keogh (H.R. 10) and former Qualified Plan (individually-owned) contracts).* By my signature below, I, the Owner/Participant, certify that I am *(Select one):*

☐ Single, divorced/legally separated, widowed or unable to locate my spouse.

☐ Married and my Plan is <u>not</u> subject to ERISA *(Consult with your employer if you are uncertain whether your Plan is subject to ERISA).*

☐ Married and my Plan <u>is</u> subject to ERISA ***(Signature of spouse and Notary stamp/seal also required)***.

Signature of Owner/Participant: ______________________

Printed name: ______________________ Date: __________

Title *(If applicable)*: ______________________

Signature of Irrevocable Beneficiary *(If applicable)*: ______________________

Printed name: ______________________ Date: __________

**Spousal Consent & Notary Stamp/Seal** *(Required for all ERISA TSA, Keogh (H.R. 10) & former Qualified Plan (individually-owned) contracts)*

I, the Owner/Participant's spouse, hereby consent to the Owner/Participant's election to receive a distribution from the Tax Sheltered Annuity, Keogh (H.R. 10) Plan or former Qualified Plan (individually-owned ) contract. I understand and acknowledge that I am waiving any legal right to this distribution as part of any death benefit payable from this contract.

Signature of Spouse: ______________________

Printed name: ______________________ Date: __________

On __________ (mm/dd/yyyy), ______________________ (full legal name)

personally appeared before me and is known to me and/or satisfactorily proved to me to be the person who signed this document of his/her own free will and accord.

Signature of Notary Public: ______________________

State/County where signed: ______________________

My commission expires *(mm/dd/yyyy)*: ______________________

*Affix Notary Stamp/Seal*

## I Notary Stamp/Seal

***Complete this section for the Owner when proceeds are: (1) paid or sent to an allowable alternate payees (refer to Distribution Instructions in section L – Disclosures); (2) sent to an address other than the address of record; or (3) sent to an address that has been changed in the past 90 days. Notary services are offered at most banks and credit unions.***

On ______________________ , ______________________________________________

(mm/dd/yyyy) (full legal name)

personally appeared before me and is known to me and/or satisfactorily proved to me to be the person who signed this document of his/her own free will and accord.

Signature of Notary Public: ______________________

State/County where signed: ______________________

My commission expires *(mm/dd/yyyy):* ______________________

*Affix Notary Stamp/Seal*

## J Plan Administrator Certification

***Complete for TSA contracts only.***

By signing below as the Plan Administrator, I am aware that the Plan Participant is requesting a distribution and I am certifying to MassMutual that the employee is eligible to receive this distribution as indicated in section B – Distribution Eligibility.

**Plan Terminations:** If the Plan has terminated, the Plan Administrator certifies that the 403(b) Plan named below has been terminated in accordance with regulation Section 1.403(b)-10 and meets the requirements to allow all Participants under the Plan to be eligible to take a distribution.

**TSA Exchange:** If this distribution is a TSA Exchange, the Plan Administrator certifies that the Receiving Company is an approved provider or has an information sharing agreement with the TSA Plan.

If the Participant is requesting a hardship withdrawal as indicated in section E, the Plan Administrator must indicate which option below applies:

- ☐ I, as the Plan Administrator, certify that the requested withdrawal qualifies as a hardship withdrawal pursuant to Treasury Regulation 1.401(k)-(2) and have collected any required documentation.
- ☐ **ERISA Safe Harbor Plans:** I, as the Plan Administrator, represent that the Participant has taken all available funds from any Qualified Plan that the employer offers. Additionally, I do not have actual knowledge to the contrary regarding any of the representations that the Participant has made in his/her withdrawal request.

Signature of Plan Administrator: ______________________

Printed name of Administrator: ______________________ Date: ____________

Plan name: ______________________

Plan contact phone number: ( _____ ) _____ - ________ Extension: ____________

Email address: ______________________

## K Submission & Contact Information

***For more information or general questions, use the resources below or visit [www.massmutual.com](www.massmutual.com). Once you have reviewed and completed this form, return pages 1-7 for processing. We will only accept responsibility for forms that are returned as indicated below.***

| | | |
|---|---|---|
| **Phone:**<br>1-800-272-2216<br>Monday through Friday, 8 a.m. – 8 p.m. Eastern Time | **Mail:**<br>MassMutual Financial Group<br>Attention: Annuity Hub<br>PO Box 9067<br>Springfield, MA 01102-9067 | **Fax:**<br>Attention: Annuity Hub<br>1-866-329-4272<br>*Retain this original and the fax machine confirmation statement for your files.*<br>**Email:**<br>ANNfax@massmutual.com |

## L Disclosures

**Distribution Eligibility**

In order to receive a distribution, you must determine your eligibility to receive a distribution by completing section B of this form.

Amounts distributed from your contract may be subject to a 10% penalty tax; you should consult with a professional tax advisor.

The Tax Reform Act of 1986 (TRA 86) placed certain restrictions on distributions from TSA Plans. The restrictions are meant to ensure that the qualified contract is being used as a vehicle for tax-deferred savings for retirement. In addition, if you have an outstanding loan on a TSA, other restrictions may apply.

**Distribution Eligibility Reason.** *(Former Qualified Plans do not require a distribution eligibility reason).* Distributions can be made under the following circumstances:

- Attainment of age 59½
- Funds attributed to prior employer
- Severance from employment or amounts attributable to a prior employer
- **Plan termination.** Your 403(b) Plan sponsor has notified us that they are no longer offering a 403(b) Plan, and that they have taken action that they deem to have terminated the Plan.
- **Employer contributions and earnings** ***(Available for MassMutual Artistry and Flex contracts only).*** Final TSA regulations provide that the distribution of employer contributions from TSA contracts issued on or after 1/1/09 must be restricted based on a stated events rule. This means that a TSA Plan must provide under its Plan document some specific restriction which must be met by the employee before employer contributions may be removed from the Plan. This restriction may take the form of attainment of a certain age or the completion of a fixed number of years. Since each TSA Plan can determine its unique restrictions, individual Plan sign-off is required for the distribution of employer contributions issued on or after 1/1/09.
- **Qualified reservist distribution.** A qualified reservist distribution is made to an individual who is a reservist or national guardsman and who was ordered or called to active duty for a period in excess of 179 days or for an indefinite period. Distributions must be made during the period beginning on the date of the order or call to duty and ending at the close of the active duty period. The 10% penalty for early distribution will not apply to a qualified reservist distribution attributable to elective deferrals from a 403(b) contract. Only amounts attributable to employee contributions may be distributed as an active reservist distribution. In order to process an active reservist distribution on a grandfathered plan, MassMutual requires the Owner/Participant to provide documentation of active service, including the dates of such service.
- **Return of excess contributions.** If the excess contribution will be removed by the due date of your return (including extensions), we will automatically adjust the amount of your distribution for any gain or loss to the excess amount. If your distribution is removed after the due date of your return, we will make no adjustment for gain or loss. We assume that any excess contribution removed on or before October 15th of the year after the tax year listed has been removed prior to the due date of your return. If our assumption is incorrect, you must let us know prior to processing your distribution. Consult your tax advisor or IRS Publication 590 for more information about correcting excess IRA contributions.
- Attainment of age 70½ for Texas Optional Retirement Programs (ORP)
- **Disability.** An individual shall be considered to be disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. An individual shall not be considered to be disabled unless he furnished proof of the existence thereof in such form and manner as the Internal Revenue Service may require. To enable a distribution to be coded on Form 1099-R as being exempt from the premature distribution penalty on account of disability, MassMutual requires the Owner/Participant to provide documentation of proof of disability with the withdrawal request. If valid documentation is not received with the withdrawal request, the distribution will be coded on Form 1099-R as a premature or normal distribution as appropriate.
- Financial Hardship
- Death

**Other Distributions** ***(Must also be available under the individual plan rules).*** IRS regulations may affect the taxation of 403(b) tax deferred annuity contract exchanges that occur after September 24, 2007. Certain transactions, often called "Revenue Ruling 90-24" exchanges or transfers, are a common non-taxable method to exchange one tax-sheltered annuity contract for another. The IRS has issued regulations that may impose restrictions on your ability to make such an exchange after September 24, 2007. TSA regulations require TSA Plans to impose certain distribution restrictions on employer contributions for contracts issued after 12/31/2008. Based on your TSA Plan's specific rules, exchanging a TSA contract with employer contributions for a new TSA contract after 12/31/2008 may subject those employer contributions to distribution restrictions that do not apply to your current TSA contract.

If the Plan is a governmental plan, you retired as a public safety officer, and your retirement was by reason of disability or was after normal retirement age, you can exclude from your taxable income plan payments paid directly as premiums to an accident or health plan (or a qualified long-term care insurance contract) that your employer maintains for you, your spouse, or your dependents, up to a maximum of $3,000 annually. For this purpose, a public safety officer is a law enforcement officer, firefighter, chaplain, or member of a rescue squad or ambulance crew.

**Loan payoff using contract value.** The payoff of a loan with TSA contract value is treated as a distribution from the TSA Plan. Therefore, an eligible distribution reason (ex: 59½, or separation from service) must exist before a loan can be paid off with contract value.

You may not transfer or make a TSA Exchange of all or a portion of your TSA if you have an outstanding loan. If a TSA Exchange or transfer is requested on a TSA contract that has an existing loan (whether it is in good standing or has deemed) the loan must be paid off before the TSA Exchange or transfer is processed. The loan can be paid off with personal funds from the contract owner or contract value if an eligible distribution reason exists. A request for a TSA Exchange or transfer will not be processed if an outstanding loan exists and there is no eligible distribution reason and the request is not accompanied by a personal check to pay off the outstanding loan amount.

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

**One-Time Partial and Systematic Withdrawal**

**Gross of any applicable contingent deferred sales charges (CDSC) and/or tax withholding.** The requested amount will be withdrawn from the contract and any applicable CDSC and tax withholding will be deducted from the requested amount. You will receive a payment in the amount of the remainder.

## L Disclosures *continued*

**Net of any applicable contingent deferred sales charges (CDSC) and/or tax withholding.** You will receive a payment for the amount requested. The amount withdrawn from your contract will be increased to the extent needed to result in payment to you of the requested amount, after the deduction of any applicable CDSC and/or tax withholding. If there are not sufficient funds to provide the requested amount net of all charges, the request will be processed as a gross amount.

The Systematic Withdrawal Program (SWP) will be cancelled if, as a result of the transaction, your contract value would fall below the minimum contract balance, unless the SWP is intended to qualify under section 72(t).

SWP is not available for the following distribution eligibility reasons:

- Funds attributed to prior employer;
- Qualified reservist distribution;
- Return of excess contributions;
- Disability; and
- Financial hardship

**Substantially Equal Periodic Payments.** If the series of payments is subsequently modified (other than by reason of death or disability) before the taxpayer attains age 59½, or prior to the close of the five-year period beginning with the date of the first payment and after the taxpayer attains age 59½, the 10% premature distribution penalty tax will be imposed retroactively on prior distributions, plus interest. The period described must be completed before additional distributions can be received to avoid imposition of the 10% premature distribution penalty. The IRS has indicated that a series of payments will be considered modified if, after the date on which the account was valued to determine your payments, there is:

- A withdrawal in addition to your schedule payments;
- Any addition to the account balance other than gains or losses;
- Any nontaxable transfer of a portion of the account balance to another retirement Plan; or
- A rollover of the amount received resulting in such amount not being taxable.
- Other transactions, in addition to those listed above, may also be considered as modifying a series of payments.

Charges may include transaction fees, contingent deferred sales charges or income tax withholding, if applicable. Refer to current prospectus for details on charges.

**MassMutual Evolution and MassMutual Transitions Select**

The following are important reminders for MassMutual Evolution and MassMutual Transitions Select contracts with a Living Benefit:

**If GMIB Plus 5/6 is elected:**

- The withdrawal will be gross of any applicable contingent deferred sales and/or tax withholding.
- Withdrawals equal to or less than the interest earned on your GMIB value in the current contract year (5% if GMIB Plus 5 elected and 6% if GMIB Plus 6 elected) reduce your GMIB value dollar-for-dollar.
- Withdrawals in excess of the interest earned on your GMIB value in the current contract year reduce your GMIB value proportionally which may have an adverse impact on your GMIB value.
- Withdrawals in excess of the free withdrawal amount may be subject to a contingent deferred sales charge.
- If GMIB Plus 5 or GMIB Plus 6 is elected with a SWP, the SWP program will be stopped if the withdrawals are in excess of the interest earned on your GMIB value.
- The minimum withdrawal amount is $100.
- For 72(t) distributions, only the Annuity Factor Method or Amortization Method can be selected.

**If GMWB is elected:**

- Any withdrawals taken prior to the Guaranteed Lifetime Withdrawal Date will reduce your benefit base.
- Withdrawals taken prior to age 60 equal to or less than the Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount (5% of Benefit Base) in the current contract year reduce your Benefit Base dollar-for-dollar.
- Withdrawals taken prior to age 60 exceeding the Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount (5% of Benefit Base) in the current contract year reduce your Benefit Base to the lesser of the account value or the remaining Benefit Base after the withdrawal is taken.
- Withdrawals taken at or after age 60 equal to or less than the Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount (5% of Benefit Base) in the current contract year will not impact your benefit base.
- Withdrawals taken at or after age 60 exceeding the Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount (5% of the Benefit Base) in the current contract year reduce your Benefit Base to the lesser of the account value or the remaining Benefit Base after the withdrawal is taken.
- If a SWP is elected, the SWP program will be stopped if the withdrawals are in excess of the Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount.
- If this withdrawal is being taken for your Required Minimum Distribution (RMD), use form F6695.
- The minimum withdrawal amount is $100.
- Withdrawal will be gross of any applicable contingent deferred sales and/or tax withholding.
- For 72(t) distributions, only the Annuity Factor Method or Amortization Method can be elected.

**MassMutual Equity Edge**

Unless you request otherwise, your withdrawal request will be effective on your benefit period expiration date.

**Benefit Period Elected**

- **Withdrawals outside of a window period.** While you are participating in a benefit period, if you make a withdrawal outside of the window period, your withdrawal will be subject to a contingent deferred sales charge (only during the initial benefit period) and any applicable market value adjustment. Your Principal Protection Benefit will also be adjusted.
- **Withdrawals during the window period.** While you are participating in a benefit period, if you make a withdrawal during the window period, your withdrawal will not be subject to a contingent deferred sales charge or any applicable market value adjustment.

Your Principal Protection Benefit will be adjusted unless your withdrawal is effective on the benefit period expiration date.

**No Benefit Period Elected**

If you make a withdrawal while your entire contract value is invested in the MML Money Market sub-account, your withdrawal will not be subject to a contingent deferred sales charge (CDSC) or any applicable market value adjustment. Your withdrawal will be effective on the business day we receive this fully completed form.

**Principal Protection Benefit Adjustments.** Your principal protection benefit will be reduced by the same ratio of any partial withdrawal you make prior to the end of your benefit period. For example, assume $100,000 is the principal amount that is protected. Your current contract value is $120,000 and you withdraw 10% ($12,000), leaving a contract value of $108,000. Your $100,000 principal protection benefit is reduced by the same ratio, 10% ($10,000) to $90,000. If you make a full withdrawal on any day prior to the end of your benefit period, the principal protection benefit will not be applied to your contract. You will receive an amount equal to your contract value less a contingent deferred sales charge and/or market value adjustment. This amount may be more or less than your original purchase payment.

**Interest Only Systematic Withdrawal Program.** Withdrawals may be subject to a surrender charge. If chosen after issue, withdrawals will begin one modal frequency as specified from the election date. You will receive interest earned in the frequency indicated from the date your request is processed, which may not account for all interest in your contract.

**MassMutual Odyssey:** The contract value must be at least $15,000 to participate. If the interest earned during a frequency is less than $25, the systematic withdrawal for that frequency will not process. Your systematic withdrawals will continue when the interest earned during a frequency is greater than $25.

**Financial Hardship Distribution Rules**

The distribution you request will be considered necessary to satisfy your financial need if:

- The distribution is not in excess of the amount of your immediate and heavy financial need, and
- You have obtained all distributions, other than hardship withdrawal distributions, and all nontaxable loans currently available to you from your contract and from all plans maintained by your employer.

If you receive a hardship withdrawal distribution, your contract may lose its tax sheltered status if:

- You make any further contributions to your contract, or to any other plan maintained by your employer during the six month period beginning on the date of the hardship withdrawal, or
- During the year following the year in which the hardship withdrawal is made, you make total deferral contributions that exceed the contribution limit under Internal Revenue Code 402(g) minus your elective contributions for the year of the hardship withdrawal.

The maximum financial hardship distribution you are eligible to receive may not exceed the combined total of:

- The contributions (but not the earnings on such contributions) made to your contract through a Salary Reduction Agreement after December 31, 1988.
- The contributions (but not the earnings on such contributions) made to another contract or Custodial Account through a Salary Reduction Agreement after December 31, 1988, and transferred to the contract.
- Any amounts accumulated under a Custodial Account prior to January 1, 1989, and transferred to this contract.
- This amount shall be reduced by amounts previously distributed on account of financial hardship. A hardship distribution cannot be rolled over.

**Distribution Instructions**

**For Rollovers.** If the distribution is to be a direct rollover, transfer or exchange, fill in the name of the receiving company in question F1. A signed letter of acceptance from the receiving company must also be included.

The letter of acceptance must be on company letterhead and include:

- MassMutual contract/certificate number or the Owner's name and SSN,
- Acceptance wording or wording that specifically states MassMutual is to mail the check to the receiving company,
- Market type of the contract to which the funds are moving,
- Mailing instructions,
- An authorized signature.

**For All Other Distributions.** If all or a portion of the distribution is to be paid to a party other than the Owner, they must fit MassMutual's definition of an allowable alternate payee.

Allowable alternate payees:

- Annuitant *(Available for TSA Group Plans only)*
- Brokerage accounts for the benefit of the Owner (i.e. brokerage account in the Owner's name)
- Non-rollover/transfer/exchanges to another MassMutual contract or policy in the Owner/Participant's name

If the definition of an alternate payee is met, fill in the appropriate name and address in question F3.

**EFT Terms & Conditions.** MassMutual shall incur no liability as a result of a deposit being dishonored by your bank. This authorization shall not impose any legal obligation on MassMutual to make such deposits.

If the Payee is an Entity (e.g., Trust, Estate, Corporation/Partnership), the name displayed on the voided check or spec sheet/letter of instruction from the financial institution must match the name of the Bank Account Holder. For example, if the Payee is a Trust, Estate or Corporation/Partnership, deposits cannot be made into a trustee's, executor's or officer's personal account.

EFT is only available for United States-based banks or participating credit unions. No foreign financial institutions are allowed.

**Special Notice Regarding Rollover Options**

**Rollover Options.** The following information is provided because all or a portion of a payment you are receiving is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover. This notice describes the rollover rules that apply to payments from the Plan that are not from a designated Roth account (a type of account with special tax rules in some employer plans).

Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

**General Information About Rollovers**

**How can a rollover affect my taxes?** You will be taxed on a payment from MassMutual if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

**Where may I roll over the payment?** You may roll over the payment to either an IRA (an Individual Retirement Account or Individual Retirement Annuity) or an employer plan (a Tax-Qualified Plan, Section 403(b) Plan, or Governmental Section 457(b) Plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

## General Information About Rollovers

**How can a rollover affect my taxes?** You will be taxed on a payment from MassMutual if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

**Where may I roll over the payment?** You may roll over the payment to either an IRA (an Individual Retirement Account or Individual Retirement Annuity) or an employer plan (a Tax-Qualified Plan, Section 403(b) Plan, or Governmental Section 457(b) Plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

**How do I do a rollover?** There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

- If you do a direct rollover, MassMutual will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.
- If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, MassMutual is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies). You are limited to one such indirect rollover from any IRA you own (including traditional IRAs, SEP IRAs, SIMPLE IRAs and Roth IRAs) to another IRA within any 12 month period. This limitation does not, however, apply to a rollover that constitutes a conversion from an IRA to a Roth IRA. This limitation also does not apply to direct rollovers. If you intend to rollover a distribution from one IRA to another IRA, you should consider doing so as a direct rollover.

**How much may I roll over?** If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½; (or after death)
- Hardship distributions
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Payments of certain automatic enrollment contributions to be withdrawn within 90 days of the first contribution

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

**If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?** If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution.

**If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?** If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a Plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to $10,000 used in a qualified first-time home purchase, and (3) payments for health insurance premiums after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

**Will I owe state income taxes?** This information does not describe any state or local income tax rules (including withholding rules).

## Special Rules and Options

**If your payment includes after-tax contributions.** After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is generally included in the payment, so you cannot take a payment of only after-tax contributions. However, if you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs).

If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, the portion rolled over consists first of the amount that would be taxable if not rolled over. For example, assume you are receiving a complete distribution of your benefit which totals $12,000, of which $2,000 is after-tax contributions. In this case, if you directly roll over $10,000 to an IRA that is not a Roth IRA, no amount is taxable because the $2,000 amount not directly rolled over is treated as being after-tax contributions. If you do a direct rollover of the entire amount paid from the Plan to two or more destinations at the same time, you can choose which destination receives the after-tax contributions.

If you do a 60-day rollover to an IRA of only a portion of a payment made to you, the after-tax contributions are treated as rolled over last.

For example, assume you are receiving a distribution of $12,000, of which $2,000 is after-tax contributions, and no part of the distribution is directly rolled over. In this case, if you roll over $10,000 to an IRA that is not a Roth IRA in a 60-day rollover, no amount is taxable because the $2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving Plan separately accounts for after-tax contributions and is not a Governmental Section 457(b) Plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

**If you miss the 60-day rollover deadline**. Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs).

**If you have an outstanding loan that is being offset.** If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

**If you were born on or before January 1, 1936.** If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

**If you are an eligible retired public safety officer and your pension payment is used to pay for health coverage or qualified long-term care insurance.** If the Plan is a governmental plan, you retired as a public safety officer, and your retirement was by reason of disability or was after normal retirement age, you can exclude from your taxable income plan payments paid directly as premiums to an accident or health plan (or a qualified long-term care insurance contract) that your employer maintains for you, your spouse, or your dependents, up to a maximum of $3,000 annually. For this purpose, a public safety officer is a law enforcement officer, firefighter, chaplain, or member of a rescue squad or ambulance crew.

**If you roll over your payment to a Roth IRA.** If you roll over a payment from the Plan to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

**<u>If you are not the Plan Participant</u>**

**Payments after death of the Participant.** If you receive a distribution after the Participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional tax on early distributions and the special rules for public safety officers do not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the Participant was born on or before January 1, 1936.

**If you are a surviving spouse.** If you receive a payment from the Plan as the surviving spouse of a deceased Participant, you have the same rollover options that the Participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the Participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the Participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the Participant would have been age 70½.

**If you are a surviving beneficiary other than a spouse.** If you receive a payment from the Plan because of the Participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

**Payments under a qualified domestic relations order.** If you are the spouse or former spouse of the Participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the Participant would have. For example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it. Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

**If you are a nonresident alien.** If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, MassMutual is generally required to withhold 30% of the payment for federal income taxes.

If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Other special rules.** You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

**Withholding Election**

The term "eligible rollover distribution" refers to any payment directly to the individual that may be deposited into another eligible retirement account within 60 days to avoid income taxes (but which may not). Eligible rollover distributions are subject to 20% withholding and the client is not able to elect out of withholding.

A distribution taken before age 59½ may be subject to a 10% penalty.

**For More Information**

You may wish to consult with the Plan Administrator or payor and your professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

**30 Day Notice.** The Internal Revenue Code gives you a reasonable time (at least 30 days) to consider making a direct transfer of TSA assets to an eligible TSA or a direct rollover to a Traditional IRA, SEP IRA, Governmental 457(b) Deferred Compensation Plan, or Qualified Employee Benefit Plan rather than receiving an eligible rollover distribution subject to mandatory withholding. You may waive this right by signing section H of the form without modification.

The Agreements & Signatures section must be dated and signed, as certification that all information provided is true and accurate. Your signature indicates that you agree to the Terms and Conditions for TSA distributions outlined above. If you elect not to waive your right to receive a reasonable time to consider your rollover/distribution options, cross out that sentence and initial the margin.

**Important Replacement Information.** If you are considering replacing this contract, the proposed replacement may not be in your best interest. The release of values from this contract may affect the guaranteed and non-guaranteed elements and surrender values. Certain fees and/or tax consequences may also be associated with this request. To help determine whether replacing the contract is in your best interest, a contract summary is available upon request. Contact our Service Center at (800) 272-2216, Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern time. By signing and submitting this form, you acknowledge that you are waiving the right to receive a contract summary and wish to proceed without receiving one.

The above-signed is returning the contract or represents that the contract is not locatable and is either lost, stolen or destroyed. In return for MassMutual redeeming/surrendering the contract, each of us agrees to hold MassMutual harmless from all claims and liability resulting from the redemption/surrender of the contract. To the best of our knowledge, the contract has not been given to and is not in the possession of any other person. If the original or any duplicate contract is found, both it and any duplicate contract will be returned to MassMutual. This agreement shall be binding on the estate and other successors of each of us.

**Spousal Consent**

This section must be completed if your qualified annuity is subject to ERISA, as explained below. If you indicate that you are married, your spouse must sign where indicated, and the form must be notarized.

The Employee Retirement Income Security Act of 1974 (ERISA) applies to certain arrangements established by employers for the purpose of providing retirement benefits or income deferral to employees. ERISA applies to some, but not all, qualified annuity contracts. If a qualified annuity contract is subject to ERISA, compliance with various requirements is necessary. Spousal consent is one such requirement. In particular, a qualified annuity contract that is subject to ERISA must provide that accrued benefits payable to a vested, married Participant who is alive at the time of the annuity starting date must be payable in the form of a qualified joint and survivor annuity, and that accrued benefits payable to a vested, married Participant who has died before the annuity starting date must be payable in the form of a qualified pre-retirement survivor annuity to the Participant's surviving spouse. The payment of benefits in any other manner generally requires spousal consent.

Spousal consent is not required in the following situations:

- If there is no spouse;
- If it has been established that the spouse cannot be located; or
- If the Participant and his/her spouse are legally separated or divorced.

If you check divorced/legally separated, you certify that this annuity is not part of the terms of the divorce/separation. If you check unable to locate spouse, you certify that you have obtained a court order demonstrating abandonment.

Generally, a qualified annuity contract with minimal employer involvement is not subject to ERISA. Examples of minimal involvement include providing product information, withholding salary reduction contributions and forwarding such contributions to the appropriate issuer. In addition, participation by employees must be voluntary, all rights under an account must be enforceable solely by the employee, and the employer must receive no compensation other than compensation for reasonable expenses actually incurred in accordance with complying with the employees' salary reduction agreements.

**Plan Administrator Certification**

*Plan Administrator sign-off may be required for TSA distributions depending on the provisions of your TSA Plan.*

Contracts that fall under the "grandfathered status" of IRS Revenue Ruling 2007-71 will not require Plan Administrator sign-off. Your contract may be considered "grandfathered" if your contract was:

- A result of a 90-24 transfer (TSA-to-TSA Exchange) prior to September 24, 2007 and there have been no contributions added to the contract; or
- Issued prior to January 1, 2005 and no contributions have been made for any Participant under your Employer TSA Plan since January 1, 2005.

**ERISA Safe Harbor Plans.** If your Plan meets the requirements of the safe harbor to be exempt from ERISA, your Plan sponsor has limited involvement with distribution approvals. Hardship documentation must be submitted to MassMutual with your request for approval.

MassMutual FINANCIAL GROUP®

Massachusetts Mutual Life Insurance Company
1295 State Street, Springfield, MA 01111-0001

# State Income Tax Withholding Disclosure

***State income tax withholding requirements on taxable distributions vary by state. State income tax, if required by your state of residence, will be withheld by MassMutual as detailed below. If you have questions regarding the withholding rules that we will apply in your state, or if you want to make a state income tax withholding request, contact the MassMutual Service Center at 1-800-272-2216 (Monday through Friday, 8am-8pm Eastern Time).***

## State Withholding Requirements

| **If you are a resident of...** | **state income tax will....** |
|---|---|
| Alabama, Colorado, Connecticut, Hawaii, Idaho, Indiana, Kentucky, Louisiana, Minnesota, Mississippi, Missouri, Montana, New Jersey, New Mexico, New York*, North Dakota, Ohio, Pennsylvania, Rhode Island, South Carolina, Utah, West Virginia or Wisconsin | not be withheld unless you request state income tax withholding. |
| Alaska, Florida, Nevada, New Hampshire, South Dakota, Tennessee, Texas, Washington or Wyoming | not be withheld. |
| Arkansas, California, Delaware, Iowa, Kansas, Maine, Massachusetts, Nebraska, North Carolina, Oklahoma, Oregon or Vermont | be withheld if federal income tax is withheld. However, even if federal income tax is not withheld, you may request that state income tax be withheld. |
| Arizona, Illinois | will be withheld from periodic payments (i.e. annuitized payments) only if you request state income tax withholding. State income tax will not be withheld from any other distribution. |
| District of Columbia | be withheld only on a full surrender of a qualified contract. State income taxes will not be withheld from any other distribution, unless you request state income tax withholding. |
| Georgia | be withheld from periodic payments (i.e. annuitized payments). State income taxes will not be withheld from any other distributions, unless you request state income tax withholding. |
| Maryland | be withheld from eligible rollover distributions, if federal income tax is withheld. You may request withholding on distributions from qualified contracts and non-qualified Annuities. |
| Michigan | be withheld, unless you opt out of withholding by submitting form MI W4-P. |
| Virginia | be withheld if federal income tax is withheld, unless your contract is an IRA or SEP-IRA. If your contract is held as an IRA or SEP-IRA, state income taxes will not be withheld unless you request state income tax withholding. |

**** Residents of New York may elect withholding on distributions from Annuities only.***

*MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives.*