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.

MassMutual

Massachusetts Mutual Life Insurance Company (MassMutual), 1295 State Street, Springfield, MA 01111-0001 and its subsidiaries: C.M. Life Insurance Company and MML Bay State Life Insurance Company, 100 Bright Meadow Boulevard, Enfield, Connecticut 06082-1981.

Minimum Withdrawal Amounts and Contract Balances

The following chart contains important information for your reference as you complete the partial withdrawal form.

	Minimum allowable withdrawal	Minimum balance required to keep contract open	Minimum balance to initiate Systematic Withdrawal Program
CM Windows®	$1,000	$5,000	n/a
Flex Extra	$100	$500	$10,000
Flex-Annuity	$100	$600	n/a
Foundation Annuity	$100	$500	$10,000
LifeTrust	$100	$1,000	$10,000
MassMutual Artistry	$100	$600	$25,000 (IRA) $10,000 (TSA*)
MassMutual Equity Edge℠	$100	$10,000	n/a
MassMutual Evolution℠ **	$100	$2,000	$5,000
MassMutual Odyssey®	$100 (Specified Dollar Amount) $25 (Interest Only)	$2,000	$2,000 (Specified Dollar Amount) $15,000 (Interest Only)
MassMutual Odyssey Plus℠	$250	$10,000	$10,000 (Specified Dollar Amount) No minimum (Interest Only)
MassMutual Odyssey Select℠	$250 (13 per contract year limit)	$3,000	n/a
MassMutual Stable Voyage℠	$250 (13 per contract year limit)	$7,500	n/a
MassMutual Transitions® **	$100	$2,000	$25,000
MassMutual Transitions Select℠ **	$100	$2,000	$5,000 (IRA/Non-Qualified) $10,000 (TSA*)
Panorama®	$100	$250	$25,000
Panorama Passage®	$250	$2,000	$25,000
Panorama Plus	$100	$250	$25,000
Panorama Premier	$100	$5,000 (Non-Qualified) $2,000 (Qualified)	$25,000

* Tax Sheltered Annuity
** If the GMAB or GMIB feature is selected, please refer to the appropriate product prospectus for the impact of withdrawals on these benefits.

*** Written requests to bring the contract to $0 must be on a full withdrawal request form.

Annuity Partial Withdrawal & Systematic Withdrawal Program Request

For deferred annuity contracts with:

- **MassMutual Guaranteed Income Plus 5**
- **MassMutual Guaranteed Income Plus 6 or**
- **MassMutual Lifetime Payment Plus℠**

- Transitions Select and Evolution Contracts **NOT** participating in MassMutual Guaranteed Income Plus 5, MassMutual Guaranteed Income Plus 6 or MassMutual Lifetime Payment Plus℠) – use form FR1202.
- If this withdrawal is being taken for your Required Minimum Distribution (RMD), use form F6695.
- The release of contract values may affect the guaranteed elements, non-guaranteed elements, cash or surrender value of the contract from which the values are released.

Read Instructions below and in Section 8 before completing this form.

1. Owner/Participant Information

Contract/Certificate Number ____________________

Owner Name/Plan Name ____________________

Joint Owner Name (if applicable) ____________________

Daytime Phone Number ____________________ Email ____________________

Disclosures

MassMutual Guaranteed Income Plus 5 (GMIB Plus 5) or MassMutual Guaranteed Income Plus 6 (GMIB Plus 6):

- Withdrawals equal to or less than the interest credited 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 credited 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.
- The Systematic Withdrawal Program will be stopped if the withdrawals are in excess of the interest earned on your GMIB value.
- Withdrawal will be GROSS of any applicable contingent deferred sales and/or tax withholding.

MassMutual Lifetime Payment Plus℠:

- Any withdrawals taken prior to the Guaranteed Lifetime Withdrawal Date will reduce your benefit base. Refer to the detailed instructions in section 8 for more information.
- 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 Systematic Withdrawal Program (SWP) is elected, the SWP program will be stopped if the withdrawals are in excess of the Guaranteed Lifetime.
- Withdrawal will be GROSS of any applicable contingent deferred sales and/or tax withholding.

If you have elected an optional guaranteed minimum accumulation benefit, guaranteed minimum income benefit or a guaranteed minimum withdrawal benefit with your variable annuity contract and would like to understand the impact of a withdrawal on the benefit provided by those features, contact us to obtain a personalized calculation demonstrating the effect of a withdrawal.

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2. One-time Partial Withdrawal

- If you are currently receiving IRC Section 72(t) or 72(q) distributions, adverse tax consequences may apply. See section 8A for more information.
- 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.

Withdrawal Method (*Default GROSS)*

☐ NET of any applicable CDSC/surrender charge and/or tax withholding. (*By withdrawing a specific dollar amount and electing NET, you may exceed your Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount.*)

☐ GROSS of any applicable CDSC/surrender charge and/or tax withholding.

Select one withdrawal option below:

☐ **Partial withdrawal of the remaining contract free withdrawal amount, free of CDSC.** (*By withdrawing the full contract free withdrawal amount, you may exceed your Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount)*

☐ **Partial withdrawal in the amount of $____________ of contract value.** (*If amount specified is more than the amount available, the request will be processed for the maximum amount available.)*

☐ **Maximum GMIB Interest Credited/Maximum Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount** *(We will calculate and distribute to you the maximum amount you are entitled to withdraw each contract year without negatively impacting your benefit.)*

☐ **Return of excess contributions $_________________ tax year _____________.**

Future Processing Date Election (If applicable) - If withdrawal date requested exceeds 30 days, new paperwork will need to be submitted.

I would like my transaction processed on/after this date: ________/________/________
mo day yr

Nursing Home Waiver ☐ Check box if you taking a partial withdrawal using your Nursing Home Waiver. Complete form F6940 and submit with this withdrawal to request a waiver of the contingent deferred sales charge/surrender charge. See section 8A.

3. Systematic Withdrawal Program (SWP)

- **SWP is not available for Plan-owned Qualified Employee Benefit Plans, Non-Qualified Deferred Compensation Plans, and Corporate Owned Non-Qualified Plans.**
- If no start date has been selected, we will automatically begin Systematic Withdrawals within 10 business days of receipt of this form for SWP EFT requests or date received in good order for SWP check request.
- If you elect an EFT start date that is less than 10 business days from the receipt of this request in the Service Center, your first transmission will be a check to your address of record with regular electronic fund transfers to follow.
- Withdrawal will be GROSS of any applicable contingent deferred sales and/or tax withholding.
- 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 credited on your GMIB value.

Choose one:

☐ Set up new SWP

☐ Change existing SWP

☐ Change existing SWP payment method from CHECK to EFT (Complete section 4)

Changes to or termination of this program can be made at any time by contacting the Service Center.

Select one systematic withdrawal option below:

☐ **Maximum GMIB Interest Credited/Maximum Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount**
We will calculate and distribute to you the maximum amount you are entitled to withdraw each contract year without negatively impacting your benefit.

☐ **___________% of GMIB Interest Credited/Benefit Base (cannot exceed maximum)**
In increments of 1%, you may choose 1% to 5% for the GMIB Plus 5 or 1% to 6% for the GMIB Plus 6. Percent chosen will be calculated on an annual basis and that amount will be split into the appropriate number of payments depending on the frequency chosen below.

In increments of 1%, you may choose 1% to 5% for MassMutual Lifetime Payment Plus℠. Percent chosen will be calculated on an annual basis and that amount will be split into the appropriate number of payments depending on the frequency chosen below.

☐ **Withdrawal Amount: $____________ (per frequency selected)**
Specific dollar amount cannot exceed the maximum amount you are entitled to withdraw each contract year without negatively impacting your benefit.

Select Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Start Date: ________/________/________ (mo day(1-28) yr) **Duration:** Stop on _______/_______/________ (mo day(1-28) yr) or after processing _____________withdrawals (number)

3. Systematic Withdrawal Program- *Continued*

Substantially Equal Period Payments (SEPP) - Consult your tax advisor before proceeding

☐ Check box if these distributions qualify for the substantially equal periodic payment exception described in Section 72(t) or 72(q) of the Internal Revenue Code. If you elect 72(t) or 72(q) payments, a partial withdrawal or additional payments into your contract may be considered an 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 charge may apply. Once you begin 72(t) or 72(q) payments, you may not alter your payment schedule for 5 years or until you have reached age 59½, whichever is greater. Distributions taken under Section 72(t) or 72(q) will be made net of any applicable CDSC/surrender charge and gross of any tax withholding, regardless of which method is selected.

Calculation method used *(Select one):* ☐ Annuity Factor Method ☐ Amortization Method

4. Distribution Instructions

To help protect our customers' assets, MassMutual will independently validate bank and customer account information before processing a wire transfer/EFT. If we are unable to independently validate the bank and customer account information or sufficient documentation to support the wire transfer/EFT is not provided, we will mail a check to the Owner at the address of record via U.S. Postal Service First Class Mail. It should be noted that we are not always able to independently validate credit unions or smaller banks.

UPS Overnight Request. Send withdrawal via UPS Priority. ***Only available for one-time partial withdrawal.*** *(The carrier charges a fee and cannot ship to a PO Box. If information below is not complete, the check will be mailed through regular U.S. Postal Service.)*

UPS account number: ______________________________

UPS account name: ______________________________

Associated Zip/Postal Code: ______________________________

Email delivery notification *(If yes, Owner's email address indicated in section 1 will be used):* ☐ Yes ☐ No

A. ☐ Owner at address of record. *(Default - allow 10 business days for normal delivery)*

B. Transfer/Rollover/Exchange to Receiving Company

- To be completed only if proceeds are to be paid as a direct rollover, trustee to trustee transfer or partial 1035 exchange. A signed letter of acceptance from the receiving company must be included.

Receiving Company Name ______________________________

C. Distribution to Allowable Alternate Payee *(Choose option A if the distribution is a rollover, a 1035 exchange or a tax free transfer to another company)*

- Not available for Qualified Employee Benefit, Corporate Owned Non-Qualified contracts, or Non-Qualified Deferred Compensation Plan contracts. These distributions must be payable to the Plan which can then further distribute the funds on behalf of the Participant.
- Refer to Distribution Instructions in section 8B for allowable alternate payees.
- A Notary stamp is required in section 7.
- Complete the tax withholding section 5 of this form and enter your Social Security Number in section 6.
- Distributions may not be sent to an agent/broker address.

Name ______________________________

Address ______________________________

D. Electronic Funds Transfer (EFT) / Direct Deposit *(Wire transfers are not available)*

- The name displayed on the voided check or signed specification (spec) sheet/letter of instruction from the financial institution must match the Owner on the contract in order to electronically transfer the payment to the account.
- Depost slips and starter checks will not be accepted.
- Allow 3-5 business days for your withdrawal to be posted in your bank account.
- If sufficient documentation to support the EFT is not provided, a check will be sent to the Owner at the address of record via mail.
- For SWP, if you elect an EFT start date that is less than 10 business days from the receipt of this request, your first withdrawal will be sent via check to the address of record. Future withdrawals will be sent EFT.

Bank account type *(Select one):*

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

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

5. Withholding Election

Do not complete for QEB Plans, Corporate Owned Non-Qualified contracts, or Non- Qualified Deferred Compensation Plans

Payments you receive from Massachusetts Mutual Life Insurance Company ("MassMutual") are subject to federal income tax withholding unless you elect not to have withholding apply. Withholding will only apply to the portion of your payment that is included in your income subject to 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 election you make will remain in effect until you revoke it by returning to us a signed and dated revocation of election. If no withholding election is affirmatively made, 10% federal income tax will be withheld, subject to certain exceptions. Once a payment has been made, the withholding election applicable to that payment cannot be changed.

If you elect not to have withholding apply 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 tax advisor before you begin receiving payments. ***Check the appropriate box below to make your withholding election:***

If no withholding election is affirmatively made, the default federal tax withholding will be 10%.

☐ Do not withhold ☐ Withhold 10% ☐ Withhold more than 10%: _______________

For Roth IRA Only: If Roth IRA, provide year of initial contribution to this or a previous Roth IRA contract _______________. If blank, the contribution year the MassMutual Roth IRA contract was established will be used for tax reporting purposes.

Disability Distribution ☐ Check box if you can claim this as a disability distribution. Other requirements needed. See section 8C.

6. Signatures

Surrenders may be subject to a contingent deferred sales charge/surrender charge.

If elected, I authorize MassMutual to deposit, via Electronic Fund Transfers, all payments to the bank account identified in section 4C. Payments made via Electronic fund Transfer 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 4C 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.

Owner's Social Security Number/Tax Identification Number __ __ __ __ __ __ __ __ __

Taxpayer Identification. By my signature, I, the Owner, certify under penalties of perjury that: (1) the number shown above is my correct Taxpayer Identification Number; (2) I am not subject to backup withholding; and (3) I am a U.S. person (including U.S. resident alien). *Strike out any of these statements if incorrect.*

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.

As Owner/Trustee/Administrator, I certify that the information shown on this form is correct and complete and that I accept liability for the accuracy of the information on this form.

Printed Name of Owner, Employer, Trustee or Plan Administrator	Signature of Owner, Employer, Trustee or Plan Administrator *(Must Sign in Capacity if Owner is Trustee, POA, Guardian)*	Date
Printed Name of Joint Owner (if applicable)	Signature of Joint Owner (if applicable)	Date
Printed Name of Irrevocable Beneficiary (if applicable)	Signature of Irrevocable Beneficiary (if applicable)	Date

7. Notary Stamp

A Notary stamp is required for the Owner and Joint Owner (if applicable) when proceeds are: (1) paid or sent to an allowable alternate payee *(Refer to Distribution Instructions in section 8B)*; (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. A Notary stamp is not required if the check is made payable to a financial institution that has provided a letter of acceptance.

On this _____________ day of _______________________, 20_____, before me, the undersigned Notary Public, personally appeared

____.

Name of Owner and Joint owner (if applicable)

Signature of Notary Public (Official stamp / seal required):

My commission expires:

MassMutual Contact Information *(We will only accept responsibility for forms that are submitted as indicated below)*

Service Center
(800) 272-2216

Fax (toll free)
(866) 329-4272

Mailing Address
MassMutual
PO Box 9067
Springfield MA 01102-9067

Email Address
ANNfax@massmutual.com

Overnight Address
MassMutual
1295 State Street
Springfield MA 01111-0001

Proceeds are generally sent the business day after processing via First Class Mail.

8. Disclosures and Instructions

A. Partial Withdrawal and Systematic Withdrawal Program *(Sections 2 & 3)*

- If a Systematic Withdrawal Program (SWP) is elected with MassMutual Lifetime Payment Plus[SM], the SWP program will be stopped if the withdrawals are in excess of the Guaranteed Lifetime Withdrawal Amount/Guaranteed Withdrawal Amount.
- Percent of Benefit Base: Only values 1%-5% are acceptable.
- If you are currently receiving IRC Section 72(t) or 72(q) substantially equal periodic payments, a partial withdrawal may be considered an impermissible modification and may subject all of your prior payments to the 10% penalty, plus interest. Consult your tax advisor before proceeding.

Example of an excess withdrawal after the Guaranteed Lifetime Withdrawal Date:
The client has purchased the GMWB and the current value of the benefit base is $125,000, the Guaranteed Lifetime Withdrawal Amount (GLWA) is $6,250 and the contract value is $105,000. The client withdraws $15,000.

The benefit base is reduced to the lesser of a) the contract value after the withdrawal or b) the benefit base minus the amount of the excess withdrawal. The excess withdrawal is $8,750 ($15,000 – $6,250.) The benefit base becomes the lesser of a) $90,000 ($105,000 - $15,000) or b) $116,250 ($125,000 – $8,750.)

In this instance the benefit base and the contract value after the $15,000 withdrawal are $90,000.

Withdrawals prior to the Guaranteed Lifetime Withdrawal Date impact the benefit base differently, see the prospectus for more information.

Withdrawal Options:

- Select one withdrawal option.
- Withdrawals are taken proportionally from your contract value in your selected investment choices.
- Minimum withdrawal amount is $100
- Remaining contract balance
  - Evolution: Must be at least $2,000.
  - Transitions Select: Must be at least $2,000.
- Withdrawals may be subject to a contingent deferred sales charge (CDSC).
- If you are currently receiving IRC Section 72(t) or 72(q) substantially equal periodic payments, a partial withdrawal may be considered an impermissible modification and may subject all of your prior payments to the 10% penalty, plus interest. Consult your tax advisor before proceeding.
- Excess IRA 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 attributable to the excess amount.
  - If your distribution includes an amount representing gain, it will generally be taxable to you in the year that the excess contribution was made.
  - If the excess contribution 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 above 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.

Systematic Withdrawals

- If no start date has been selected, we will automatically begin Systematic Withdrawals within ten (10) business days of receipt of this form for SWP EFT requests and five (5) business days for SWP check requests.
- Check to EFT: If you elect an EFT start date that is less than 10 business days from the receipt of this request in the Annuity Service Center, your first transmission will be a check to your address of record with regular electronic fund transfers to follow. Allow three (3) business days from the start date selected for your withdrawal to be posted in your bank account.
- Start Date: If no start date has been selected, we will automatically begin Systematic Withdrawals within ten (10) business days of receipt of this form for SWP EFT requests and five (5) business days for SWP check requests.
- Generally, changes to your program, including termination may be made at any time by contacting the Annuity Service Center at the address or toll-free number above.

- Your program will end:
    - If you withdraw your total contract value;
    - If we receive in good order a notification of the Owner's death;
    - If we process the last withdrawal you selected;
    - If you begin receiving annuity payments or if we receive a written or verbal request to terminate.
- Direct Deposit: Be aware your bank may charge a fee for this service.

Nursing Home Waiver

- Referred to as Nursing Home Benefit Waiver or Nursing Home Waiver of Contingent Deferred Sales Charge Rider for MassMutual Evolution, MassMutual Transitions Select, and MassMutual Transitions products.
- Referred to as Nursing Home and Hospital Waiver for Odyssey Select contracts.

Substantially Equal Periodic Payments

A partial withdrawal from a contract that has a substantially equal periodic payment stream running may be considered an impermissible modification and may subject all of your prior payments to the 10% penalty, plus interest. Consult your tax advisor before proceeding. Note: If you are taking your distribution as part of a series of substantially equal periodic payments under Section 72(t) described in section 3, your withdrawal will be made net of any applicable contingent deferred sales charges/surrender charges and gross of any tax.

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 scheduled 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.

Withdrawals equal to or less than the interest earned on your GMIB value in the current contract year (5% if MassMutual Guaranteed Income Plus 5 elected and 6% if MassMutual Guaranteed Income 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.

Other transactions, in addition to those listed above, may also be considered as modifying a series of payments.

Annuity Factor Method

- The annual payment for each year is determined by dividing the account balance by an annuity factor that is the present value of an annuity of $1 per year beginning at the taxpayer's age and continuing for the life of the taxpayer (or the joint lives of the individual and beneficiary).
- The annuity factor is derived using the IRS provided mortality table and using the chosen interest rate.
- Under this method, the account balance, the annuity factor, the chosen interest rate and the resulting annual payment are determined once for the first distribution year and the annual payment is the same amount in each succeeding year.

Amortization Method

- The annual payment for each year is determined by amortizing in level amounts the account balance over a specified number of years determined using the chosen life expectancy table and the chosen interest rate.
- Under this method, the account balance, the number from the chosen life expectancy table and the resulting annual payment are determined once for the first distribution year and the annual payment is the same amount in each succeeding year.

B. Distribution Instructions *(Section 4)*

Distributions may be paid in cash, rolled or transferred to a direct rollover or transfer vehicle. If all or a portion of the distribution is to be paid to a party other than the Owner, they must meet MassMutual's definition of an allowable alternate payee.

Allowable alternate payees:

- Annuitant *(Available for Governmental 457(b) Plans and Non-Qualified Deferred Compensation 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
- Charitable organization *(Available only for IRAs where the Owner is 70½ years of age or older. Taxpayer Identficiation Number of charity must also be provided at time of request.)*

If the definition of an allowable alternate payee is met, fill in the appropriate name in section 4B.

If all or a portion of the distribution is to be a direct rollover or trustee to trustee transfer, fill in the name of the receiving institution in section 4A. A signed letter of acceptance from the receiving company must be included for a direct rollover or trustee to trustee transfer.

For direct rollovers, transfers or 1035 exchanges, a signed letter of acceptance from the receiving company must 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 the funds are moving to,
- Mailing instructions,
- An authorized signature.

Special Notice Regarding Direct Rollover. A direct rollover is a direct payment of your distribution to a Traditional IRA or other eligible employer Plan that will accept it. If you choose a direct rollover or transfer, your distribution will not be taxed in the current year and no income tax will be withheld. The distribution will be made directly to your Traditional IRA, SEP IRA, Tax Sheltered Annuity, Qualified Employer Plan or, if you choose, to another Governmental 457(b) Plan that accepts your transfer. Your distribution will be taxed later when you take it out of the new or existing contract.

An eligible employer Plan is not legally required to accept a rollover. Before you decide to roll over your payment to another employer plan, you should find out whether the Plan accepts rollovers and, if so, the types of distributions it accepts as a rollover. You should also find out about any documents that are required to be completed before the receiving Plan will accept a rollover. Even if a Plan accepts rollovers, it might not accept rollovers of certain types of distributions. If this is the case, you may wish instead to roll your distribution over to a Traditional IRA or to split your rollover amount between the employer Plan in which you will participate and a Traditional IRA. If an employer Plan accepts your rollover, the Plan may restrict subsequent distributions of the rollover amount or may require your spouse's consent for any subsequent distribution. A subsequent distribution from the Plan that accepts your rollover may also be subject to different tax treatment than distributions from this Plan. Check with the administrator of the Plan that is to receive your rollover prior to making the rollover.

The following types of distributions cannot be rolled over:

- Distributions that are part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:
    - your lifetime (or a period measured by your life expectancy),
    - your lifetime and your beneficiary's lifetime (or a period measured by your joint life expectancies) or
    - a period of 10 years or more.
- Beginning when you reach age 70½ or retire, whichever is later, a certain portion of your distribution cannot be rolled over because it is a "required minimum distribution" that must be paid to you.
- Distributions on account of an unforeseeable emergency cannot be rolled over.

Distributions that are made because legal limits on certain contributions were exceeded cannot be rolled over.

Premature Distribution Penalty. Section 72(t) of the Code imposes a 10% penalty tax on the taxable portion of any distribution from qualified retirement Plans, including contracts issued and qualified under Code Sections 401 (Pension and Profit-Sharing Plans), 408 (Individual Retirement Annuities-IRAs), 403 (Tax Sheltered Annuity), and 408A (Roth IRAs). The penalty tax does not apply to distributions from a 457(b) Deferred Compensation Plan. However, amounts that are rolled over to a 457(b) Deferred Compensation Plan are required to be tracked separately in order for them to continue to be subject to the premature distributions penalty under IRC Section 72(t). Exceptions from the penalty tax are as follows:

- Distributions made on or after you reach age 59½,
- Distributions made after your death or disability (as defined in Code Section 72(m)(7)),
- After separation from service, distributions that are part of a series of substantially equal periodic payments made not less frequently than annually for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated beneficiary (in applying this exception to distributions from IRAs, a separation from service is not required),
- Distributions made after separation of service if you have reached age 55 (not applicable to distributions from IRAs),
- Distributions made to you up to the amount allowable as a deduction to you under Code Section 213 for amounts you paid during the taxable year for medical care,
- Distributions made on account of an IRS levy made on a qualified retirement Plan or IRA,
- Distributions made to an alternate payee pursuant to a qualified domestic relations order (not applicable to distributions from IRAs),
- Distributions from an IRA for the purchase of medical insurance (as described in Code Section 213(d)(1)(D)) for you and your spouse and dependents if you received unemployment compensation for at least 12 weeks and have not been re-employed for at least 60 days,
- Distributions from an IRA to the extent they do not exceed your qualified higher education expenses (as defined in Code Section 72(t)(7)) for the taxable year, and
- Distributions from an IRA, which are, qualified first-time homebuyer distributions (as defined in Code Section 72(t)(8)).

MassMutual does not track for all of the above exceptions and you may have to file for these exceptions on your own.

Section 72(q) of the Code imposes a similar 10% penalty tax on the taxable portion of any distribution from a non-qualified annuity. Exceptions from the penalty tax are as follows:

- Distributions made on or after you reach age 59½,
- Distributions made after your death or disability (as defined in Code Section 72(m)(7)),
- Distributions that are part of a series of substantially equal periodic payments made not less frequently than annually for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated beneficiary.

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.

C. Withholding Election *(Section 5)*

IRA and Non-Qualified Plan contracts. If this surrender is not a direct rollover, trustee to trustee transfer, or 1035 example the taxable portion of the surrender will be subject to 10% income tax withholding, unless you elect not to have withholding apply. You may revoke your withholding election at any time. Your election will remain in effect until revoked.

You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. Contact your tax advisor or local IRS office with any questions regarding withholding and estimated tax rules.

Qualified distributions from a Roth IRA are tax-free and are, therefore, not subject to withholding.

Aggregation. The Technical and Miscellaneous Reform Act of 1988 (TAMRA) commonly referred to as the “aggregation rule,” contains Internal Revenue Code Section 72(e)(11) which states that multiple non-qualified annuity contracts that are issued within the same calendar year to the same owner/and or co owner by the same company or its affiliates, should be aggregated and treated as one annuity contract for purposes of determining the tax consequences of any distribution. Such treatment may result in more rapid taxation on distributed amounts than if the contracts were treated separately.

Disability Distribution. MassMutual requires the owner/participant to provide documentation of proof of disability with the withdrawal request to enable a distribution to be coded on IRS Form 1099-R as being exempt from the premature distribution penalty. If valid documentation is not received with the withdrawal request, the distribution will be coded on IRS Form 1099-R as a premature or normal distribution as appropriate. Acceptable forms of documentation include a written physician’s statement certifying that the contract owner is disabled within the scope of IRC Section 72(m)(7) (valid for one year from date of letter) or a copy of the Social Security Administration documentation stating that the individual is disabled.

30 Day Notice. The Internal Revenue Code gives you a reasonable time (at least 30 days) to consider making a direct rollover of your eligible retirement Plan benefits to an eligible Qualified Employer Plan, a Traditional IRA, SEP IRA, Tax Sheltered Annuity, or Governmental 457(b) Plan rather than receiving an eligible rollover distribution subject to mandatory withholding. You may waive this right by signing Section 6 of the form without modification.

D. Signatures *(Section 6)*

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 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.

Additional Signature and Certification Information for Non-Qualified contracts. The Company has no liability or responsibility for the tax treatment of any surrender proceeds paid to another insurance company, whether intended to qualify as a 1035 exchange or for any other purpose. Not all exchanges qualify for tax-deferral under Section 1035 of the Internal Revenue Code. You should consult your own tax advisor.

MassMutual

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, 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.
Arizona, Illinois	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.
Arkansas, California, Maine, North Carolina, or Oregon	Be withheld if federal income tax is withheld, unless you opt out of state income tax withholding. However, even if federal income tax is not withheld, you may request that state income tax be withheld. In Arkansas and North Carolina, you may not opt-out of eligible rollover distributions.
Connecticut	Be withheld, unless you claim exemption on form CT-W4P.
Delaware, Iowa, Kansas, Massachusetts, Nebraska, Oklahoma, 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.
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), unless you opt-out of withholding. 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 W-4P.
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. State taxes will not be withheld on a lump sum distribution of a death benefit payable under an annuity contract, unless requested

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

Massachusetts Mutual Life Insurance Company (MassMutual), 1295 State Street, Springfield, MA 01111-0001 and its subsidiaries: C.M. Life Insurance Company and MML Bay State Life Insurance Company, 100 Bright Meadow Boulevard, Enfield, Connecticut 06082-1981.

State	If Withholding Applies For non-periodic (i.e non-annuitized) payments	For periodic (i.e. annuitized) payments
Alabama, Colorado, Hawaii, Idaho, Kentucky, Louisiana, Mississippi, North Dakota, Ohio, Pennsylvania, Rhode Island, Utah, West Virginia	Will be the amount requested	
Arizona	N/A	You may choose from the following rates: 0.8%, 1.3%, 1.8%, 2.7%, 3.6%, 4.2%, and 5.1%. You may also request additional withholding.
Arkansas	Must be at least 3% of the taxable amount Will be 5% on eligible rollover distributions	Will be calculated as if the payment were wages Will be 5% on eligible rollover distributions
California	Must be at least 10% of the federal withholding amount	
Connecticut	Must be at least 6.99% of the taxable amount, unless you claim exemption (may not claim exemption from lump sum distribution)	Will be calculated as if the payment were wages, unless you claim exemption
Delaware, Iowa	Must be at least 5% of the taxable amount	
District of Columbia	• Will be 8.95% on full surrenders of a qualified contract • Will be the amount requested for all other distributions	Will be the amount requested
Georgia	Must be at least as much as would be withheld if the payment were wages	Will be calculated as if the payment were wages
Illinois	N/A	Will be the amount requested
Indiana, Missouri, Montana, New Jersey, New Mexico	Must be at least $10	
Kansas, Maine, Nebraska, Oklahoma	Must be at least 5% of the taxable amount	Will be calculated as if the payment were wages. In Nebraska, except for eligible rollover distributions, must be at least 5% of the taxable amount.
Maryland	• Will be 7.75% of the taxable amount for eligible rollover distributions from qualified contracts. • Must be at least $5 for all other payments.	
Massachusetts	Must be at least 5.05% of the taxable amount	
Michigan	Must be at least 4.25% of the taxable amount	
Minnesota, South Carolina	Will be calculated as if the payment were wages	
New York, Wisconsin	Must be at least $5	
North Carolina, Virginia	Must be at least 4% of the taxable amount	Will be calculated as of the payment were wages
Oregon	Must be at least 8% of the taxable amount	Will be calculated as if the payment were wages
Utah	Will be the amount requested	Will be calculated as if the payment were wages
Vermont	Must be at least 30% of the federal withholding amount	Will be calculated as if the payment were wages