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- ## Completing Your Owner Change Form ::

Ownership Type	Signature Examples
Corporation	John Doe, Title <i>(Name and title must match as it appears on the Corporate Resolution (FR2057) provided to MassMutual.)</i>
Trust	John Doe, Trustee, ABC Trust dated 01/01/2020 <i>(Name of Trust must match as it appears on the Certification of Trust (F6734/F6734NY). All specified Trustees must sign.)</i>
Partnership, Limited Partnership, Limited Liability Company	John Doe, Partner. <i>(Name and title must match as it appears on the Certification (F7833) Acceptable titles may include: Partner, General Partner, Managing Partner, Alternate Director, Director, Manager, Managing Director, Managing Principal, Principal.)</i>
Estate Owned	John Doe, <Conservator, for the Estate of <deceased name>, deceased. <i>(A copy of the death certificate and a copy of the currently certified court appointment of Executor/Administrator must be submitted or on file.)</i>

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- a. Phone number: _____

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Documentation of the name change must be submitted with request. Acceptable documentation includes: certified copy of divorce decree, marriage certificate and court order. If the change is due to inaccurate information provided on the application, a copy of Government issued identification is acceptable. If the change is a life event, your beneficiary may also need to be changed.

1. Name being changed (Select one):

- ☐ Owner
 ☐ Joint Owner
- ☐ Annuitant
 ☐ Joint Annuitant (*MassMutual EnvisionSM, MassMutual Odyssey SelectSM & MassMutual Stable VoyageSM only*)
- ☐ Beneficiary

2. Current full legal name (First, MI, Last, Suffix): _____

3. New full legal name (First, MI, Last, Suffix): _____

4. Reason for change (Select one):

- ☐ Marriage/Divorce **(Attach marriage certificate or divorce decree)**
- ☐ Court order **(Attach court order)**
- ☐ Correction **(Attach copy of government-issued identification)**
- ☐ Other (Specify): _____

D Ownership Change ::

Ownership changes may create a taxable event. See section J - Disclosures for information.

- For MassMutual Envision contracts with MassMutual RetirePaySM in effect: (1) Changes to the Owner may terminate RetirePay; and (2) Changes to the Owner will not result in a change of the Covered Person.
- As a result of an ownership change, the new Owner may have the right to update the Annuitant and Beneficiary. If section F - Annuitant Change and section E - Beneficiary Change are not updated, the existing Annuitant and Beneficiary information will remain unless the new owner is a non-natural entity or ownership is being changed from a qualified plan.
- The beneficiary must be updated when changing ownership from a Qualified plan to the participant or when changing ownership on a trust-owned contract. If the Owner is a non-natural person other than a Trust, the Owner will be the beneficiary.
- For MassMutual RetireEaseSM, MassMutual RetireEase SelectSM, RetireEase ChoiceSM and SPIA Contracts, you may submit the Income Payment form to update the Payee and tax withholding information for the Scheduled Periodic Payments. If the form is not submitted the existing Payee and tax withholding information will remain the same.
- Any existing automatic programs on the contract will remain unchanged unless otherwise requested. Contact our Service Center for more information.

1. Type of ownership change (Select all that apply):

- ☐ New individual Owner *(Complete question 2 if the current owner is a trust)*
- ☐ Change owner from a qualified plan to the Participant as owner of a *(Only applies to a contract owned by a qualified plan.) (Select one):*
- ☐ IRA *(Beneficiary change required)*
- ☐ Roth IRA *(Beneficiary change required)*
- ☐ Nontransferable former Qualified Plan annuity *(default)*
- ☐ Add new Joint Owner
- ☐ Remove the following Joint Owner: _____
- ☐ Corporation as new Owner *(Corporate Resolution, Certification of Corporate Resolution or Articles of Incorporation must be submitted. For Variable products where MMLIS is the Broker Dealer of record, the Associated Person's Information form (FR3025) is also required.)*
- ☐ Partnership, Limited Liability Company (LLC) or Limited Partnership as new Owner *(Form F7833 - Certification of Partnership is required. For Variable products where MMLIS is the Broker Dealer of record, the Associated Person's Information form (FR3025) is also required.)*
- ☐ Trust as new Owner *(Complete question 2. Form F6734- Certification of Trust Agreement is required. For Variable products where MMLIS is the Broker Dealer of record, the Associated Person's Information form (FR3025) is also required.) **This change may be subject to income tax.** Complete question 2 and see section J - Disclosures for information.*

D Ownership Change *continued*

2. Ownership changes involving a Trust (Select one):

- ☐ Ownership change does not meet the criteria indicated in section J - Disclosures Ownership changes involving Trusts. Any gain in the contract will be reported to the IRS as taxable (Default)
- ☐ Ownership change meets the criteria indicated in section J - Disclosures and will be treated as a non-taxable change of ownership

New Ownership Information (Select type) ☐ Owner ☐ Joint Owner

3. Full legal name (If individual: First, MI, Last, Suffix): _____

4. Gender (Select one): ☐ Male ☐ Female

5. Date of birth/Trust (mm/dd/yyyy): _____

6. Taxpayer Identification Number (SSN / ITIN / EIN): _____

7. Legal address. Do not use PO Box (Street, Apt. or Suite #, City & State or Country, ZIP/Postal Code):

8. Mailing address. **Complete only if different from question 7** (PO Box or Street, Apt. or Suite #, City & State or Country, ZIP/Postal Code):

9. Phone number: _____ Extension: _____ ☐ Home ☐ Work ☐ Mobile

10. Email address: _____

11. Type of citizenship (Select one):

- ☐ Resident U.S. citizen ☐ Non-resident U.S. citizen ☐ Resident alien ☐ Non-resident alien ☐ U.S. Legal Entity

If U.S. citizen, skip 11a and 11b. If alien, continue to question 11a and attach copy of visa.

a. Country of citizenship: _____ b. Type of visa: _____

12. Relationship to Owner (If applicable): _____

13. Cost Basis (Provide when ownership of a non-qualified contract is transferred from a business entity): \$ _____

E Beneficiary Change:.....

- Unless otherwise indicated, all named beneficiaries will be considered primary beneficiaries. Refer to your Contract for more information.
- In the event of death of a Joint Contract Owner/Participant (MassMutual Equity EdgeSM, MassMutual EvolutionSM, MassMutual Odyssey[®], MassMutual Odyssey PlusSM, MassMutual Odyssey SelectSM, MassMutual Stable VoyageSM, MassMutual Transitions[®], MassMutual Transitions SelectSM, MassMutual RetireEaseSM, MassMutual RetireEaseChoiceSM, Panorama Passage[®], and Panorama Premier only), the surviving Joint Contract Owner, if any, will be treated as the primary beneficiary and any other beneficiaries will be treated as contingent.
- For MassMutual Envision contracts with RetirePay in effect, the Joint Covered Person will be considered the primary beneficiary and any other beneficiary designation will be treated as a contingent beneficiary. However, the beneficiary may be changed if the Joint Covered Person is no longer the spouse, domestic partner, or civil union partner of the owner. Such a change will result in the Annual Lifetime Benefit Amount (ALBA) being available only for the lifetime of the owner, but the ALBA will continue to be calculated using the joint life rates in effect on the issue date. If you are changing a beneficiary in connection with a divorce, provide a copy of the divorce decree or contact the Service Center.
- For Non-Qualified Deferred Compensation Plan and Qualified Plan owned contracts, the plan must be designated as primary beneficiary.
- Notary stamp is required in section H when there is a change to the irrevocable beneficiary.
- Spousal consent is required in section H if changing a beneficiary on a qualified contract subject to ERISA to a person other than a spouse (if married).
- Issue per stirpes is only applicable if the beneficiary is a natural person.
- Restricted Beneficiary Designation is for use with non-qualified and IRA contracts only. See section J for additional information and available products.

E Beneficiary Change *continued*

1a. Beneficiary (Select one): ☐ Primary ☐ Contingent

Type (Select one): ☐ Named Individual(s) ☐ Trust ☐ Trust under Will ☐ Estate of the Insured ☐ Other Entity

Full legal name: _____

Mailing address: _____

Phone number: _____ Extension: _____ ☐ Home ☐ Work ☐ Mobile

Date of birth/Trust (mm/dd/yyyy): _____ Gender (Select one): ☐ Male ☐ Female

Taxpayer Identification Number (SSN / ITIN / EIN): _____

Relationship to Owner: _____ Distribution: _____ %

Issue per stirpes? ☐ Yes ☐ No (Default) Irrevocable Beneficiary: ☐ Yes ☐ No (Default)

UTMA/UGMA Custodian (This is not applicable if Issue per stirpes is selected above): During the named child's minority, (Name of adult to act as custodian): _____ shall be custodial for said child under the Uniform Gifts/Transfers to Minor Act of (State where either the owner, custodian or child lives): _____

Restricted Beneficiary Designation: ☐ Yes ☐ No (Default, skip restriction elections below)

Settlement Option (Select one):

☐ Period Certain: _____ (Specify number of years 10-30)

☐ Single Life with Period Certain: _____ (Specify number of years 10 or 20)

☐ Single Life

Payment Frequency (Select one): ☐ Monthly (Default) ☐ Quarterly ☐ Semi-Annually ☐ Annually

Beneficiary Restriction Information:

☐ **Full Restriction.** I direct that the total death benefit payable to this beneficiary be applied as the settlement option elected above. (Default)

☐ **Partial Restriction.** I direct that no more than _____ % may, at the election of the beneficiary, be paid in a lump sum and the remainder be applied as the settlement option elected above.

1b. Beneficiary (Select one): ☐ Primary ☐ Contingent

Type (Select one): ☐ Named Individual(s) ☐ Trust ☐ Trust under Will ☐ Estate of the Insured ☐ Other Entity

Full legal name: _____

Mailing address: _____

Phone number: _____ Extension: _____ ☐ Home ☐ Work ☐ Mobile

Date of birth/Trust (mm/dd/yyyy): _____ Gender (Select one): ☐ Male ☐ Female

Taxpayer Identification Number (SSN / ITIN / EIN): _____

Relationship to Owner: _____ Distribution: _____ %

Issue per stirpes? ☐ Yes ☐ No (Default) Irrevocable Beneficiary: ☐ Yes ☐ No (Default)

UTMA/UGMA Custodian (This is not applicable if Issue per stirpes is selected above): During the named child's minority, (Name of adult to act as custodian): _____ shall be custodial for said child under the Uniform Gifts/Transfers to Minor Act of (State where either the owner, custodian or child lives): _____

Restricted Beneficiary Designation: ☐ Yes ☐ No (Default, skip restriction elections below)

Settlement Option (Select one):

☐ Period Certain: _____ (Specify number of years 10-30)

☐ Single Life with Period Certain: _____ (Specify number of years 10 or 20)

☐ Single Life

Payment Frequency (Select one): ☐ Monthly (Default) ☐ Quarterly ☐ Semi-Annually ☐ Annually

Beneficiary Restriction Information:

☐ **Full Restriction.** I direct that the total death benefit payable to this beneficiary be applied as the settlement option elected above. (Default)

☐ **Partial Restriction.** I direct that no more than _____ % may, at the election of the beneficiary, be paid in a lump sum and the remainder be applied as the settlement option elected above.

E Beneficiary Change *continued*

1c. Beneficiary (Select one): ☐ Primary ☐ Contingent

Type (Select one): ☐ Named Individual(s) ☐ Trust ☐ Trust under Will ☐ Estate of the Insured ☐ Other Entity

Full legal name: _____

Mailing address: _____

Phone number: _____ Extension: _____ ☐ Home ☐ Work ☐ Mobile

Date of birth/Trust (mm/dd/yyyy): _____ Gender (Select one): ☐ Male ☐ Female

Taxpayer Identification Number (SSN / ITIN / EIN): _____

Relationship to Owner: _____ Distribution: _____%

Issue per stirpes? ☐ Yes ☐ No (Default) Irrevocable Beneficiary: ☐ Yes ☐ No (Default)

UTMA/UGMA Custodian (This is not applicable if Issue per stirpes is selected above): During the named child's minority, (Name of adult to act as custodian): _____ shall be custodial for said child under the Uniform Gifts/Transfers to Minor Act of (State where either the owner, custodian or child lives): _____

Restricted Beneficiary Designation: ☐ Yes ☐ No (Default, skip restriction elections below)

Settlement Option (Select one):

☐ Period Certain: _____ (Specify number of years 10-30)

☐ Single Life with Period Certain: _____ (Specify number of years 10 or 20)

☐ Single Life

Payment Frequency (Select one): ☐ Monthly (Default) ☐ Quarterly ☐ Semi-Annually ☐ Annually

Beneficiary Restriction Information:

☐ **Full Restriction.** I direct that the total death benefit payable to this beneficiary be applied as the settlement option elected above. (Default)

☐ **Partial Restriction.** I direct that no more than _____% may, at the election of the beneficiary, be paid in a lump sum and the remainder be applied as the settlement option elected above.

1d. Beneficiary (Select one): ☐ Primary ☐ Contingent

Type (Select one): ☐ Named Individual(s) ☐ Trust ☐ Trust under Will ☐ Estate of the Insured ☐ Other Entity

Full legal name: _____

Mailing address: _____

Phone number: _____ Extension: _____ ☐ Home ☐ Work ☐ Mobile

Date of birth/Trust (mm/dd/yyyy): _____ Gender (Select one): ☐ Male ☐ Female

Taxpayer Identification Number (SSN / ITIN / EIN): _____

Relationship to Owner: _____ Distribution: _____%

Issue per stirpes? ☐ Yes ☐ No (Default) Irrevocable Beneficiary: ☐ Yes ☐ No (Default)

UTMA/UGMA Custodian (This is not applicable if Issue per stirpes is selected above): During the named child's minority, (Name of adult to act as custodian): _____ shall be custodial for said child under the Uniform Gifts/Transfers to Minor Act of (State where either the owner, custodian or child lives): _____

Restricted Beneficiary Designation: ☐ Yes ☐ No (Default, skip restriction elections below)

Settlement Option (Select one):

☐ Period Certain: _____ (Specify number of years 10-30)

☐ Single Life with Period Certain: _____ (Specify number of years 10 or 20)

☐ Single Life

Payment Frequency (Select one): ☐ Monthly (Default) ☐ Quarterly ☐ Semi-Annually ☐ Annually

Beneficiary Restriction Information:

☐ **Full Restriction.** I direct that the total death benefit payable to this beneficiary be applied as the settlement option elected above. (Default)

☐ **Partial Restriction.** I direct that no more than _____% may, at the election of the beneficiary, be paid in a lump sum and the remainder be applied as the settlement option elected above.

F Annuitant Change ::

Annuitant changes are not allowed on:

- MassMutual Envision contracts with RetirePay in effect (Except if an annuity option other than an Installment Refund provided by Retire-Pay is elected at the Annuity Date.)
- Individually owned qualified contracts
 - Contracts owned by a non-natural person
 - Contracts that are receiving annuity payments
1. Type of Annuitant change (Select one): ☐ Annuitant ☐ Joint Annuitant (Joint Annuitant allowed with Odyssey Select & Stable Voyage only)
2. Full legal name (First, MI, Last, Suffix): _____
3. Gender (Select one): ☐ Male ☐ Female
4. Date of birth (mm/dd/yyyy): _____
5. Taxpayer Identification Number (SSN / ITIN / EIN): _____
6. Legal address. Do not use PO Box (Street, Apt. or Suite #, City & State or Country, ZIP/Postal Code):

7. Mailing address. Complete only if different from question 6 (PO Box or Street, Apt. or Suite #, City & State or Country, ZIP/Postal Code):

8. Phone number: _____ Extension: _____ ☐ Home ☐ Work ☐ Mobile
9. Email Address: _____
10. Relationship to Owner: _____

G Premium Payor Change ::

The premium payor is the individual or entity that makes premium payments (contributions) to the annuity contract.

New Premium Payor Information:

1. Name (If individual: First, MI, Last, Suffix): _____
2. Taxpayer Identification Number (SSN / ITIN / EIN): _____
3. Address (PO Box or Street, Apt. or Suite #, City & State or Country, ZIP/Postal Code): _____

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.*

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.

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

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

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

Current Owner Signature(s)

Signature of Current Joint Owner: _____

Printed name: _____ Date: _____

Title (If applicable): _____

New Owner Signature(s) *(If applicable)*

Signature of New Joint Owner: _____

Printed name: _____ Date: _____

Title (If applicable): _____

Annuitant (If applicable)



H Agreements & Signatures *continued*

Assignee (Required for Ownership Changes when the Contract is assigned)

Signature of Assignee: _____

Printed name: _____ Date: _____

Title (If applicable): _____

Printed name of Corporation/Partnership/Trust (If applicable): _____

Signature of Additional Assignee (If applicable): _____

Printed name: _____ Date: _____

Title (If applicable): _____

Printed name of Corporation/Partnership/Trust (If applicable): _____

Irrevocable Beneficiary Signature & Notary Stamp/Seal (If applicable)

Complete this section for the Irrevocable Beneficiary if there is an Irrevocable Beneficiary change. Notary services are offered at most banks and credit unions.

Signature of Irrevocable Beneficiary being removed: _____

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

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

I, the above named Owner/Participant, certify that I am: ☐ Married ☐ Single ☐ Divorced/Separated ☐ Unable to locate spouse

I, the Owner/Participant's spouse, hereby consent to the Owner/Participant's election to make the requested change from a 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 contract 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



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For more information or general questions, use the resources below or for additional information regarding your contract, visit www.MassMutual.com. Once you have reviewed and completed the Annuity Contract Change Request, return pages 1 - 7 for processing. We will only accept responsibility for forms that are sent using the information below.

Phone: 1-800-272-2216 Monday through Friday 8 a.m. – 8 p.m. Eastern Time	Mail: MassMutual PO Box 9067 Springfield, MA 01102-9067	Overnight Mail: MassMutual 1295 State Street Springfield, MA 01111-0001	Email: ANNfax@MassMutual.com Fax: Attention: Annuity Hub 1-866-329-4272 <i>Retain this original and the fax machine confirmation statement for your files.</i>
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J Disclosures

Customer Identification To help the government fight the funding of terrorism and money laundering activities, the Federal law requires all financial institutions to obtain, verify and record information about our customers. This form asks for your name, address, date of birth and other information that will allow us to identify you. Similarly, this form also asks for identifying information and/or documents for ownership changes on behalf of an entity, rather than an individual (e.g. trusts, corporations). If you cannot provide the information or documentation we require, we may be unable to process this ownership change.

Owner Change. In certain states, an ownership change is subject to the Company's underwriting rules.

- Ownership changes may result in a taxable transaction. You should consult with your tax advisor prior to making this change.
- The Plan is responsible for tax reporting when changing ownership from a Qualified plan.
- When changing ownership from a Corporate-owned Non-Qualified contract, the Corporation is responsible for tax reporting.
- When changing ownership from a Corporate-owned Non-Qualified contract, provide cost basis information that should be applied to the individual's contract. If this information is not provided, all future distributions from the contract will be reported as "taxable amount not determined."
- Ownership changes may not be permitted on certain tax qualified contracts.
- Parties to a civil union or domestic partnership recognized under state law are not recognized as spouses under federal tax law. Adverse tax consequences may apply to transactions between such parties.
- A conversion into a Roth IRA will subject the Fair Market Value (FMV) of the contract being converted to income tax. Generally, the FMV is equal to the cash value (without surrender charges) of the contract. If the contract has an additional benefit, such as death benefit or guaranteed withdrawal benefit, the FMV of the contract may be significantly greater than the cash value.

Ownership Changes Involving Trusts. If you indicated in Section D question 2 that an ownership change involving a trust is a non-taxable ownership change, you are certifying to the following:

- **Change from Trust Owned to Individually Owned Contract:** The new Owner named is considered the beneficial owner of the assets of the trust. The change of ownership between the trust and the new

owner is not a taxable change of ownership under Internal Revenue Code Section 72(e).

- Change from Individually Owned to Trust Owned Contract: The change of ownership between the individual and the new trust is not a taxable change of ownership under Internal Revenue Code Section 72(e).
- Change from Trust Owned to a new Trust Owned Contract: The current trustee is requesting that ownership of this contract be transferred to the new trust named in section D. The trustee is considered the owner of the assets of both trusts for purpose of Internal Revenue Code Sections 671-679 or the beneficial owner of the assets of both trusts is the same individual(s).

Joint Ownership. Joint ownership is only allowed on non-qualified contracts.

Joint ownership is available on LifeTrust, MassMutual Equity EdgeSM, MassMutual EvolutionSM, MassMutual Odyssey[®], MassMutual Odyssey PlusSM, MassMutual Odyssey SelectSM, MassMutual RetireEaseSM, MassMutual RetireEase SelectSM, MassMutual RetireEase ChoiceSM, MassMutual Stable VoyageSM, MassMutual Transitions[®], MassMutual Transitions SelectSM, Panorama Passage[®], and Panorama Premier contracts.

MassMutual Odyssey, Panorama Passage, and Panorama Premier only allow joint ownership between spouses, except in certain states.

MassMutual Envision contracts with RetirePay in effect. Changes to the Contract Owner(s) will terminate your benefit except:

- If the new Owner assumes full ownership of the Contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to a court appointed guardian representing the Owner during the Owner's lifetime, etc.).
- If the assignment is for an exchange under Section 1035 of the Code (i.e. the rider may continue during the temporary assignment period and not terminate until the Contract is actually surrendered).
- If the Contract is transferred to a spouse (or domestic partner or civil union partner for non-qualified contracts) and the new Owner was a Covered Person as of the RetirePay issue date.
- If the Contract is transferred to a spouse (or domestic partner or civil union partner for non-qualified Contracts) or to a former spouse in connection with a divorce and the new Owner was a Covered Person as of the RetirePay Issue Date.

New Contract Owner. The new owner may request a copy of the Annuity contract. The Beneficiary must be updated when ownership is changed on a Trust owned contract or when ownership is changed from a Qualified Plan to the participant. Any existing automatic programs on the contract will remain unchanged unless otherwise requested.

Beneficiary Change. If there are any discrepancies between this form and the contract, the contract will prevail.

If there are multiple beneficiaries, only the age of the oldest can be used for purposes of determining payment amounts, unless separate accounts have been established in accordance with the Treasury Regulations Section 1.401(a)(9) and other guidance published by the IRS.

Trust under Will. The then acting Trustee of the Trust under the Insured's Will that is probated. If no Will of the insured is probated or if there is no trust in effect under the Will that is probated, proceeds will be paid to the Contingent Beneficiary, if living, otherwise to the owner or the estate of the owner.

Issue Per Stirpes. This means that if a Beneficiary dies before the Owner, any amount that would have been paid to that Beneficiary, will be paid in one sum and in equal shares to the surviving children of that Beneficiary, if any, before any other Contingent Beneficiary.

For selected Entities (e.g. trusts, corporations), it includes the successors or assigns of the Designated Entity.

UTMA/UGMA. The Law of the named state which applies to a transfer of property to a minor whether it be entitled Uniform Transfers to Minors Act or Uniform Gifts to Minors Act. Custodial arrangements are not available in the state of Vermont and Puerto Rico.

Irrevocable Beneficiary. An irrevocable beneficiary is one whose consent is required before a contract owner can change the beneficiary and/or exercise contract rights. For all annuity contracts, consent from the irrevocable beneficiary is required to make changes to the beneficiary arrangement. For some contracts (Foundation, Flex IV, Flex Extra, SPIA, and LifeTrust), the irrevocable beneficiary's consent is required before a contract owner can exercise contract rights.

Restricted Beneficiaries. A restricted payout plan allows you to designate and restrict the form of death benefit payment to be made to your beneficiaries in the event of your death before the Annuity Date. Beneficiary designation with restricted payout may be made on the following products:

- MassMutual EnvisionSM
- MassMutual EvolutionSM
- MassMutual Equity EdgeSM
- MassMutual Odyssey SelectSM
- MassMutual Stable VoyageSM
- MassMutual Odyssey PlusSM
- MassMutual RetireEaseSM
- MassMutual RetireEase SelectSM
- MassMutual Transitions SelectSM

Beneficiaries may not change the payout instructions as designated by the owner unless it is necessary to comply with Internal Revenue Code (IRC) requirements. This means that in certain circumstances beneficiaries may be able to elect a different settlement option than the one elected on this form.

If you have purchased a Non-Qualified contract: Section 72(s) of the IRC requires that, at the death of any holder, annuity payments to a non-spouse Beneficiary must begin within twelve months of the date of death or the entire death benefit must be distributed within five years of the date of death.

If you have purchased a Qualified contract: Section 401(a)(9) of the IRC requires that, at the death of the participant, annuity payments to a non-spouse beneficiary must begin by December 31 of the year following the year of death or the entire death benefit must be distributed by December 31 of the year containing the fifth anniversary of the date of death (other rules may apply depending on whether the participant has reached his or her required beginning date). If the settlement option chosen does not satisfy Section 401(a)(9) at the time of the participant's death, we reserve the right to amend the settlement option so that it will comply with the required minimum distribution rules.

For an IRA, placing any restrictions on your surviving spouse may have the unintended and adverse impact on your spouse's ability to treat the account as his/her own IRA. Please consult your tax, estate, or financial advisor.

Annuitant Change. In certain states, an annuitant change is subject to the Company's underwriting rules at the time of change. The annuitant cannot be changed on a contract owned by a non-natural person or on most tax-qualified plans.

Annuitant changes are allowed on MassMutual Envision (*without RetirePay*), MassMutual Evolution, MassMutual Odyssey, MassMutual Odyssey Plus, MassMutual Odyssey Select, MassMutual Stable Voyage, MassMutual Transitions, MassMutual Transitions Select, Panorama Passage, and Panorama Premier contracts only. For MassMutual Envision contracts with RetirePay in effect, if you reach your Annuity Date and choose an Annuity Option other than an Installment Refund Option provided by RetirePay, then you may change the Annuitant(s).

General Provisions

- The Company is only responsible to perform according to the terms of the contract, and is not responsible for carrying out the terms of any trust or any trust agreement outside of this policy.
- If no custodian is designated, any money payable to a minor will be paid to the court appointed guardian of the estate of the minor. Only the legal guardian of the minor can exercise any rights given to a minor.
- If a revocable trust is the owner, and the trust is not in effect at the death of the Insured, the proceeds shall be paid to the designated grantor(s) equally, otherwise to the estate of whichever said grantors is the last to die.
- If there is no living or existing beneficiary, the proceeds will be paid to the owner or the owner's estate.
- If Distribution Amounts/Percentages are designated, and a beneficiary predeceases the Owner, no longer exists or is no longer entitled to payment, that amount/percentage will be distributed to the surviving beneficiaries in that class as per the ratio designated (excluding per stirpes designations).