

Use this Application to request a contract loan on a Tax Sheltered Annuity (TSA) for Artistry or Flex Extra products. Complete, review and return the form to MassMutual. Be sure to read the Loan Agreement section beginning on page 7 and retain it for your records. 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. If you need additional information, contact your personal financial representative, tax advisor, or the MassMutual Customer Service Center at 1-800-272-2216 (Monday through Friday, 8am–8pm Eastern Time).

A Contract Information ::

- 1. Contract/certificate number: _____
- 2. Owner full legal name (First, MI, Last, Suffix): _____
- 3. Phone number(s) (List in order of preferred contact method):
 - a. Phone number 1: _____ Extension: _____ Home Cell Work
 - b. Phone number 2: _____ Extension: _____ Home Cell Work
- 4. Email address: _____

B Loan Information ::

See Loan Agreement section beginning on page 6 for specific loan amount and duration restrictions. Checks will be made payable only to the Contract Owner/Participant and will not be issued or mailed to a third party. If the loan amount specified is more than the amount available, the loan will be processed for the maximum amount available. If the loan type is not specified, it will be considered a general loan. If the duration is not specified, loan repayments will be calculated using the maximum duration for the type of loan.

- 1. Loan amount (Select one): Maximum amount Specified amount: \$ _____
 - a. Check this box to certify that you are a qualified individual requesting a loan subject to increased limits under IRC section 72(p)(6) due to a qualified disaster. (See Maximum Loan Amount section of Loan Agreement on page 7.)
- 2. Type (Select one): General loan Residential loan (Use for purchase of principal residence)
- 3. Duration (For General, 1 to 5 years; for Residential Flex, 6 to 10 years; for Residential Artistry, 6 to 15 years): _____ years

C Bank Information ::

To help protect our customers' assets, MassMutual will independently validate bank and customer account information before processing an EFT/Direct Deposit. If we are unable to independently validate the bank and customer account information or sufficient documentation to support the EFT/Direct Deposit 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. Complete if you would like to receive payments through Electronic Fund Transfer (EFT).

Bank Account Type (Select one): Checking Savings

Attach voided check here. Deposit slips will not be accepted. If a check is not available see requirements in section E—Agreements & Signatures. The name displayed on the voided check must match the Contract Owner/Participant in order to electronically transfer the payments to the account.

D Fund Elections ::

The loan will be taken proportionally from the Contract's current investment elections, unless otherwise indicated below. Refer to section H —Fund Information for the available fund names and numbers.

Fund Name	Fund Number	Percentage
Ensure the total percentage equals 100.		100%

E Agreements & Signatures ::

Review and sign. A signature is required to process your request.

If indicated in section C—Bank Information, I authorize MassMutual to deposit, by Electronic Fund Transfer (EFT), income payments payable under the contract to the designated bank account. Payments made under this authorization will fully satisfy MassMutual's obligation to make payment to me. I also authorize MassMutual to debit the designated bank account to recover any overpayments made to me.

EFT Terms & Conditions:

1. 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.
2. A voided check or a Specification (“Spec”) Sheet/Letter of Instruction from the banking institution must be included with this form.
3. The name displayed on the voided check or Specification (“Spec”) Sheet/Letter of Instruction from the banking institution must match the name of the Contract Owner/Participant on the contract.
4. Starter checks will not be accepted unless accompanied by a Specification (“Spec”) Sheet/Letter of Instruction from the banking institution.
5. Deposit slips will not be accepted.
6. EFT is only available for United States-based banks or participating credit unions. No foreign banking institutions are allowed.

E Agreements & Signatures *continued*

This Application and Agreement ("Agreement") for Contract Loan is between the TSA Owner/Participant identified in section A — Contract Information and Massachusetts Mutual Life Insurance Company (for all Flex Contracts and Artistry Contracts issued in New York) or C. M. Life Insurance Company (for all Artistry Contracts issued outside of New York). Massachusetts Mutual Life Insurance Company and C. M. Life Insurance Company are referred to herein as MassMutual. All loans are subject to the provisions of the Contract and the terms and conditions of this Agreement; however, any differences existing between the Agreement and the Contract will be controlled by the terms of the Contract. Due to the ramifications of a loan default, foreclosure and the potential adverse tax consequences of default, as well as the impact of a loan on amounts available for a hardship distribution, MassMutual urges you to carefully evaluate your repayment ability prior to entering into this loan. Irrespective of specific plan provisions, no loans will be permitted on Flex Contracts issued under an ERISA Plan. Additionally, loans are not available in all states.

The undersigned hereby requests that the above-referenced Contract, if not already amended to permit loans, be amended to permit loans and does hereby assign MassMutual to all rights, title and interest in the Contract. This assignment is made in consideration of the loan requested and is intended to permit the values of the Contract to be used as collateral for the Contract debt. This loan is to be made under the provisions of the contract, and the terms and conditions of the Agreement.

I have read, understand and agree to the terms and conditions of the requested loan as set forth in the Agreement. I further understand that MassMutual will issue a 1099-R showing the remaining loan balance as taxable in the event I do not make my required loan repayments in accordance with the requirements of IRC Section 72(p).

I, the individual Owner identified in section A –Contract Information, certify that I am:

- Single/Widowed
- Married
- Married, unable to locate spouse
- Divorced/Legally separated

▶ Signature of Owner: _____
Printed name: _____ Date: _____

▶ Signature of Irrevocable Beneficiary (If applicable): _____
Printed name: _____ Date: _____

Spousal consent (Required for ERISA Plans when married)

I, the Owner's spouse, hereby consent to the Owner's election to receive a distribution from the TSA 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: _____

F Notary Public Stamp ::

A Notary Public stamp **is not** required if the check is made payable to a financial institution that has provided a letter of acceptance.
A Notary Public stamp **is** required for the Owner and Owner's spouse (if applicable) when the loan is taken from an ERISA Plan (spousal consent is required.) *A Notary Public stamp can be obtained from most banks and credit unions. Faxes will be accepted if a Notary signature is present.*

Subscribed and sworn to before me this _____ day of _____ Affix
stamp/seal

▶ Signature of Notary Public: _____
My commission expires: _____

G Plan Administrator Certification

Must be completed unless Plan is considered fully grandfathered under TSA regulations.

1. Plan type (Select one):

- ERISA TSA
- Governmental or Church Non-ERISA
- Non-ERISA Safe-Harbor and Special Agreement Cases. MassMutual will calculate the maximum loan amount, review and approve the loan request.

For Non-ERISA Safe-Harbor Plans and Special Agreement Cases, continue to question 2. All others skip to Signature sub-section.

2. Does the Participant have an additional contract under Plan? Yes No

If Yes, continue to question 2a. If No, skip to the Signature sub-section.

a. Does the Participant currently have any outstanding loans taken under the Plan? Yes No

b. Has the Participant had any Plan loans in the past 12 months? Yes No

If Yes, continue to question 2b-i. If No, skip to question 2c.

i. Current outstanding balance: \$ _____

ii. Highest total outstanding loan balance in the last 12 months: \$ _____

iii. Current value of other 403(b) Plan assets: \$ _____

c. Has the Participant ever defaulted on a Plan loan causing a deemed distribution? If Yes, no loan is available. Yes No

3. Plan name: _____

4. Plan Administrator's full legal name (First, MI, Last, Suffix): _____

If Plan Contact is different than the Plan Administrator, complete question 4a, otherwise skip to question 4b.

a. Plan Contact's full legal name (First, MI, Last, Suffix): _____

b. Phone number(s) (List in order of preferred contact method):

i. Phone number 1: (_____) _____ - _____ Extension: _____ Home Cell Work

ii. Phone number 2: (_____) _____ - _____ Extension: _____ Home Cell Work

c. Email address (jdoe@xyz.com): _____

Signature

For ERISA and Governmental or Church Non-ERISA Plans. By signing below, the Plan Administrator certifies that s/he has reviewed and approved the loan request, confirms that the loan request is in good order and requests MassMutual to process the loan. The requested loan amount does not exceed the number or amount of loans available under the Plan, and the Owner/Participant has no defaulted loans under the Plan. The Plan Administrator will retain any supporting documentation.

For Non-ERISA Safe-Harbor and Special Agreement Cases. By signing below, the Plan Administrator certifies that, to the best of his/her knowledge, all information included in this request is true and accurate and is consistent with the terms and conditions, and will follow the form and substance of the Employer's 403(b) Plan including, but not exceeding the maximum number of loans available, as provided by the Plan.

Signature of Plan Administrator: _____
Printed name: _____ Date: _____

H Fund Information ::

Fund Name	MassMutual Artistry	Flex Extra
Fidelity® VIP Contrafund®	432	
Guaranteed Principal Account		805
Invesco V.I. Diversified Dividend	472	
Invesco V.I. Health Care	474	
Invesco V.I. Technology	476	
MML Aggressive Allocation	415	
MML American Funds Core Allocation	491	
MML American Funds® Growth	498	
MML Balanced Allocation	409	
MML Blend	424	503
MML Blue Chip Growth	490	
MML Conservative Allocation	407	
MML Equity	422	500
MML Equity Income	488	
MML Equity Index	426	
MML Focused Equity	433	
MML Foreign	448	
MML Fundamental Equity	431	
MML Global	444	
MML Growth Allocation	413	
MML Sustainable Equity	482	
MML Income & Growth	434	
MML Inflation-Protected and Income	486	
MML International Equity	475	
MML Large Cap Growth	452	
MML Managed Bond	430	502
MML Managed Volatility	470	
MML Mid Cap Growth	436	
MML Mid Cap Value	456	
MML Moderate Allocation	411	
MML Money Market	405	501
MML Small Cap Equity	418	
MML Small Cap Growth Equity	420	
MML Small/Mid Cap Value	484	
MML Small Company Value	489	
MML Short-Duration Bond	421	
MML Total Return Bond	437	

H Fund Information *continued*

Fund Name	MassMutual Artistry	Flex Extra
Invesco V.I. Equity and Income	460	
Invesco V.I. Discovery Large Cap ¹	414	
Invesco V.I. Discovery Mid Cap Growth Fund	442	504
Invesco V.I. Global Fund		506
Invesco V.I. Global Strategic Income Fund	408	507
Invesco Oppenheimer V.I. International Growth	404	
Invesco V.I. Main Street Fund	410	
Invesco V.I. U.S. Government Money Portfolio	406	
PIMCO CommodityRealReturn [®] Strategy	403	
VY [®] CBRE Global Real Estate	401	
Fixed Account	438	

¹ Formerly known as Invesco V.I. Capital Appreciation.

I Submission Instructions

MassMutual will only accept responsibility for forms that are faxed or mailed to the number or address indicated. A copy of this documentation transmittal by facsimile shall have the same effect as an original.

Mail: MassMutual Annuity Service Center Hub PO Box 9067 Springfield, MA 01102-9067	Overnight Mail: MassMutual Annuity Service Center Hub 1295 State Street Springfield, MA 01111-0001	Fax: (866) 329-4272 <i>Retain this original and the fax machine confirmation statement for your files.</i>
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Read and retain these pages for your records.

Loan Agreement ::

This Application and Agreement (“Agreement”) for Contract Loan is between the TSA Owner/Participant identified in section A — Contract Information and Massachusetts Mutual Life Insurance Company (for all Flex contracts and Artistry contracts issued in New York) or C. M. Life Insurance Company (for all Artistry contracts issued outside of New York). Massachusetts Mutual Life Insurance Company and C. M. Life Insurance Company are referred to herein as MassMutual. All loans are subject to the provisions of the Contract and the terms and conditions of this Agreement; however any differences existing between the Agreement and the Contract will be controlled by the terms of the contract. Due to the ramifications of a loan default, foreclosure and the potential adverse tax consequences of default, as well as the impact of a loan on amounts available for a hardship distribution, MassMutual urges you to carefully evaluate your repayment ability prior to entering into this loan. Irrespective of specific plan provisions, no loans will be permitted on Flex Contracts issued under an ERISA plan. Additionally, certain states may restrict your ability to take a loan.

Minimum loan amount:

- For Flex contracts the loan must be \$3,000 or more, except in Oregon where the loan must be \$1,000 or more.
- For Artistry contracts the loan must be \$1,000 or more.

Maximum loan amount. For loans, both subject to or not subject to Title I of ERISA, the maximum new loan available, when added to any existing loan is the lesser of:

1. \$50,000 reduced by the excess of the highest outstanding balance of contract loans during the previous 12 months over the outstanding balance of contract loans on the date of this loan, or
2. Contract value:
 - a. For loans subject to Title I of ERISA, one-half of the Owner’s/Participant’s current contract value
 - b. For loans not subject to Title I of ERISA, the greater of one-half of the Owner’s/Participant’s current contract value, or \$10,000.

Maximum loan amounts may be increased if you are a qualified individual whose principal place of abode during a federally declared disaster is located in a disaster area and you sustained an economic loss by reason of the disaster. Impacted plan participants may receive plan loans of up to the lesser of (a) \$100,000 or (b) the greater of \$10,000 or 100% of the vested account balance. The increased limits are available for a loan taken after the first incident date of the disaster and before the date that is 180 days after the later of the first day of the incident period with respect to the disaster or the date of the federal disaster declaration with respect to the disaster.

Under no circumstances can the loan exceed the Contract Withdrawal Value on the date the loan is established, reduced by any contract loans and applicable security. In determining the maximum loan amount available, the contract value will be determined on the valuation date on which the properly completed Agreement is received in MassMutual’s Home Office or the next business day following the receipt of the properly completed Agreement by MassMutual’s Home Office.

Note: The calculation may be limited by any specific Plan loan provisions. The maximum loan amount determined is based solely on the contract value of the individual MassMutual contract and any other contract issued by MassMutual under the relevant Plan. The calculation does not include contracts under the Plan that may be issued by other providers. Irrespective of the maximum loan amount calculated, in no event will MassMutual permit a loan to be taken from an individual contract that exceeds the limit as calculated with respect to that individual contract (i.e. contracts will not be aggregated)

Duration of loan. The agreed upon duration is subject to the following terms:

1. A loan to purchase a principal residence may be repaid over a maximum period of 10 years for Flex Contracts and 15 years for Artistry Contracts.
2. All other loans must be repaid in 5 years or less. All 5 year loans will have: 19 quarterly payments for Flex contracts and 20 quarterly payments for Artistry contracts.
3. The repayment period selected cannot be changed.
4. The duration elected must result in repayment of the loan in full by the date when the Annuitant is 70½ years old. Contract loans not paid within the agreed upon duration will default.

Other limitations on loans:

1. Depending on Plan guidelines, loan limits are as follows:
 - For Flex Contracts only one loan may exist on a contract at a time.
 - For Artistry Contracts only three loans may exist on a contract at any time and only two contract loans may be taken in any calendar year.
2. No contract loan will be permitted on any TSA if there is or has been a loan default, by the Participant/Owner on any contract under the Plan.
3. A loan may not be increased.
4. Loans can be made at any time before the contract matures, provided that the loan is repaid in full prior to the Annuitant’s attainment of age 70½.
5. All contract debt must be repaid before all or any part of the contract may be eligible for a transfer.
6. For employer-approved loans subject to Title 1 of ERISA, the written consent of a married Owner’s/Participant’s spouse is required prior to the making of any loan on this Contract. The spouse’s signature must be notarized.

Loan security. The Contract must be assigned to MassMutual as security for the loan. An amount equal to the loan must be in the Guaranteed Principal Account (GPA) (for Flex) or the loan secured fixed account (for Artistry). The Owner/Participant may select the funds and the amount of funds to be transferred to the GPA (for Flex) or loan secured fixed account (for Artistry) to secure the loan. If the Owner/Participant does not make a selection, funds will be transferred to the

GPA (for Flex) and loan secured fixed account (for Artistry) on a pro rata basis. As security, there must be at all times an amount in the GPA (for Flex) and loan secured fixed account (for Artistry) equal to the current loan principal. Additionally, as security, your account value must be at least the sum of the loan balance and any applicable sales charge and one year's interest on the current loan principal. For a loan taken under the increased limits available for qualified individuals impacted by a federally declared disaster, your account value must be at least the sum of the loan balance plus any applicable sales charge plus one year and 90 days' interest on the current loan principal. These amounts must be available for MassMutual's security interest to prevent denial of the loan application. Funds attributable to a Salary Reduction Agreement or attributable to other restricted amounts will be used first. If these amounts are not sufficient to satisfy the loan amount, the balance of the loan amount will be satisfied by all other amounts.

For Artistry contracts. The payment to the loan secured fixed account in excess of the security is transferred on a pro rata basis to the sub accounts.

For Flex contracts. Amounts in the GPA in excess of the security may be transferred, subject to the 25% per year transfer restriction guideline.

Loan interest. Interest on a loan accrues (builds up) each day and is added to the Contract debt as it accrues.

• Earned Interest Rate

- For Flex contracts: The loan interest rate will be the adjustable loan interest rate calculated in accordance with the loan interest provision in the Amendment of Contract for Tax Sheltered Annuity Loans except for those states where a fixed rate is required. The loan interest rate will be stated at the time of the loan, and any change in the interest rate which occurs on a Contract Anniversary will be stated on the notice of loan payment due.
- For Artistry contracts: The loan interest rate for the duration of the loan will be a fixed annual rate.
- ERISA: For loans subject to Title I of ERISA, the loan interest rate for new loans will be the interest rate effective the month the loan is taken. This monthly rate will be the Moody's Corporate Bond Yield monthly average for the calendar month two months prior to the date the loan rate is declared, but not less than 5%. If this average is no longer made available, then the loan rate will be a comparable rate acceptable to the regulatory authorities.
- Non-ERISA: For loans *not* subject to Title I of ERISA, the loan interest rate will be an annual rate declared at the time the loan is established. However, the maximum annual loan interest rate will be 8.0%.

• Credited Interest Rate

- For Flex contracts: Credited interest will be allocated to the GPA. However, it will not be applied to reduce Contract debt. The amount in the GPA equal to the loan principal is credited with an interest rate that is different than the rate applied to the unloaned amounts in the GPA. Credited interest will not be applied to reduce Contract debt, but will be allocated to the GPA. For additional information about your credited interest rate, please refer to your individual loan endorsement.

- For Artistry contracts: Credited interest is transferred to investment options on each Contract anniversary date based on current allocation percentages. For additional information about your credited interest rate, please refer to your individual loan endorsement.

Loan repayment. The loan must be repaid in level amortized payments, and payments must be made no less frequently than quarterly; however, additional payments will be accepted. The first payment will be due three months after the loan was issued. Bills for the amount due will be sent 30 days before the payment due date. A quarterly loan repayment is due even if the Owner/Participant does not receive a bill. Any payment will be applied first to the interest accrued to the date payment is received, with the balance applied to reduce the loan principal in the loan secured fixed account (for Artistry) and the security of the loan in the GPA (for Flex). The loan may be repaid in full at any time without penalty. Payments made in addition to regularly scheduled quarterly payments will be applied to loan principal only and will not change the due dates or amounts of subsequent quarterly payments, but will shorten the term of the loan.

For Flex contracts: Principal loan repayment amounts may be reallocated among any of the variable funds in accordance with instructions contained on the back of the loan repayment stub. If no allocations are provided, funds will remain in the GPA.

For Artistry contracts: Principal loan repayment amounts will be applied in accordance with existing investment option allocations.

Loan default. The loan is in default on the due date of a loan repayment if the Owner/Participant has failed to timely pay such loan repayment amount in full. If the loan payment remains unpaid on the date which is ninety (90) days after the payment due date (the deemed distribution date), a deemed distribution will occur. MassMutual reserves the right to access unrestricted amounts in your account to satisfy a delinquent payment together with accrued interest thereon. If a delinquent payment, together with interest calculated through the deemed distribution date, has not been paid in full on the deemed distribution date, the entire outstanding loan balance including accrued and unpaid interest will be tax reported as a distribution on a Form 1099-R to be issued by the subsequent January 31st. In addition, this amount may also be subject to the 10% Federal premature distribution penalty.

Subsequent to the deemed distribution date, interest will continue to accrue on the defaulted and unpaid loan principal and will be added to the loan principal; this amount must still be repaid after a deemed distribution. Interest accruing after the deemed distribution date is not treated as an additional loan and will not result in an additional deemed distribution under IRC Section 72(p). Failure to repay the loan will reduce the amount available under your contract. If and when MassMutual confirms one of the following distributable events and if any part of your loan balance remains unpaid after a deemed distribution, a portion or the entire outstanding balance may be deducted from your Contract Value upon one of the following:

- Your attainment of age 59½;
- Termination of service with your current employer;
- Your disability;
- Death;
- The presence of any unrestricted amounts in your Contract; or
- Plan termination.

Any distribution of any funds to satisfy a defaulted loan will be subject to the contractual Contingent Deferred Sales Charge, if applicable. Furthermore, any applicable premium tax previously unpaid and applicable Federal and state income tax withholding will also be taken. Any distribution of any unrestricted funds to satisfy a defaulted loan will be subject to taxation on previously untaxed amounts and may be subject to a 10% premature distribution Federal penalty. Any remaining amount of the defaulted loan will continue to accrue interest; this interest will be added to the outstanding loan balance.

Repayment of a defaulted loan. Repayments of a deemed loan will be accepted while the Contract is in force. Any such loan repayment will be applied to accrued interest first, with the remainder applied to defaulted loan principal. Repayment of a defaulted contract loan will not reverse any prior adverse tax consequences due to a default. Loan repayments will be allocated as detailed in the Loan Repayment section.

Termination of Contract. Upon the occurrence of a qualifying event, the Contract will terminate if the defaulted Contract loan together with accrued interest thereon equals or exceeds the Contract Withdrawal Value.

Miscellaneous:

- MassMutual reserves the right to amend, modify or terminate the loan terms and conditions at any time and without prior notice.
- The deductibility of loan interest payments has been restricted by the Tax Reform Act of 1986. The Owner/Participant should consult a tax advisor for additional information.

- The Owner/Participant is not released from an obligation to repay this loan upon receipt of a discharge in bankruptcy. Distributions (including hardship distributions) from the Contract will be restricted in order to preserve the security for the loan. See Loan Security section for specific security requirements.
- If the Owner/Participant annuitizes or dies before this loan is repaid, the annuity value or death benefit payable under the Contract will be reduced by the outstanding loan amount including accumulated loan interest. The amount to payoff the loan will be treated as a distribution and subject to any applicable Contingent Deferred Sales Charge.

Plan Administrator acknowledgment. Due to TSA regulations, effective 1/1/2009, MassMutual requires Plan Administrator sign-off.

ERISA prohibited transaction requirements (Artistry only). A Plan which is subject to Title I of ERISA is subject to prohibited transaction requirements applicable to loans. Those requirements are that a loan must be adequately secured, must bear a reasonable rate of interest, must be available to all participants or beneficiaries on a reasonably equivalent basis, must be made in accordance with specific provisions regarding loans as set forth in the Plan, and must not discriminate in favor of a prohibited group. In addition, if contracts issued under a Plan are not funded by salary reduction contributions, loans must generally be available on a nondiscriminatory basis.