



MassMutual RetireEase ChoiceSM

A Flexible Premium Deferred Income Annuity



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Predictable future income

MassMutual RetireEase Choice (RetireEase Choice) is a flexible premium deferred income annuity issued by Massachusetts Mutual Life Insurance Company (MassMutual®).

RetireEase Choice is specifically designed to provide future income you can't outlive. As part of your predictable income strategy, it can help strengthen the foundation of your retirement income plan.

RetireEase Choice is also available as a QLAC

Owners of qualified assets (like those in a traditional IRA) that are subject to required minimum distribution (RMD) rules may delay distributions on a portion of their assets, up

to a maximum age of 85, by allocating those assets into a qualified longevity annuity contract (QLAC).

The assets in a QLAC are not included in RMD calculations until they are received as income, making it easier to plan for expenses (such as health care costs) that may become a priority later in life.

A RetireEase Choice QLAC is subject to specific IRS rules. Your financial professional can answer your questions and help you decide whether a QLAC may be a good fit for you.



WHO SHOULD CONSIDER RetireEase Choice?

May be suitable if you:	May not be suitable if you:
Are looking for a way to lock in future guaranteed income and are willing and able to give up liquidity for that portion of your retirement assets.	Do not have ready cash and assets available for emergencies.
Want to establish a pension-like strategy by contributing either a single purchase payment or multiple purchase payments over time to generate a future income stream.	Need to use these retirement assets to create an income stream that begins immediately or within the near future.
Consider yourself a planner who values certainty over probabilities.	Are not comfortable owning a contract that offers no cash value.
Are between the ages of 50 and 65 and ready to retire in five to 10 years.	Prefer to receive income from interest or earnings while preserving principal.
Are in or nearing retirement and looking for a way to create an income stream that begins later in retirement, using qualified assets that may be subject to RMDs.	Need a contract that allows you to take withdrawals at any time in the future.
Generally have between \$250,000 and \$1.5 million in investable assets.	Are looking for an annuity that can be used with Medicaid planning.



SECTION 1: THE CONTRACT

Setting up the contract

RetireEase Choice may be available as any one of the following contract types:

- Nonqualified
- Qualified
 - Traditional IRA
 - Roth IRA
 - SEP IRA
 - Custodial IRA
 - QLAC IRA
 - Custodial QLAC IRA

Before you decide

It's important to understand that RetireEase Choice is designed to provide a pension-like stream of predictable income that begins at a future time you choose. In return for your purchase payments, RetireEase Choice provides a contractual guarantee against the risk of outliving your income. Guarantees are based on the claims-paying ability of the issuing insurance company.

RetireEase Choice is not an investment, nor is it like a traditional deferred fixed annuity. There are no fees and no market performance to worry about. There is also no accumulation or cash value with RetireEase Choice and, therefore, no liquidity. The only time that distributions are made from a RetireEase Choice contract are when annuity payments begin or when a death benefit is paid.

This lack of liquidity and the required deferral period are key reasons why RetireEase Choice can guarantee income that will be deferred until later — sometimes decades later.

If you are considering adding RetireEase Choice to your retirement income strategy, it's essential to have a separate source of liquid assets that you can tap for emergencies or other unexpected expenses.

Your financial professional can help you determine what portion (if any) of your assets you may feel comfortable committing to your future income needs.

Parties to the contract

The key parties in a contract are shown in the chart below. The owner, annuitant, and payee may be the same person.

- **Owner** — The person or entity entitled to ownership rights as stated in the contract.
- **Annuitant** — The “measuring life” or primary person upon whose life annuity payments are based.
- **Payee** — The individual or entity designated by the owner who receives the annuity payments during the life of the contract.
- **Beneficiary** — The person or entity designated to receive any death benefit provided by the contract.

Contract ownership

A RetireEase Choice contract may be owned by:

- An individual owner
- Joint owners (nonqualified contracts only)
- A non-natural entity, such as a trust (nonqualified contracts, Custodial IRAs, Custodial QLAC IRAs)

During the deferral period (the period of time before annuity payments begin), the contract owner may:

- Make additional purchase payments (subject to contract limitations)
- Change the owner, payee, or beneficiary (subject to restrictions)
- Change the annuity date (one time only and subject to restrictions) if the Annuity Date Adjustment Rider is available with the contract

OWNERSHIP OF QUALIFIED AND NONQUALIFIED CONTRACTS

The following chart highlights ownership and annuitant requirements for both qualified and nonqualified contracts. The contract owner and the annuitant must be the same at the time the contract is issued unless a non-natural entity (such as a trust) owns the contract.

Market Type	Different Owner/ Annuitant Allowed	Joint Owner ¹	Joint Annuitant
Nonqualified	No ^{2,3}	Yes	Yes
Qualified: Traditional, Custodial, Roth, and SEP IRAs	No ^{2,3}	No	Yes ⁴
Qualified: QLAC IRAs and Custodial QLAC IRAs	No ³	No	Yes ⁵

Ownership changes:

- For nonqualified contracts — Ownership changes are always allowed.
- For qualified contracts (including Roth IRAs) — In general, ownership changes are not allowed unless the contract is a Custodial IRA or a Custodial QLAC IRA.

Note that changing ownership to any other party may be taxable to the original owner. If ownership changes, the new primary owner carries forward any resulting cost basis.

¹ No joint ownership with a non-natural entity. Only one joint owner is permitted per contract. If there is a joint owner, there must be a joint annuitant, and the joint owner and the joint annuitant must be the same individual.

² Ownership changes are permitted after contract issue for nonqualified and Custodial IRAs.

³ Owner and annuitant will be different on contracts owned by a non-natural entity, including Custodial IRAs and Custodial QLAC IRAs.

⁴ For qualified contracts, a non-spouse joint annuitant cannot be more than 10 years younger than the owner (annuitant if the contract is held as a Custodial IRA). Upon the death of the owner (annuitant if the contract is held as a Custodial IRA), we may shorten the remaining payment period in order to ensure that payments do not continue beyond the 10 year post-death distribution period provided under IRC section 401(a)(9), or beyond the beneficiary's life or life expectancy for certain classes of beneficiaries, such as a spouse or an individual who is not more than 10 years younger than the decedent.

⁵ For QLAC IRAs and Custodial QLAC IRAs, the joint annuitant must be the spouse of the annuitant at contract issue.

Beneficiaries and payees

Annuitant

- The annuitant has no rights to the contract.
- There may be up to two annuitants on a contract.
- The annuitant and joint annuitant (if any) cannot be changed once the contract is issued.

Contract payees

Up to 10 payees are permitted on each contract. The contract owner may add or remove payees at any time by submitting a written request to MassMutual. The payee defaults to the owner unless otherwise specified.

When added together, the percentages allocated to all payees must total 100 percent. The contract owner may change the percentages allocated to all payees at any time by written request.

The payee does not have to be the owner, annuitant, or beneficiary.

Additional payees can be added, removed, or changed at the discretion of the contract owner.

Contract beneficiaries

The contract owner may designate both **primary and contingent beneficiaries**. There are no limits on the number of beneficiaries the owner can designate. When added together, the percentages allocated to beneficiaries must total 100% within each beneficiary tier (primary and contingent). The contract owner may also designate both **irrevocable and restricted beneficiaries**:

- **Irrevocable beneficiaries** — Once an irrevocable beneficiary has been named, he or she may not be removed without his or her consent.
- **Restricted beneficiaries** — The contract owner may change the death benefits for restricted beneficiaries at any time by written request.

Subject to these restrictions, the contract owner may add or remove beneficiaries at any time before a death benefit is triggered, unless the contract is an individually owned qualified contract with joint annuitants or if a convertible annuity option was elected.

Upon the death of the contract owner or annuitant, the beneficiary may become the new owner, based on the death provisions in the contract.

For individually owned qualified contracts, the joint annuitant (if any) must be the sole primary beneficiary and cannot be changed once the contract is issued whether or not there has been a change in that annuitant's relationship with the owner/annuitant (e.g., divorce).



SECTION 2: PURCHASE PAYMENTS

You may purchase your future income all at once or gradually over time. Each time you make a purchase payment, you will know the exact amount of future income you are buying.

Minimum and maximum purchase payments

The following purchase payment limits apply:

- The minimum initial purchase payment is \$10,000.
- The minimum monthly annuity payment must be \$100. However, the annuity payment may drop below \$100 at the time of a joint and survivor reduction, or with remaining installment refund payments. (See pages 12–13 for more information on these annuity options.)
- The minimum subsequent purchase payment is \$500 per payment.⁶
- The maximum cumulative purchase payment is \$1.5 million without further approval.⁷
- Additional limits apply to QLAC IRAs and Custodial QLAC IRAs. See page 7 of this guide for more information.

MassMutual sends a confirmation of any subsequent purchase payments you make and the additional income amount you've purchased. You may request a refund of any additional purchase payments within 10 calendar days of receiving MassMutual's confirmation.

If you make additional purchase payments, MassMutual will combine them into a single income stream when you are ready to receive your income.

MassMutual cannot accept any purchase payments within 13 months of your annuity date.

⁶ Subsequent purchase payments are not allowed after a death benefit has been triggered, unless a joint and survivor convertible to a single life annuity option was elected and the contract remains in force by spousal continuance.

⁷ Cumulative purchase payments include all deferred income annuity contracts issued by MassMutual and its subsidiaries that are owned by the same contract owner (whether as a single or joint contract owner), or that have the same annuitant (whether as a single or joint annuitant).

Additional QLAC purchase payment limits

The maximum amount you can allocate to a QLAC IRA is \$200,000. This amount includes the sum of all purchase payments previously paid into any contract intended to be a QLAC. This limit may be adjusted for inflation in future years.

As the contract owner, you are responsible for complying with QLAC purchase payment limits. If you contribute more than the purchase payment limits for your QLAC IRAs or Custodial QLAC IRAs, your contract may lose QLAC status.

If you exceed QLAC purchase payment limits

- If you make an excess QLAC purchase payment, you will have until December 31 of the calendar year following the calendar year in which the purchase payment was made to remove the excess payment and still have the contract qualify as a QLAC IRA or Custodial QLAC IRA.
- If removal of the excess purchase payment causes the contract to go below any contract minimum, the refund will terminate the contract.
- If the entire initial purchase payment exceeds QLAC limits, the refund will terminate the contract.
- If the excess purchase payment is not removed within this time frame, the entire contract will fail to qualify as a QLAC as of the date the excess purchase payment was made and will be treated as a traditional IRA or Custodial IRA, as applicable. As a result:
 - You will no longer be able to exclude the value of the contract from your annual RMD calculations as of the date the excess purchase payment was made.
 - You may owe additional RMDs for the years in which RMD calculations excluded the value of the contract.
 - You will not be able to restore the contract to QLAC status.



SECTION 3: ANNUITY DATE

As the contract owner, you will have to choose an annuity date at the time you purchase your contract.

This is the date that your annuity payments will begin. The annuity date must be at least 13 full months from the date your contract is issued.

The annuity date can be any day between the 1st and 28th of the month. If the annuity date falls on a non-business day, the annuity payment will be processed on the next business day. The contract owner can choose a monthly, quarterly, semiannual, or annual annuity payment frequency.

ANNUITY DATE REQUIREMENTS

Earliest Permitted Annuity Date (all contracts)	<p>The annuity date must be:</p> <ul style="list-style-type: none">• Any day between the 1st and the 28th of the month; and• No earlier than 13 months after the contract issue date; and• For a QLAC, no earlier than April 2 of the calendar year following the calendar year in which the contract owner attains age 73.⁸
Latest Permitted Annuity Date	<p>The annuity date must be no later than the earlier of:</p> <ul style="list-style-type: none">• 30 years after the contract issue date; or• When any annuitant attains age 90; or• For qualified contracts other than Roth IRA contracts and QLACs, April 1 of the calendar year following the year in which the contract owner attains age 73.• For a QLAC, the first day of the month following the contract owner's 85th birthday.

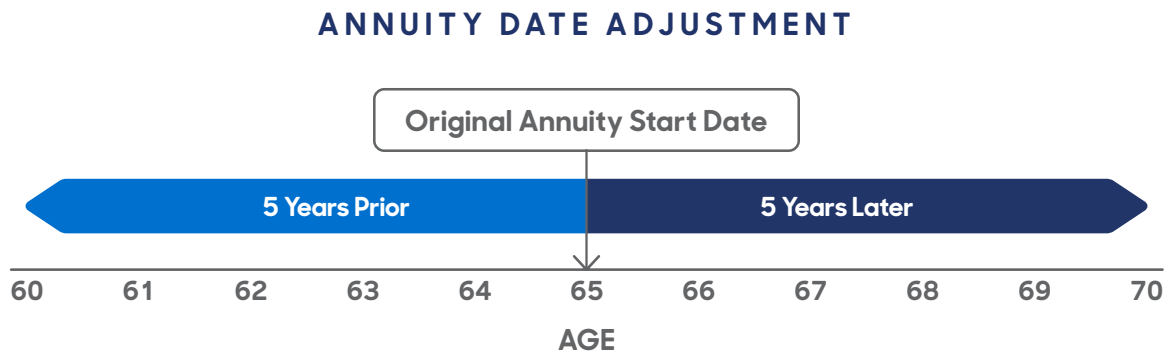
⁸ Choosing an earlier annuity date would result in a more restrictive QLAC without providing any of the tax advantages that a QLAC offers. Once annuity payments begin, a QLAC is subject to all RMD rules.



SECTION 4: ANNUITY DATE ADJUSTMENT RIDER

Contract owners may be able to accelerate or defer their annuity date within a 10-year window, up to five years before or after the annuity date that was chosen at contract issue.⁹

Example: If a contract is issued at age 55 with an annuity date of age 65, the owners can change the annuity date to a date between the ages of 60 and 70. Owner(s) can adjust the annuity date only once during the life of the contract.



Annuity Options that Include the Annuity Date Adjustment Rider

Income for one annuitant

- Single Life – Cash Refund
- Single Life – Installment Refund
- Single Life – Period Certain

Income for two annuitants

- Joint and Survivor Life – Cash Refund
- Joint and Survivor Life – Cash Refund Convertible to a Single Life – Cash Refund
- Joint and Survivor Life – Installment Refund
- Joint and Survivor Life – Installment Refund Convertible to a Single Life – Installment Refund
- Joint and Survivor Life – Period Certain (With or without a reduction)
- Joint and Survivor Life – Period Certain Convertible to Single Life – Period Certain

⁹ Florida requires that all deferred annuity contracts permit the owner to annuitize the contract at any time after 13 months have passed from the contract issue date. For contracts issued in the state of Florida, the annuity date can be accelerated for all annuity options, including the Single Life – No Refund, the Joint and Survivor Life – No Refund, and the Joint and Survivor Life – No Refund Convertible to Single Life – No Refund. The annuity date can be accelerated to a date that is as early as 13 months following the contract issue date and is not limited to within five years prior to the annuity date. All other provisions of the Annuity Date Adjustment Rider apply.

Annuity date adjustment requirements

Any annuity date adjustment must meet the following criteria:

- The new annuity date must be at least 13 full months after the last purchase payment.
- The new annuity date is subject to the same contract restrictions as the original annuity date.
- The annuity date cannot be changed if annuity payments have begun.
- The annuity date cannot be changed if the death benefit has been triggered, unless the annuity option elected is joint and survivor life annuity option convertible to the corresponding single life annuity option (excluding the Joint and Survivor Life Annuity – No Refund Convertible to the Single Life – No Refund annuity option).
- The annuity option elected at the time of application cannot be changed.
- The day of the month on which annuity payments are received cannot be changed; the payment month can be changed (e.g., if the annuity date is scheduled to start on the 15th of the month, the new annuity date must be the 15th of the new month).
- Payment frequency (monthly, quarterly, semiannually, or annually) cannot be changed.
- The resulting annuity payment after an annuity date adjustment must be at least \$100.
- Owners of qualified contracts (excluding Roth IRAs and QLACs), may not defer the annuity date past April 1 of the calendar year following the calendar year in which the owner attains age 73.
- Owners of QLACs may not accelerate the annuity date prior to April 2 of the calendar year following the calendar year in which the owner attains age 73.

Important considerations

You may only change the annuity date once during the life of your contract; if you do, the new annuity date is irrevocable. MassMutual must receive your written request for an annuity date adjustment before the original annuity date.

Changing the annuity date changes the amount of your annuity payment

- **If the new annuity date is earlier** than the original annuity date, your annuity payment will generally decrease
- **If the new annuity date is later** than the original annuity date, your annuity payment will generally increase

MassMutual uses the following factors to calculate your new annuity payment:

- The amount of your original annuity payment
- The new annuity date
- The Moody's Seasoned Baa Corporate Bond Yield rate at the time we receive your request for an annuity date adjustment. We compare this rate with the Moody's rate that was effective at the time we issued your contract
- The Annuity 2012 Mortality Table
- An interest rate adjustment of 1.50%. The application of this adjustment will reduce your new annuity payment, regardless of whether you accelerate or defer your annuity date

Note: State variations apply; your financial professional can answer any questions you may have.



SECTION 5: ANNUITY OPTIONS

RetireEase Choice offers a variety of life-contingent annuity options, each of which offers specific advantages and which may be an appropriate solution, depending on your situation. Annuity options are available with or without death benefits or specific guarantees for one annuitant (single life) or for two annuitants (joint life).



ANNUITY OPTIONS AT A GLANCE

The chart below summarizes available annuity options and the features available with each.

Annuity payment acceleration available with all nonqualified contracts.	Available with QLAC	Return of Purchase Payments Prior to Annuity Date ¹⁰	Death Benefit on or after Annuity Date ¹¹	Annuity Date Adjustment	MassMutual Inflation Protector SM
Single Life¹²					
Life – Period Certain ¹³	No	Yes	Yes	Yes	Yes
Life – Cash Refund	Yes	Yes	Yes	Yes	Yes
Life – Installment Refund	No	Yes	Yes	Yes	Yes
Life – No Refund	Yes	Yes	No	No	Yes
Life – No Death Benefit ¹⁴	Yes	No	No	No	Yes
Joint and Survivor Life (Nonconvertible)^{12,15}					
Life – Period Certain ¹³	No	Yes	Yes	Yes	Yes
Life – Cash Refund	Yes ¹⁶	Yes	Yes	Yes	Yes
Life – Installment Refund	No	Yes	Yes	Yes	Yes
Life – No Refund	No	Yes	No	No	Yes
Life – Reduction at Death of Either Annuitant – No Refund (½, ⅔, ¾)	No	Yes	Yes	No	Yes
Life – Reduction at Death of Either Annuitant – Period Certain (½, ⅔, ¾)	No	Yes	Yes	Yes	Yes
Joint and Survivor Life (Convertible)^{12,15}					
Life – Period Certain ¹⁷ Convertible to Single Life – Period Certain	No	Yes	Yes	Yes	No
Life – Cash Refund Convertible to Single Life – Cash Refund	No	Yes	Yes	Yes	No
Life – Installment Refund Convertible to Single Life – Installment Refund	No	Yes	Yes	Yes	No
Life – No Refund Convertible to Single Life – No Refund	No	Yes	No	No	No

¹⁰ Refers to the return of purchase payments prior to the annuity date upon the death of any owner (or annuitant if a non-natural owner).

¹¹ Refers to any death benefit payable after the annuity date upon the death of the last surviving annuitant.

¹² For qualified contracts, upon the death of the owner (annuitant if the contract is held as a Custodial IRA), we may shorten the remaining payment period in order to ensure that payments do not continue beyond the 10 year post-death distribution period provided under IRC section 401(a)(9), or beyond the beneficiary's life or life expectancy for certain classes of beneficiaries, such as a spouse or an individual who is not more than 10 years younger than the decedent.

¹³ Period certain can be between 10 years and 30 years (non-convertible annuity options only).

¹⁴ The Single Life – No Death Benefit annuity option does not provide a death benefit – either before or after the annuity date. This means that if you die at any time after MassMutual issues the annuity contract, your purchase payments will not be refunded. This annuity option is not available in Connecticut or Florida.

¹⁵ For qualified contracts, you may not elect a joint and survivor annuity option with a non-spouse joint annuitant who is more than 10 years younger than the owner/annuitant.

¹⁶ The Joint and Survivor Life – Cash Refund annuity option functions differently for QLACs than it does for other market types if the annuitants are divorced at the time of the owner's death. In the event of a divorce, only an ROP death benefit will be paid, even if annuity payments have begun, unless the former spouse qualifies to be treated as a spouse under QLAC regulations. A joint annuitant/beneficiary who is not a spouse and does not qualify to be treated as a spouse under regulations cannot keep the contract in force upon the owner's death, and continued payments to them as the beneficiary will not be offered, even if they are not more than 10 years younger than the owner/annuitant.

¹⁷ Period certain for this annuity option is limited to 10 years.

Annuity options with additional guarantees

Additional guarantees are included with certain single life and joint life annuity options. The following is a description of how these guarantees work.

Cash Refund Guarantee

Upon the death of the last surviving annuitant:

- If the total of all annuity payments made is less than the purchase payments made, the beneficiary receives the difference in a lump sum.
- If the total of all annuity payments is equal to or greater than the purchase payments made, the contract terminates.

Installment Refund Guarantee¹⁸

Upon the death of the last surviving annuitant:

- If the total of all annuity payments is less than the purchase payments made, annuity payments will continue in the same amount and at the same frequency until they equal the purchase payments. The beneficiary instead may elect to receive the present value of any remaining annuity payments in a lump sum.
- If the total of all annuity payments is equal to or greater than the purchase payments, the contract terminates.

Period Certain Guarantee¹⁸

If the annuitant dies before the end of the period certain:

- Annuity payments will continue to be paid to the beneficiary in the same amount and at the same frequency until the end of the period certain. The beneficiary instead may elect to receive the present value of any remaining annuity payments in a lump sum.
- If the annuitant (or last surviving annuitant) dies after the end of the period certain, the contract terminates.

¹⁸ Annuity options with an Installment Refund Guarantee or Period Certain Guarantee are not available with a QLAC.

Single Life – No Death Benefit annuity option

This annuity option can help maximize your guaranteed lifetime income potential, but provides no beneficiary protection. This annuity option is not available in Connecticut or New York.

If you choose the Single Life – No Death Benefit annuity option:

- Your deferral period must be 10 years or longer.
- You will be unable to change your annuity date.
- You relinquish any type of death benefit – either before or after the annuity date. This means that if MassMutual issues your contract and you die before annuity payments begin, your purchase payments will not be refunded.

Joint life annuity options: convertible vs. nonconvertible

Both convertible and nonconvertible joint and survivor life annuity options provide guaranteed lifetime income for you and a spouse. Joint life annuity options that are convertible to corresponding single life annuity options require different assumptions to calculate annuity payments:

- **Nonconvertible joint life annuity options** guarantee income based on a single payout assumption that both annuitants will be alive on the annuity date.
- **Convertible joint life annuity options** guarantee income based on two different payout assumptions:
 - **As a joint life payout:** This is the income amount that will be paid if both annuitants are alive on the annuity date.
 - **As the corresponding single life annuity payout for each annuitant:** This is the income amount that will be payable if only one annuitant is alive on the annuity date and the contract is converted to the corresponding single life annuity option.

Convertible joint life annuity options can convert to the corresponding single life option only if an annuitant dies during the deferral period.

In general, if both annuitants are alive on the annuity date, the joint life payout will be lower with a convertible joint life annuity option than it would be with a nonconvertible joint life annuity option.

Important considerations

- Convertible joint life annuity options are only available for spousal joint annuitants.
- For both qualified and nonqualified contracts with a convertible joint life annuity option, the joint annuitant must be the spouse of the primary owner/annuitant and the sole primary beneficiary. The beneficiary cannot be changed after the contract is issued.
- Convertible joint life annuity options provide income that is guaranteed for both annuitants and the opportunity to convert to the corresponding single life annuity option **if one annuitant dies during the deferral period.**
- If an owner dies during the deferral period and the surviving annuitant is both sole primary beneficiary and spouse, he or she has the option to elect to receive the death benefit or convert to the corresponding single life annuity option by keeping the contract in force by spousal continuance or as a spousal beneficiary IRA.
- If an annuitant who is not an owner dies, the annuity option automatically converts to the corresponding single life annuity option for the owner.

QLAC IRA and Custodial QLAC IRA annuity options

If your RetireEase Choice contract is a QLAC, your choice of annuity options is limited to:

- **Single Life** – No Refund
- **Single Life** – Cash Refund
- **Single Life** – No Death Benefit
- **Joint and Survivor Life** – Cash Refund

The Joint and Survivor Life – Cash Refund annuity option functions differently for QLACs than it does for other market types if the annuitants are divorced at the time of the owner's death. In the event of a divorce, only an ROP death benefit will be paid, even if annuity payments have begun, unless the former spouse qualifies to be treated as a spouse under QLAC regulations. A joint annuitant/beneficiary who is not a spouse and does not qualify to be treated as a spouse under regulations cannot keep the contract in force upon the owner's death, and continued payments to them as the beneficiary will not be offered, even if they are not more than 10 years younger than the owner/annuitant.

For payees of Custodial IRAs and Custodial QLAC IRAs: The custodian must be the payee and beneficiary. For a Custodial QLAC, MassMutual will rely on the custodian's representation that he or she will promptly distribute funds to the annuitant.



SECTION 6: ADDITIONAL PRODUCT FEATURES

Options that add flexibility

MassMutual Inflation Protector

MassMutual Inflation Protector is an optional feature that can help offset the effects of inflation on your annuity payment purchasing power. This feature automatically increases the amount of each payment by one, two, three, or four percent on the annuity date anniversary each year. The higher the annual percentage increase, the lower your beginning annuity payments will be.

If you choose to add this feature to your contract, you must elect it and the inflation percentage amount when your contract is issued. Once elected, this feature cannot be canceled or changed.

You should weigh the trade-off of having lower beginning annuity payments that gradually increase over time, versus having higher beginning annuity payments that do not increase over time.

MassMutual Inflation Protector is not available with joint and survivor annuity options that are convertible to single life annuity options.

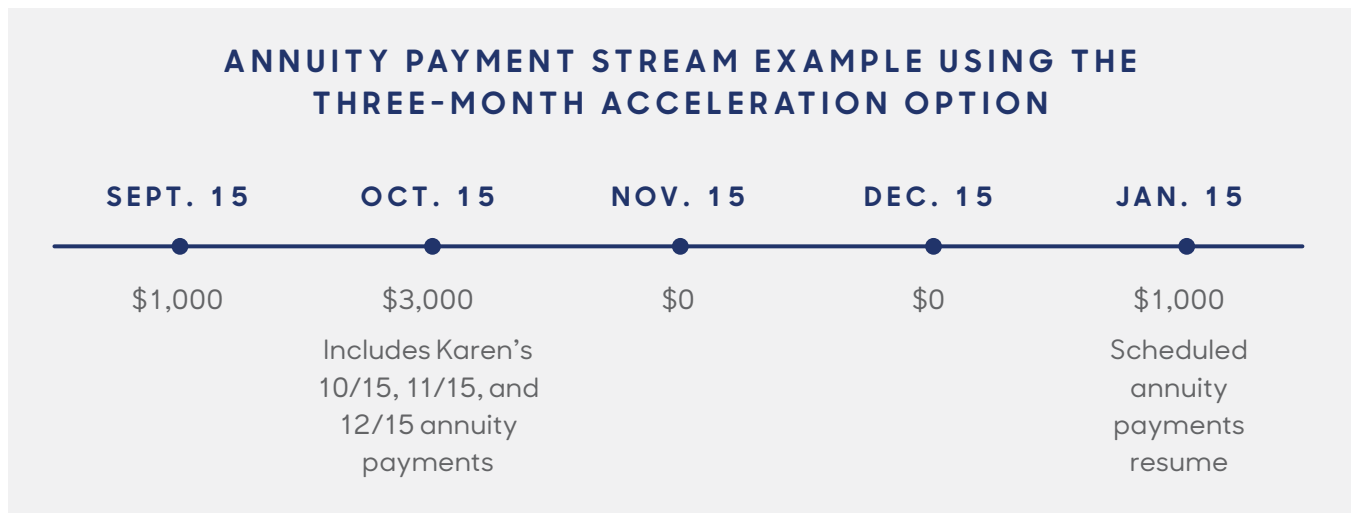
Annuity payment acceleration

Once annuity payments have begun, owners of nonqualified contracts with a monthly payout frequency can elect to accelerate either three or six of their regularly scheduled annuity payments in a lump sum, through a temporary change in annuity payment frequency.

MassMutual must receive a written request for acceleration before the next scheduled annuity payment for which the acceleration should occur. You will receive a lump-sum payment on the next regularly scheduled annuity payment date in an amount equal to that annuity payment, plus the next two or five regularly scheduled annuity payments. No additional annuity payments will be made until regularly scheduled monthly payments resume.

Regular annuity payments resume after the three- or six-month period ends. You may exercise this option a maximum of five times over the life of the contract. You must receive at least one regularly scheduled annuity payment before requesting another annuity payment acceleration.

An example of annuity payment acceleration



Note: MassMutual reports any accelerated payments as annuity payments. Because deferred income annuities are relatively new to the market, the IRS has not yet ruled on this tax treatment. If you have any questions or concerns, be sure to talk with your tax advisor.

PAYEE: KAREN

Monthly annuity payment:
\$1,000

Annuity payment date:
The 15th of each month

Acceleration option:
Three months

Shortly after receiving her September 15 annuity payment, Karen decides that she wants to receive three months of annuity payments in a lump sum. She sends a written request to MassMutual asking for this acceleration. The chart above shows how Karen's income stream would look before, during and after the acceleration of her payments.

Annuity payment acceleration – important considerations

- This option is available for nonqualified contracts only.
- The annuity payment frequency elected at contract issue must be monthly.
- The election to exercise this option must be in writing.
- This option can only be exercised after annuity payments have begun.
- Monthly scheduled annuity payments must resume before this option can be exercised again.
- The ability to elect to receive annuity payments in a lump sum is limited to five times.
- The annuity payment acceleration option is no longer available upon the death of the last surviving annuitant.



SECTION 7: DEATH BENEFITS

This section covers death benefit basics and includes important considerations for certain single and joint life annuity options. QLAC IRA and Custodial QLAC IRA death benefits are shown separately.

With one exception (the Single Life – No Death Benefit annuity option), all single and joint life annuity options provide for a return of purchase payments if death occurs before annuity payments begin.

On or after the annuity date, any death benefit is governed by the annuity option elected at the time the contract is purchased (refer to the chart on page 12 of this guide).

For qualified contracts, upon the death of the owner (annuitant if the contract is held as a Custodial IRA), we may shorten the remaining payment period in order to ensure that payments do not continue beyond the 10 year post-death distribution period provided under IRC section 401(a)(9), or beyond the beneficiary's life or life expectancy for certain classes of beneficiaries, such as a spouse or an individual who is not more than 10 years younger than the decedent.

Single Life – No Death Benefit annuity option¹⁹

Single Life – No Death Benefit: the only annuity option that does not provide a return of purchase payments if death occurs before the annuity date or a death benefit if death occurs after the annuity date. This option might be appropriate if you want to maximize your guaranteed future income **and have no beneficiary or estate concerns either now or in the future.**

However, if you choose this option, you relinquish any death benefit protection – either before or after the annuity date. This means that if you die at any time after MassMutual has issued your annuity contract, your purchase payments will not be refunded.

This section does not cover every death benefit scenario. Be sure to discuss your beneficiary protection needs with your financial professional.

¹⁹ Not available in Connecticut or Florida.



Death benefits and joint life annuity options

Due to the deferral period required with RetireEase Choice, it's important to understand how death benefits work with joint life annuity options. Before making a decision, consider the following factors:

- The length of your deferral period
- The annuity payment amount that the surviving joint annuitant would receive on the annuity date if he or she is eligible to and chooses to continue the contract
- The annuity payment amount that could be generated if the surviving joint annuitant accepted the death benefit and then purchased RetireEase Choice with a single life annuity option (possibly through a tax-free spousal rollover on qualified contracts)

Your financial professional can provide you with illustrations for both options so you can compare the differences before you make a decision.

Civil union and domestic partnership considerations

Parties to a civil union or domestic partnership are not treated as spouses under federal law. Therefore, continuance of a nonqualified contract by a domestic partner or civil union partner will not be afforded the favorable income tax treatment provided to spouses under federal law, resulting in current taxation of any gain in the contract. Continuance of a qualified contract by a domestic partner or civil union partner is not allowed. Consult a tax adviser for more information.

Death benefits prior to the annuity date (Non-QLAC)

The following chart summarizes how certain death benefit provisions work if death occurs prior to the annuity date. It does not show every possible death benefit scenario, only those that may require additional consideration as you make your annuity option decisions. The death benefit prior to the annuity date is a return of purchase payments for most options (except for the Single Life – No Death Benefit annuity option).

IF DEATH OCCURS PRIOR TO THE ANNUITY DATE

If the deceased is ...	And ...	Then ...
An owner	There is a surviving owner	<ul style="list-style-type: none"> • The surviving owner is treated as the sole primary beneficiary and any other beneficiary is treated as a contingent beneficiary. • The beneficiary receives a death benefit equal to the purchase payments applied to the contract.²⁰
An owner	There is no surviving owner	<ul style="list-style-type: none"> • The beneficiary receives a death benefit equal to the purchase payments applied to the contract.²⁰
An annuitant	The annuitant is not an owner ²¹ and there is a surviving annuitant	<ul style="list-style-type: none"> • If nonconvertible: The contract continues with the annuity option chosen at issue and annuity payments will begin on the annuity date. • If convertible: The annuity option converts to the corresponding single life annuity option.
An annuitant	The contract is owned by a non-natural owner, such as a trust	<ul style="list-style-type: none"> • The beneficiary receives a death benefit equal to the purchase payments applied to the contract.
An annuitant	There is no surviving annuitant	<ul style="list-style-type: none"> • The beneficiary receives a death benefit equal to the purchase payments applied to the contract.

²⁰ **For nonconvertible joint life annuity options**, if the spouse of the deceased owner is the sole primary beneficiary and the joint annuitant, he or she may elect to receive the death benefit, or continue the contract with the Joint and Survivor Life annuity option chosen at issue. If the contract is continued, additional purchase payments will not be allowed.

For convertible joint life annuity options, if the owner is also an annuitant, and the contract remains in force by spousal continuation or as a spousal beneficiary IRA, the annuity option will convert to the corresponding single life option. If the contract remains in force by spousal continuation, additional purchase payments may be made. No additional purchase payments are allowed for spousal beneficiary IRAs.

²¹ Assumes the contract is owned by a natural person.

Death benefits on or after the annuity date (Non-QLAC)

The chart below summarizes how certain death benefit provisions work if death occurs **on or after the annuity date**. It does not represent every death benefit scenario. On or after the annuity date, any death benefit is determined by the annuity option chosen.

IF DEATH OCCURS ON OR AFTER THE ANNUITY DATE²²

If the deceased is ...	And ...	Then ...
An owner	There is a surviving owner	<ul style="list-style-type: none"> • The surviving owner retains ownership of the contract. • Any remaining annuity payments, as specified in the annuity option,²³ will continue to be paid.
An owner	There is no surviving owner	<ul style="list-style-type: none"> • The beneficiary will become the owner. • Any remaining annuity payments, as specified in the annuity option,²³ will continue to be paid.
An annuitant	The annuitant is not an owner and there is a surviving annuitant	<ul style="list-style-type: none"> • The owner retains ownership of the contract. • Any remaining annuity payments, as specified in the annuity option,²³ will continue to be paid.
An annuitant	The annuitant is not an owner and there is no surviving annuitant	<ul style="list-style-type: none"> • Any remaining annuity payments, as specified in the annuity option,²³ will continue to be paid.

²² For qualified contracts, upon the death of the owner (annuitant if the contract is held as a Custodial IRA), we may shorten the remaining payment period in order to ensure that payments do not continue beyond the 10 year post-death distribution period provided under IRC section 401(a)(9), or beyond the beneficiary's life or life expectancy for certain classes of beneficiaries, such as a spouse or an individual who is not more than 10 years younger than the decedent.

²³ For additional information concerning remaining annuity payments, please refer to the chart on page 12 of this guide.

QLAC IRA death benefits

The charts below show how death benefits work if death occurs before the annuity date and on or after the annuity date when the contract is a QLAC IRA.

IF DEATH OCCURS PRIOR TO THE ANNUITY DATE

Annuity Option	Death of Annuitant	Death of Joint Annuitant
Single Life – No Death Benefit	The contract terminates.	N/A
Single Life – No Refund	Purchase payments are returned to the beneficiary.	N/A
Single Life – Cash Refund	Purchase payments are returned to the beneficiary.	N/A
Joint and Survivor Life – Cash Refund	<p>If annuitants are married on the date of death:</p> <ul style="list-style-type: none"> Return of purchase payments; or Continue contract as a beneficiary IRA. <p>If annuitants are not married on the date of death: Purchase payments are returned to the beneficiary, unless former spouse qualifies to be treated as a spouse under QLAC regulations.</p>	The contract continues and the annuity option remains the same.

IF DEATH OCCURS ON OR AFTER THE ANNUITY DATE

Annuity Option	Death of Annuitant	Death of Joint Annuitant
Single Life – No Death Benefit	The contract terminates.	N/A
Single Life – No Refund	The contract terminates.	N/A
Single Life – Cash Refund	If applicable, a cash refund as specified under the elected annuity option will be paid to the beneficiary.	N/A
Joint and Survivor Life – Cash Refund	<p>If annuitants are married on the date of death:</p> <ul style="list-style-type: none"> Payments will continue until both annuitants die. When the last surviving annuitant dies, MassMutual will pay a cash refund (if available) to the beneficiary. <p>If annuitants are not married on the date of death:</p> <ul style="list-style-type: none"> A return of purchase payments, less any annuity payments previously distributed, will be paid to the beneficiary. Continued annuity payments to a non-spouse beneficiary will not be offered, unless former spouse qualifies to be treated as a spouse under QLAC regulations. 	<ul style="list-style-type: none"> Payments will continue until both annuitants die. When the last surviving annuitant dies, MassMutual will pay a cash refund (if available) to the beneficiary.

Note: Spousal continuances are not allowed on QLAC IRAs or Custodial QLAC IRAs. If the spouse beneficiary elects to keep a QLAC in force after the annuitant's death prior to the annuity date, it will remain in force as a spousal beneficiary IRA. Annuity payments will start on the annuity date originally elected. No new purchase payments will be allowed. Non-spouse beneficiaries cannot elect this option, unless they are a former spouse who qualifies to be treated as a spouse under the QLAC regulations.

PRODUCT HIGHLIGHTS

Available Market Types	<ul style="list-style-type: none"> • Nonqualified • Qualified <ul style="list-style-type: none"> – Roth IRA – Traditional IRA – SEP IRA – Custodial IRA – QLAC IRA 	<ul style="list-style-type: none"> – Custodial QLAC IRA 				
Minimum Issue Age²⁴ (Owner/Annuitant)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Non-QLAC</td> <td style="width: 50%; padding: 5px;">QLAC IRA and Custodial QLAC IRA</td> </tr> <tr> <td style="padding: 5px;"> <ul style="list-style-type: none"> • Annuitant: Age 22 • Joint annuitant: Age 22 </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> • Annuitant: Age 44²⁵ • Joint annuitant: Age 22 </td> </tr> </table>	Non-QLAC	QLAC IRA and Custodial QLAC IRA	<ul style="list-style-type: none"> • Annuitant: Age 22 • Joint annuitant: Age 22 	<ul style="list-style-type: none"> • Annuitant: Age 44²⁵ • Joint annuitant: Age 22 	
Non-QLAC	QLAC IRA and Custodial QLAC IRA					
<ul style="list-style-type: none"> • Annuitant: Age 22 • Joint annuitant: Age 22 	<ul style="list-style-type: none"> • Annuitant: Age 44²⁵ • Joint annuitant: Age 22 					
Maximum Issue Age²⁴	<ul style="list-style-type: none"> • Nonqualified and Roth IRA: Annuitant and joint annuitant: Age 88 • Traditional IRA, SEP IRA and Custodial IRA: Annuitant: Age 71;²⁶ Joint annuitant: Age 88 • QLAC IRA and Custodial QLAC IRA: Annuitant: Age 83;²⁶ Joint annuitant: Age 88 					
Minimum Purchase Payment (Minimum annuity income payment is \$100)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Initial</td> <td style="width: 50%; padding: 5px;">Subsequent^{27, 28}</td> </tr> <tr> <td style="padding: 5px;"> <ul style="list-style-type: none"> • \$10,000 for qualified and nonqualified </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> • \$500 </td> </tr> </table>	Initial	Subsequent^{27, 28}	<ul style="list-style-type: none"> • \$10,000 for qualified and nonqualified 	<ul style="list-style-type: none"> • \$500 	
Initial	Subsequent^{27, 28}					
<ul style="list-style-type: none"> • \$10,000 for qualified and nonqualified 	<ul style="list-style-type: none"> • \$500 					
Cumulative Purchase Payment Limits²⁹	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">All markets</td> <td style="width: 50%; padding: 5px;">Additional limits for QLAC^{30,31}</td> </tr> <tr> <td style="padding: 5px;"> <ul style="list-style-type: none"> • \$1.5 million without MassMutual approval </td> <td style="padding: 5px;"> <ul style="list-style-type: none"> • \$200,000 </td> </tr> </table>	All markets	Additional limits for QLAC^{30,31}	<ul style="list-style-type: none"> • \$1.5 million without MassMutual approval 	<ul style="list-style-type: none"> • \$200,000 	
All markets	Additional limits for QLAC^{30,31}					
<ul style="list-style-type: none"> • \$1.5 million without MassMutual approval 	<ul style="list-style-type: none"> • \$200,000 					

²⁴ MassMutual defines “issue age” as “age nearest,” which is calculated on the individual’s nearest birthday. For example, if John is 74 years, six months, and one day old, his contract age is 75.

²⁵ The earliest annuity date for QLAC IRAs and Custodial QLAC IRAs is April 2 of the calendar year after the calendar year in which the contract owner reaches age 73. The maximum deferral period is 30 years. In order to comply with both of these requirements, RetireEase Choice may not be available at earlier ages. Please request an illustration to confirm eligibility for your age and issue date.

²⁶ Due to RMD rules applicable to qualified contracts.

²⁷ MassMutual sends a confirmation statement acknowledging each subsequent purchase payment and the amount of income generated. Should you decide to cancel a subsequent purchase payment, you can request a refund within 10 calendar days of receiving confirmation. You can make as many subsequent purchase payments as you wish within contract maximum limits, up until 13 months prior to the annuity date you elect.

²⁸ Subsequent purchase payments are not allowed after a death benefit has been triggered, unless a Joint and Survivor Convertible to a Single Life annuity option was elected and the contract remains in force by spousal continuance.

²⁹ Cumulative purchase payments include **all deferred income annuity contracts** issued by MassMutual and its subsidiaries that are owned by the same contract owner (whether as a sole or joint contract owner), or that have the same annuitant (whether as a single or joint annuitant).

³⁰ If you exceed QLAC purchase payment limits, you will have until December 31 of the calendar year following the calendar year in which the excess purchase payment was made to remove the excess amount and still have the contract qualify as a QLAC. If you do not remove the excess amount within this time frame, the entire contract will cease to be a QLAC as of the date the excess purchase payment was made and will be treated as a traditional IRA or custodial IRA, as appropriate. You will not be able to exclude the value of the contract from your annual RMD calculations as of the date the excess purchase payment was made. You may also owe additional RMDs for the years in which RMD calculations excluded the value of the contract. You will not be able to restore the contract to QLAC status.

³¹ The limit for 2024 is \$200,000. This limit may be adjusted for inflation in future years.

PRODUCT HIGHLIGHTS

Earliest Permitted Annuity Date (All contracts)	The annuity date must be: <ul style="list-style-type: none"> • No earlier than 13 months after the contract issue date; and • For a QLAC: No earlier than April 2 of the calendar year following the calendar year in which the contract owner attains age 73³² 	
Latest Permitted Annuity Date	No later than the earlier of: <ul style="list-style-type: none"> • 30 years after the contract issue date; or • When any annuitant attains age 90; or • For qualified contracts other than Roth IRA contracts and QLACs: April 1 of the calendar year following the year in which the contract owner attains age 73; or • For a QLAC: The first day of the month following the contract owner's 85th birthday 	
Withdrawal Provisions	None	
Annuity Income Payment Frequency	<ul style="list-style-type: none"> <li style="margin-right: 20px;">• Monthly <li style="margin-right: 20px;">• Semiannually <li style="margin-right: 20px;">• Quarterly • Annually 	
Death Benefit Provisions³³	Before annuity payments begin Return of purchase payments except for Single Life – No Death Benefit Annuity Option ³⁴	After annuity payments begin Governed by the annuity option selected
Single Life Annuity Options³³ (Non-QLAC contracts)	<ul style="list-style-type: none"> • Life – Period Certain³⁵ • Life – Cash Refund • Life – Installment Refund 	<ul style="list-style-type: none"> • Life – No Refund • Life – No Death Benefit³⁴

³² Choosing an earlier annuity date would result in a more restrictive QLAC without providing any of the tax advantages that a QLAC offers. Once annuity payments begin, a QLAC is subject to all RMD rules.

³³ For qualified contracts, upon the death of the owner (annuitant if the contract is held as a Custodial IRA), we may shorten the remaining payment period in order to ensure that payments do not continue beyond the 10 year post-death distribution period provided under IRC section 401(a)(9), or beyond the beneficiary's life or life expectancy for certain classes of beneficiaries, such as a spouse or an individual who is not more than 10 years younger than the decedent.

³⁴ **Single Life – No Death Benefit:** This annuity option does not provide a death benefit – either before or after the annuity date. If you die at any time after MassMutual issues the annuity contract, your purchase payment(s) will not be refunded. This annuity option is not available in Connecticut or Florida.

³⁵ Period certain can be between 10 and 30 years (non-convertible annuity options only).

³⁶ For qualified contracts, you may not elect a joint and survivor annuity option with a non-spouse joint annuitant who is more than 10 years younger than the owner/annuitant.

³⁷ Period certain for this annuity option is limited to 10 years.

PRODUCT HIGHLIGHTS

<p>Joint and Survivor Life Annuity Options^{33,36} (Non-QLAC contracts)</p>	<p>Non-Convertible</p> <ul style="list-style-type: none"> • Life – Period Certain³⁵ • Life – Cash Refund • Life – Installment Refund • Life – No Refund • Life – Reduction at Death of Either Annuitant – No Refund ($\frac{1}{2}$, $\frac{2}{3}$, $\frac{3}{4}$) • Life – Reduction at Death of Either Annuitant – Period Certain ($\frac{1}{2}$, $\frac{2}{3}$, $\frac{3}{4}$) 	<p>Convertible</p> <ul style="list-style-type: none"> • Life – Period Certain Convertible to Single Life – Period Certain³⁷ • Life – Cash Refund Convertible to Single Life – Cash Refund • Life – Installment Refund Convertible to Single Life – Installment Refund • Life – No Refund Convertible to Single Life – No Refund
<p>QLAC Single and Joint Life Annuity Options</p>	<p>Single Life</p> <ul style="list-style-type: none"> • Life – Cash Refund • Life – No Refund • Life – No Death Benefit³⁸ 	<p>Joint and Survivor Life</p> <ul style="list-style-type: none"> • Life – Cash Refund³⁹
<p>Annuity Date Adjustment Rider⁴⁰ (Not available with all annuity options; exceptions apply in the state of Florida)</p>	<p>The earliest permitted new annuity date is the later of:</p> <ul style="list-style-type: none"> • 13 months after the last purchase payment has been received by MassMutual; or • Five years prior to the original annuity date • For a QLAC, April 2 of the calendar year following the calendar year in which the contract owner attains age 73 	<p>The latest permitted new annuity date is the earliest of:</p> <ul style="list-style-type: none"> • 30 years from the contract issue date; or • Five years after the original annuity date; or • Any annuitant attains age 90; or • For qualified contracts other than Roth IRAs and QLACs: April 1 of the calendar year following the year in which the contract owner attains age 73; or • For a QLAC: The first day of the month following the contract owner's 85th birthday

³⁸ **Single Life – No Death Benefit:** This annuity option does not provide a death benefit – either before or after the annuity date. If you die at any time after MassMutual issues the annuity contract, your purchase payment(s) will not be refunded. This annuity option is not available in Connecticut or Florida.

³⁹ **Joint and Survivor Life – Cash Refund:** This annuity option functions differently for QLACs than it does for other market types if the annuitants are divorced at the time of the owner's death. In the event of a divorce, only an ROP death benefit will be paid, even if annuity payments have begun, unless the former spouse qualifies to be treated as a spouse under QLAC regulations. A joint annuitant/beneficiary who is not a spouse and does not qualify to be treated as a spouse under regulations cannot keep the contract in force upon the owner's death, and continued payments to them as the beneficiary will not be offered, even if they are not more than 10 years younger than the owner/annuitant.

⁴⁰ **Annuity Date Adjustment Rider:** Florida requires that all deferred annuity contracts permit the owner to annuitize the contract any time after 13 months have passed from the contract issue date. For contracts issued in the state of Florida, the annuity date can be accelerated for all annuity options, including the Life – No Refund, the Joint and Survivor – No Refund and the Joint & Survivor Life – No Refund Convertible to Single Life – No Refund. The annuity date can be accelerated to a date that is as early as 13 months following the contract issue date, and is not limited to within five years prior to the annuity date. All other provisions of the Annuity Date Adjustment Rider apply.

PRODUCT HIGHLIGHTS

<p>If you change your original annuity date, the amount of your annuity payment will change.</p>	<ul style="list-style-type: none"> • If the new annuity date is earlier than the original annuity date, your annuity payment generally decreases • If the new annuity date is later than the original annuity date, your annuity payment generally increases <p>MassMutual uses the following factors to calculate your new annuity payment:</p> <ul style="list-style-type: none"> • Your original annuity payment amount • The new annuity date • The Moody's Seasoned Baa Corporate Bond Yield rate at the time we receive your request for an annuity date adjustment. We compare this rate with the Moody's rate that was effective at the time we issued your contract • The Annuity 2012 Mortality Table • An interest rate adjustment of 1.50%. The application of this adjustment will reduce your new annuity payment, whether you accelerate or defer your new annuity date <p>Note: State variations apply; your financial professional can answer any questions you may have.</p>
<p>Annuity Payment Acceleration</p>	<ul style="list-style-type: none"> • Available only with nonqualified contracts that have a monthly annuity payment frequency • May request a lump-sum amount equal to three or six annuity payments • Regular annuity payments must resume before another request can be made • Limited to five requests over life of contract • Annuity payment acceleration is not a liquidity feature
<p>MassMutual Inflation Protector (Optional)</p>	<ul style="list-style-type: none"> • Automatically increases annuity payments by a specified percentage on each anniversary of the annuity date • Must be elected at issue and may not be canceled or changed • Electing this option will reduce the amount of beginning annuity payments • Not available with joint life annuity options that are convertible to the corresponding single life annuity options

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The product and/or certain features may not be available in all states.

MassMutual RetireEase Choice is not a Medicaid-friendly deferred annuity. The use of MassMutual RetireEase Choice in conjunction with Medicaid planning is prohibited.

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