

C Terms & Conditions *continued*

- e. The right to elect any optional mode of settlement permitted by the Policy or allowed by the Company; but the reservation of these rights shall in no way impair the right of the Assignee to surrender the Policy completely with all its incidents or impair any other right of the Assignee hereunder, and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this assignment and to the rights of the Assignee hereunder.
- 5. This assignment is made and the Policy is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned (all of which liabilities secured or to become secured are herein called "Liabilities").
- 6. The Assignee covenants and agrees with the undersigned as follows:
 - a. That any balance of sums received hereunder from the Company remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Assignee to the persons entitled thereto under the terms of the Policy had this assignment not been executed;
 - b. That the assignee will not exercise either the right to surrender the Policy or (except for the purpose of paying premiums) the right to obtain policy loans from the Company, until there has been default in any of the Liabilities or a failure to pay any premium when due, nor until twenty days after the Assignee shall have mailed, by first-class mail, to the undersigned at the addresses last supplied in writing to the Assignee specifically referring to this assignment, notice of intention to exercise such right; and
 - c. That the Assignee will upon request forward without unreasonable delay to the Company the Policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.
- 7. The Company is hereby authorized to recognize the Assignee's claims to rights hereunder without investigating the reason for any action taken by the Assignee, or the validity or the amount of the Liabilities or the existence of any default therein, or the giving of any notice under Paragraph 6(b) or otherwise, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to the Company. Checks for all or any part of the sums payable under the Policy and assigned herein, shall be drawn to the exclusive order of the Assignee if, when, and in such amounts as may be, requested by the Assignee.
- 8. The Assignee shall be under no obligation to pay any premium, or the principal of or interest on any loans or advances on the Policy whether or not obtained by the Assignee, or any other charges on the Policy, but any such amounts so paid by the Assignee from its own funds, shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at a rate fixed by the Assignee from time to time not exceeding 6% per annum.
- 9. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee; but (except as restricted by Paragraph 6(b)) the Assignee may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned, or any of them.
- 10. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or indulgences with respect to the Liabilities, or may apply to the Liabilities in such order as the Assignee shall determine, the proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this assignment, without resorting or regard to other security.
- 11. In the event of any conflict between the provisions of this assignment and provisions of the note or other evidence of any Liability, with respect to the Policy or rights of collateral security therein, the provisions of this assignment shall prevail.
- 12. Each of the undersigned declares that no proceedings in bankruptcy are pending against him/her and that his/her property is not subject to any assignment for the benefit of creditors.

*** Continue to next page for signatures ***

Policy number(s): _____

D Agreements & Signatures ::

Signature of Owner: _____
Printed name: _____ Date: _____
Title (If applicable): _____ Sole Officer
Printed name of Corporation/Partnership/Trust (If applicable): _____

Signature of Additional Owner (If applicable): _____
Printed name: _____ Date: _____
Title (If applicable): _____ Sole Officer
Printed name of Corporation/Partnership/Trust (If applicable): _____

Acknowledgment of Assignment (To be completed by the Company)

The Company hereby acknowledges this assignment on the above captioned policy. The Company assumes no liability for any damages to the assignee resulting from the lapse of the policy.

Affix Corporate Stamp

E Submission Instructions ::

For more information or general questions, use the resources below. Once you have reviewed and completed the form, return all pages for processing. We will only accept responsibility for forms that are submitted as indicated below.

Life		
Phone: 1-800-272-2216 Monday through Friday, 8 a.m. – 8 p.m. Eastern Time	Mail: MassMutual Attention: Life Hub 1295 State Street Springfield, MA 01111-0001	Email: lifefax@MassMutual.com Fax: Attention: Life Hub 1-866-329-4527
Direct to Consumer (Guaranteed Acceptance and Simplified Issue Policies)		
Phone: 1-844-872-2200 Monday through Friday, 9 a.m. – 6 p.m. Eastern Time	Mail: MassMutual Attention: Life Hub 1295 State Street Springfield, MA 01111-0001	Email: DTC@MassMutual.com Fax: Attention: Life Hub 1-866-329-4527

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