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Read and retain this page for your records.

This disclosure provides you with general information that may be relevant to your decision on whether to take a loan against your policy. The terms and conditions of your specific policy control when you can take a loan, how much the loan can be, and what effects such a loan may have on your policy's benefit, values, and premiums. Additionally, policy loan provisions will vary depending upon the type of policy you have and the state law governing the issuance of your policy. The Policy Loan Date (the date from which interest begins accruing) is the date that this request is received in good order at MassMutual's administrative office.

Before requesting a loan, we strongly recommend that you:

- Review the loan provisions of your policy. **If loan interest is not paid when due, it will be added to the principal balance and will bear interest at the rate payable on the loan.**
- Read the discussion of policy loans in the prospectus if the policy is a Variable Life policy.
- Seek the advice of your tax advisor and personal financial representative.
- Obtain a personalized illustration that will demonstrate the impact of a loan on your policy values and benefits.

We strongly recommend that you monitor the status of your policy and review your policy values, benefits and risks with your financial representative at least annually and take the appropriate action necessary to prevent or minimize any possible adverse consequences discussed below. The release of policy values may affect guaranteed and non-guaranteed elements, the face amount, or the surrender value of your policy.

General consequences. A policy loan affects important policy features, benefits, and values as a loan will reduce the death benefit and surrender value by the amount of the loan and any accrued but unpaid interest. **Note:** If your policy is a variable life policy, the portion of the account value equal to the loan is transferred to the loan section of the Guaranteed Principal Account.

If your policy is a VUL GuardSM or SVUL GuardSM, a policy loan may require you at some later date to make substantial premium payments or loan repayments to keep your policy in force. If you elect to take any portion of the loan from the Guaranteed Principal Account (GPA), the policy's Guaranteed Death Benefit (GDB) measure will also be reduced and consequently impact the GDB safety test. If the loan results in a reduction to the GDB measure, your policy will not meet the GDB safety test on the next monthly charge date. Additionally, the GDB premium will increase as a result of the unpaid loans. The portion of the account value equal to the loan is invested in the Guaranteed Principal Account.

Once we have processed the loan request and deducted the proportionate amounts from the investment divisions and/or the guaranteed principal account, we consider the loan effective and outstanding. If after we process the loan request you decide not to cash the check, you may submit a written request to our Administrative Office to repay the loan amount. The loan repayment will be effective on the valuation date the written request is received in good order at our Administrative Office. Loan interest begins to accrue as soon as the loan is effective. Therefore, loan interest will accrue even if the loan check is not cashed. If the LISR/SIPR Rider is attached to your policy, failure to pay loan interest when due may cause recommended and minimum rider premiums to increase. The LISR/SIPR face amount will be reduced if you do

not pay the minimum rider premium. Electing to take a loan when the policy is on the APO strategy may also jeopardize the LISR/SIPR rider.

Potential adverse tax consequences. You may incur a significant income tax liability if your policy terminates before the death of the Insured. Specifically, you will have to include in your taxable income the excess, if any, of the outstanding loan amount (including loan interest due) and any cash distributed over your cost basis in the policy. Cost basis is equal to the sum of the premiums and other considerations paid for the policy less any prior withdrawals that were not subject to income taxation. If your policy carries an outstanding loan, the amount to be included in your taxable income may exceed any cash distribution you receive upon the termination of the policy. You may need to make substantial premium payments or loan repayments to keep your policy in force and to avoid this potential and significant income tax liability.

Warning! If your policy has been designated a Modified Endowment Contract (MEC), any loan you take will be taxable as ordinary income to the extent of the gain in the policy. If you are under age 59½, any taxable gain will incur a 10% penalty in addition to the income tax. If loan interest is not paid when due, it will be added to the principal balance and will be subject to income tax under the same rules.

For Keogh Plans: This loan does not meet the requirements of Code Section 72(p). Proceeds will only be payable to the Owner. If the Owner is an individual (i.e. not a trustee Keogh Plan) it will be reported as a taxable distribution and will not be eligible for rollover to an IRA or another Qualified Plan. If this loan is used to pay premium on or is applied to a policy not owned by a Keogh Plan, it will be reported as a taxable distribution.

Accelerated Death Benefit for Long Term Care Services Rider (LTCR) or Qualified Long Term Care Insurance Rider (QLTCIR). If the LTCR or QLTCIR rider is attached to your policy and there is an outstanding loan at the time a rider benefit payment is to be paid, a pro-rata portion of the benefit payment will be used to reduce the amount of the outstanding loan. A smaller benefit payment will be paid.

Possible Policy termination. Factors that may contribute to the termination of any life insurance policy prior to the death of the insured(s) include but are not limited to the following: (1) the amount of the outstanding policy debt (e.g., if the policy debt is at or near the maximum loan value or debt limit); (2) failure to pay policy premiums and loan interest; and (3) an increase in the policy loan rate if the adjustable policy loan rate is in effect.

Additional factors may contribute to termination of your policy if your policy is a universal or variable universal life policy, such as: (1) investment results, as applicable, that adversely affect your policy's account value; (2) an increase in monthly policy charge rates due to the increasing attained age of the insured; or (3) a high or increased amount of insurance risk which may depend on the Death Benefit Option you have selected and changes in your account value.

For example, your policy will terminate whenever the total policy debt (which includes accrued unpaid interest) equals or exceeds a limit specified in your policy. If this limit is reached, we will send you a notice specifying the amount needed to bring the policy debt back within the limit. If you fail to make the payment in a timely manner, the policy will terminate without value. If the policy is a variable life policy, the debt limit may also be exceeded if the policy value falls below the debt limit due to adverse investment performance of the division of the Separate Account in which the account value is allocated.