

American Landmark 5

OVERVIEW

ISSUE AGES

0–89 (qualified); 0–89 (non-qualified); 0–75 (inherited IRA); 0–75 (inherited non-qualified)

Issue age is the owner's age at last birthday. For joint owners, the oldest age will be used as the issue age. If the owner is a non-natural person, the age of the eldest annuitant will be treated as the age of the owner for all purposes under this contract.

In Texas, contracts can only be issued up to age 86.

PURCHASE PAYMENTS

This product accepts a single purchase payment for non-qualified, traditional 403(b), Roth 403(b), traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Inherited IRA, Inherited non-qualified and 457 plan funds. Additional purchase payments allowed during the first year of the contract only. Terms begin only on the 6th and 20th of each month. Purchase payments received prior to the beginning of a term will be held in the purchase payment account until the beginning of the next term. Additional purchase payments have their own interest crediting terms.

Minimum: Initial purchase payment: \$10,000; additional purchase payments: \$2,000

Maximum (without prior approval): \$2 million for ages 0-75; \$1 million for ages 76+

Maximums apply to the total purchase payments made to all annuities from MassMutual Ascend with the same owners or the same annuitants.

EXTENDED CARE WAIVER RIDER

To help ease the strain of certain unforeseen events, an extended care waiver rider is available for no additional charge. If the owner is confined to a nursing home or long-term care facility, then after the first contract year up to 100% of the account value may be withdrawn without incurring an early withdrawal charge or MVA. The confinement must have begun after the contract effective date and must continue for at least 90 consecutive days after the later of the first contract anniversary or the first date of confinement.

Not available in Massachusetts. In California, the Extended Care Waiver Rider has been replaced with the Waiver of Early Withdrawal Charges for Facility Care or Home Care or Community-Based Services Rider, which provides for a waiver of early withdrawal charges under an expanded variety of circumstances.

TERMINAL ILLNESS WAIVER RIDER

If the owner is diagnosed with a terminal illness, then after the first contract year up to 100% of the account value may be withdrawn without incurring an early withdrawal charge or MVA. The first diagnosis of terminal illness must be after the contract effective date. A terminal illness is defined as an illness having a prognosis of survival of 12 months or less, or any longer period as required by state law.

This waiver may be used only once. Not available in Massachusetts.

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INTEREST STRATEGIES

Upon issue, the owner selects from two types of interest strategies: a **declared rate strategy** and **indexed strategies**. At the end of each term, the owner has the opportunity to transfer funds among the available interest strategies. To transfer funds, the owner must submit a strategy selection form at least one day before the new term begins. Unless the owner transfers funds at the end of a term, funds are automatically applied to the same strategy for the next term. Available strategies are subject to change at any time for new sales.

UPSIDE POTENTIAL FACTORS: CAPS, UPSIDE PARTICIPATION RATES AND TRIGGER RATES

The value of an indexed strategy will increase if there is a positive change in the applicable index value during a term, and in some cases, when there is no change in the applicable index value during a term. Indexed strategy value increases are subject to the following upside potential factors: caps, upside participation rates and trigger rates.

A **cap** is the largest positive index change at the end of a term that is taken into account to determine a gain.

An **upside participation rate** is the percentage of any positive index change at the end of a term that is taken into account to determine a gain.

For strategies with an upside participation rate and cap, any positive index change for the term is first subject to an upside participation rate, and then the result is subject to a cap. For some terms, this strategy may be uncapped, which means that the positive index change for the term would only be subject to the applicable upside participation rate.

A **trigger rate** is the interest rate that will be credited for a term when index performance is positive or level for that term.

Before the end of a term, caps, upside participation rates, trigger rates and index changes are reflected in the option values used to calculate increases in strategy values. We can change the cap, upside participation rate or trigger rate for each new term of an indexed strategy.

TERM

- A term is the period over which interest is calculated for an indexed strategy. Indexed strategies available on this product offer either one-year or five-year terms. Clients may reallocate funds among available strategies at the end of each one-year or five-year term.
- The S&P 500 5-Year Cap Lock Annual Point-To-Point strategy has a five-year term. The cap is locked in for the entire five-year term. This strategy may only be selected during the first contract year. At the end of the five-year term, funds held in the strategy are automatically applied to the S&P 500 1-year strategy, unless clients elect otherwise.
- The First Trust Barclays Edge Index 1-Year Point-To-Point with 5-Year Cap Lock strategy has five one-year terms. The cap is locked in for all five one-year terms. This strategy may only be selected during the first contract year. At the end of each one-year term, the ending value of this strategy may be applied to a new term of this strategy. No other amounts may be applied. At the end of each one-year term, clients may also reallocate funds held in this strategy among other available strategies. Funds held in the strategy at the end of the fifth one-year term are automatically applied to the First Trust Barclays Edge Index 1-year point-to-point with cap strategy unless clients elect otherwise.
- All other strategies have one-year terms.
- Interest, if any, is credited on the last day of each term year on all indexed strategies.

INTEREST RATES

Purchase payment account interest rate: Interest is credited daily on amounts held in this account based on an applicable interest rate. This interest rate is guaranteed to be at least equal to the guaranteed minimum interest rate set out in the contract.

Declared interest rate: Interest is credited daily on amounts held under a declared rate strategy based on the applicable declared interest rate. The current declared interest rate will not change during the strategy's term and is guaranteed to never be below the guaranteed minimum interest rate set out in the contract.

INTEREST RATES CONTINUED

Indexed interest rate: Indexed strategies linked to the S&P 500®(SPX), S&P 500 Risk Control 10% Index (SPXAV10P), S&P U.S. Retiree Spending Index (SPRETIRE), and iShares U.S. Real Estate ETF (IYR) provide returns based, in part, on the change in the price of the applicable Index or ETF. The price does not include dividends that might be paid on the underlying investments of the Index or ETF.

Indexed strategies linked to the First Trust Barclays Edge Index (FTEDGE7) provide returns based, in part, on the change in the price of the Index. The price change includes dividends that might be paid on components of the Index.

Indexed strategies include:

- S&P 500® 1-year point-to-point with cap
- S&P 500® 1-year point-to-point with performance trigger
- S&P 500® 5-year cap lock annual point-to-point
- S&P 500 Risk Control 1-year point-to-point with participation rate
- S&P U.S. Retiree Spending 1-year point-to-point with participation rate
- iShares U.S. Real Estate 1-year point-to-point with cap
- First Trust Barclays Edge Index 1-year point-to-point with cap
- First Trust Barclays Edge Index 1-year point-to-point with 5-year cap lock

Point-to-point indexed strategy: The indexed interest rate for a term year is determined by comparing the index value on the last day of that term year to the value on the first day of that term year. The indexed interest rate for that term year equals the index change, up to the cap or multiplied by the participation rate. The indexed interest rate will never be less than 0%.

Available strategies may vary by state and by distribution.

ACCOUNT VALUE

The account value equals the sum of the following values:

Purchase payment account value: The purchase payment account value equals the purchase payments received, less amounts applied to an interest strategy, less withdrawals and applicable early withdrawal charges, plus or minus applicable MVAs, plus interest credited, and less any applicable premium tax or other applicable tax.

Declared rate strategy value: A declared rate strategy value equals the amount applied to the declared rate strategy, less withdrawals and applicable early withdrawal charges, plus or minus applicable MVAs and plus interest credited at the declared interest rate.

Interest strategy value: An interest strategy value equals the amount applied to that strategy, less withdrawals and applicable early withdrawal charges, plus or minus applicable MVAs, and plus indexed interest credited.

SURRENDER VALUE

The surrender value equals the greater of the account value adjusted for any MVA and less any early withdrawal changes or the guaranteed minimum surrender value.

GUARANTEED MINIMUM SURRENDER VALUE (GMSV)

The GMSV equals 87.5% of purchase payments, plus interest credited daily at a minimum guaranteed rate, less withdrawals, not including amounts applied to pay early withdrawal charges or negative MVAs. The GMSV will not be less than the minimum values required by each state.

FEES

There are no up-front sales charges or fees.

EARLY WITHDRAWAL CHARGES

An early withdrawal charge is applied to surrenders and withdrawals for the first five contract years.

CONTRACT YEAR	1	2	3	4	5	6+
EARLY WITHDRAWAL CHARGE	9%	8%	7%	6%	5%	0%

MARKET VALUE ADJUSTMENT (MVA)

During the first five contract years, a market value adjustment (or MVA) will apply if the contract is surrendered or a withdrawal above the free withdrawal allowance is taken.

An MVA is an adjustment to the contract values based on how market interest rates have changed since a given purchase payment was first applied to an interest strategy. If interest rates have been fairly steady or have gone up, the adjustment will be negative and may decrease contract values. If interest rates have gone down, the adjustment may be positive and may increase contract values. The amount subject to the adjustment is the portion of the account value withdrawn after the 10% free withdrawal allowance. This amount is then multiplied by the MVA factor.

A positive MVA will never be more than the early withdrawal charge that would apply to the withdrawal or surrender. A negative MVA, together with the early withdrawal charge, will never reduce the account value by more than an amount equal to two times that charge.

FREE WITHDRAWAL ALLOWANCE

During the first contract year, 10% of the purchase payments may be withdrawn without an early withdrawal charge or MVA. After the first contract year, 10% of the account value on the most recent contract anniversary may be withdrawn without an early withdrawal charge or MVA. The sum of all previous withdrawals during the same contract year will be subtracted to determine the amount available. This free withdrawal allowance is not cumulative, and unused amounts do not carry over to the next contract year.

WITHDRAWALS

Withdrawals are allowed any time prior to the annuity payout initiation date. All withdrawals are subject to IRS regulations, early withdrawal charges and MVAs. Withdrawals will be taken first from amounts applied to the purchase payment account, then from the declared rate strategy, then from the other interest strategy(ies) with the shortest term. If there are multiple interest strategies that meet that criterion, withdrawals will be taken proportionally from all interest strategies with the shortest term. Amounts withdrawn from an indexed strategy prior to the end of a term year will not be credited with interest.

Minimum withdrawal: \$500;

Minimum account value following withdrawal: \$5,000

**EASY SYSTEMATIC
PAYMENT (ESP)
PROGRAM (NON-
CONTRACTUAL)**

The fixed dollar and RMD options are available. Refer to the Terms and Conditions section of the applicable ESP program election agreement form for eligibility requirements. ESP payments reduce the amount available under the free withdrawal allowance. Indexed interest is credited only at the end of a term year. Amounts withdrawn under the ESP program before the end of a term year will not earn any indexed interest.

**PAYOUT
OPTIONS**

The following options are available following the first contract year: fixed period payout, life payout or life payout with payments for at least a fixed period, and joint and one-half survivor payout.

**DEATH
BENEFIT**

The death benefit amount is based on the greater of the account value or the GMSV. A death benefit is payable if the owner dies before annuitization or surrender. A spouse who is the surviving joint owner or sole surviving beneficiary may become the successor owner.

STATE VARIATIONS

Refer to State Approval Chart for non-MVA states.

New Jersey: The GMSV equals 90% of purchase payments, plus interest credited daily at a minimum guaranteed rate, less withdrawals, not including amounts applied to pay early withdrawal charges or negative MVAs.

Texas: Contracts can only be issued up to age 86.

The S&P 500 Risk Control 10% Index refers to the S&P 500 Average Daily Risk Control 10% Price Return Index. For more information, visit US.SPIndices.com and search keyword SPXAV10P. For more information on the S&P U.S. Retiree Spending Index, visit US.SPindices.com and search keyword SPRETIRE. For more information on the iShares U.S. Real Estate ETF, visit iShares.com and search ticker symbol IYR.

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