

SERFF Tracking Number: MASS-127299900 State: Arkansas  
 Filing Company: C.M. Life Insurance Company State Tracking Number: 49316  
 Company Tracking Number: TSA CM PRODS 2011  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: TSA CM Prods 2011  
 Project Name/Number: TSA CM Prods 2011 /TSA CM Prods 2011

## Filing at a Glance

Company: C.M. Life Insurance Company

Product Name: TSA CM Prods 2011

SERFF Tr Num: MASS-127299900 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non-  
 Variable and Variable

SERFF Status: Closed-Approved- State Tr Num: 49316  
 Closed

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: TSA CM PRODS 2011 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Diane Decoteau, Mary  
 Ellen Smith, Amie Clark

Disposition Date: 07/19/2011

Date Submitted: 07/15/2011

Disposition Status: Approved-  
 Closed

Implementation Date Requested: 12/02/2011

Implementation Date:

State Filing Description:

## General Information

Project Name: TSA CM Prods 2011

Status of Filing in Domicile: Pending

Project Number: TSA CM Prods 2011

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 07/19/2011

State Status Changed: 07/19/2011

Deemer Date:

Created By: Diane Decoteau

Submitted By: Amie Clark

Corresponding Filing Tracking Number:

Filing Description:

RE: C. M. Life Insurance Company NAIC #93432; Group #854; TIN #06-1041383

Form #TSA NON ERISA CM 11 - Non-ERISA Tax-Sheltered Annuity Endorsement

Form #TSA ERISA CM 11 - ERISA Tax-Sheltered Annuity Endorsement

Form #TSA NON ERISA PASSPREM 11 - Non-ERISA Tax-Sheltered Annuity  
 Endorsement

Form #TSA NON ERISA ODY 11- Non-ERISA Tax-Sheltered Annuity Endorsement

Form #TSAPANP 11 - Tax-Sheltered Annuity Endorsement

Form #MULOAN ERISA 11 - Contract Loan Endorsement

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**Form #MULONANON ERISA 11 - Contract Loan Endorsement**

The captioned endorsements for use with our fixed and variable annuity contracts/certificates are submitted for your approval.

The 403(b) retirement plan regulations require all plan sponsors to establish written plans which describe the specific plan rules, including the issuer contracts that are approved by the plan. In addition, the plan sponsor is responsible for ensuring that all plan rules are followed either directly, or through a third party.

These endorsements comply with 403(b) by reflecting the existence of a written plan document, as well as the fact that most transactions require plan sponsor approval.

The only material that is bracketed as variable information are the signatures and titles of the signing officers to allow for future modification on a non-discriminatory basis.

Since the forms contain technical IRS requirements and may be used for products registered with the Securities and Exchange Commission, we believe they are exempt from state-mandated policy language simplification requirements.

At some point in the future, our Company may decide to change the policy print system that currently generates the above referenced policy forms. In this event, it is our understanding that certain print functions pertaining to a new policy print system may slightly alter the appearance but not the text of the policy forms.

If you have any questions regarding this filing, please call me at 1-800-234-5606, ext. 24866. We would appreciate approval of these forms at your earliest convenience.

## **Company and Contact**

### **Filing Contact Information**

Amie Clark, Compliance Analyst amieclark@massmutual.com  
1295 State Street 800-234-5606 [Phone] 24866 [Ext]  
M252  
Springfield, MA 01111-0001

### **Filing Company Information**

C.M. Life Insurance Company CoCode: 93432 State of Domicile: Connecticut  
100 Bright Meadow Blvd. Group Code: 435 Company Type:  
M381 Group Name: State ID Number:

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Enfield, CT 06082 FEIN Number: 06-1041383  
(800) 767-1000 ext. [Phone]

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**Filing Fees**

Fee Required? Yes  
Fee Amount: \$350.00  
Retaliatory? No  
Fee Explanation: Our state of domicile does not require a filing fee, therefore we are submitting AR's fee of \$50.00 for each endorsement. \$50/form x 7 forms = \$350.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
C.M. Life Insurance Company	\$350.00	07/15/2011	49818888





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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form (revised)	Non-ERISA Tax-Sheltered Annuity Endorsement		Yes
Form	ERISA Tax-Sheltered Annuity Endorsement		Yes
Form	Non-ERISA Tax-Sheltered Annuity Endorsement		Yes
Form	Non-ERISA Tax-Sheltered Annuity Endorsement		Yes
Form	Tax-Sheltered Annuity Endorsement		Yes
Form	Contract Loan Endorsement		Yes
Form	Contract Loan Endorsement		Yes
Form	Non-ERISA Tax-Sheltered Annuity Endorsement	Replaced	Yes

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**Amendment Letter**

Submitted Date: 07/15/2011

**Comments:**

We posted a revised TSA NON ERISA CM 11 endorsement with the typographical error in the form number in the lower left-hand corner corrected to read "11" rather than "01".

We apologize for any inconvenience this error may have caused you.

Thank you,  
 Amie Clark

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
TSA NON ERISA CM 11	Policy/Contr act/Fraternal Tax-Certificate: Sheltered Amendment, Annuity Insert Page, Endorsemen t or Rider	Non-ERISA Tax- Sheltered Endorsemen t	Initial					TSA NON ERISA CM 11.pdf

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## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	TSA NON ERISA CM 11	Policy/Cont	Non-ERISA Tax-Sheltered Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			TSA NON ERISA CM 11.pdf
	TSA ERISA CM 11	Policy/Cont	ERISA Tax-Sheltered Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			TSA ERISA CM 11.pdf
	TSA NON ERISA PASSPREM 11	Policy/Cont	Non-ERISA Tax-Sheltered Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			TSA NON ERISA PASSPREM 11.pdf
	TSA NON ERISA ODY 11	Policy/Cont	Non-ERISA Tax-Sheltered Annuity Endorsement	Initial			TSA NON ERISA ODY 11.pdf

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Certificate:

Amendmen  
 t, Insert  
 Page,  
 Endorseme  
 nt or Rider

TSAPANP 11	Policy/Cont Tax-Sheltered ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	TSAPANP 11.pdf
MULOAN ERISA 11	Policy/Cont Contract Loan ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	MULOAN ERISA 11.pdf
MULOAN NON ERISA 11	Policy/Cont Contract Loan ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	MULOAN NON ERISA 11.pdf

**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT**

The Contract to which this Endorsement is attached is issued as a Tax-Sheltered Annuity (TSA) under Section 403(b) of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (I.R.C.). The Contract is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). All provisions of the Contract and this Endorsement shall be interpreted in accordance with qualification as a TSA. All Contract Owner and beneficiary requests and elections in connection with the Contract must be timely made in a form and manner acceptable to the Company. Where appropriate, the word "Certificate" shall be substituted for the word "Contract," and the word "Participant" shall be substituted for the word "Owner" or "Contract Owner". The effective date of this Endorsement is the Issue Date shown on the Contract Schedule. If this Endorsement is replacing an existing TSA Endorsement, this Endorsement is effective as of the date of the replacement.

- (1) The interest of the Contract Owner is nontransferable within the meaning of I.R.C. Section 401(g) and, except as permitted by federal tax law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan (other than a loan described in Section (3) of this Endorsement) or as security for the performance of any obligation or for any other purpose, to any person other than to the Company.
- (2) Any distribution from the Contract may be made only if permitted under the terms of the Contract Owner's TSA plan. Additionally, any amounts in the Contract attributable to contributions made after December 31, 1988, pursuant to a salary reduction agreement and the earnings on such contributions and on amounts held on December 31, 1988, shall not be distributed unless the Contract Owner has reached age 59 1/2 separated from service (or, if after 12/31/01, has a severance from employment), died, become disabled (within the meaning of I.R.C. Section 72(m)(7), or incurred a hardship (in accordance with I.R.C. Section 403(b)(11) and as provided by the Company); provided, that amounts permitted to be distributed in the event of hardship shall be limited to actual salary reduction contributions (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by I.R.C. Section 414(p).

Any distribution of Purchase Payments made attributable to employer contributions into contracts issued after 12/31/08 are subject to the Contract Owner's specific TSA plan requirements.

- (3) Any loan under the Contract may only be made if permitted under the terms of the Contract Owner's specific TSA plan. If loans are permitted under the TSA plan, any loan under the Contract will be subject to the requirements of I.R.C. Section 72(p) and applicable regulations.
- (4) The Contract Owner's entire interest in this Contract shall be distributed as required under I.R.C. Section 403(b)(10), including the requirement that payments to persons other than the Contract Owner are incidental.

Except as otherwise provided by federal tax law, the term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Contract Owner attains age 70½; (2) the calendar year in which the Contract Owner retires; or (3) such later date to the extent permitted by law. However, except in the case of a Contract Owner whose interest in this Contract is on account of his or her participation in a

governmental plan (as defined in I.R.C. Section 414(d) or church plan (as defined in I.R.C. Section 401(a)(9)(C)), for a Contract Owner who is a 5-percent owner (as defined in I.R.C. Section 416) of the organization described in Section (13) of this Endorsement with respect to the plan year ending in the calendar year in which the Contract Owner attains age 70½, the required beginning date means April 1 of the calendar year following the calendar year in which the Contract Owner attains age 70½.

Unless otherwise permitted under applicable federal tax law, the Contract Owner's entire interest in this Contract will be distributed, or commence to be distributed, no later than the required beginning date, over (a) the life of the Contract Owner or the lives of the Contract Owner and his or her designated beneficiary (within the meaning of I.R.C. Section 401(a)(9)), or (b) a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor expectancy of the Contract Owner and his or her designated beneficiary, as required by law.

If the Contract Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be made in accordance with the requirements of I.R.C. Section 401(a)(9), including the incidental death benefit requirements of I.R.C. Section 401(a)(9)(G), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations, or any successor provision, as required by I.R.C. Section 403(b)(10).

- (5) Life expectancies will be calculated in accordance with the applicable requirements of the federal tax law, and will be computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations, or subsequently issued successor tables. Life expectancies will not be recalculated after the Annuity Date. In other cases, life expectancies will not be recalculated except as permitted by law.
- (6) Direct transfers to another contract qualifying under I.R.C. Section 403(b) or to a custodial account qualifying under I.R.C. Section 403(b)(7) may be made only if permitted by the Contract Owner's TSA plan and applicable federal tax law. To the extent provided by federal tax law, amounts subject to distribution restrictions under the I.R.C. may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in I.R.C. Section 414(d) as provided in I.R.C. 403(b)(13).
- (7) A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an "eligible rollover distribution" paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

A distributee, within the meaning of this Section (7), includes a Contract Owner or a Contract Owner who is a former employee of an organization described in I.R.C. Section 403(b)(1)(A). In addition, the Contract Owner's surviving spouse and the Contract Owner's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order (as defined in I.R.C. Section 414(p)) are distributees within the meaning of this Section (7) with regard to the interest of the spouse or former spouse.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and survivor

expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under I.R.C. Section 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (4) any hardship distribution described in I.R.C. Section 403(b)(11) or I.R.C. Section 403(b)(7)(A)(ii) made to the Contract Owner after 1998; and (5) any other distribution(s), or portions thereof, to the extent provided under published federal income tax guidance.

To the extent permitted by Federal tax law, a portion of a distribution shall not fail to be an eligible rollover distribution for purposes of this Section (7) merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such after-tax portion may be transferred only to an eligible retirement plan that is permitted by law to accept such contributions. If required by law, the receiving plan must agree to separately account for amounts so transferred, including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not so includible. Also, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the Contract Owner may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

An eligible retirement plan is an annuity described in I.R.C. Section 403(b), an individual retirement account described in I.R.C. Section 408(a), an individual retirement annuity described in I.R.C. Section 408(b), a qualified plan under I.R.C. Sections 401(a) or 403(a) and an eligible plan under I.R.C. Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Contract. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in I.R.C. Section 414(p).

A direct rollover is a payment by the Company to the eligible retirement plan specified by the distributee. All eligible rollover distributions shall be made in accordance with the requirements of I.R.C. Sections 403(b)(8), 403(b)(10), and 401(a)(31) applicable to TSAs. This Section (7) applies to all eligible rollover distributions made after December 31, 1992.

- (8) The provisions of this Endorsement reflecting the requirements of I.R.C. Sections 401(a)(9) and 403(b)(10) override any payment option, Settlement Option, or annuity option which is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Q&A-3 of Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

Payments must be made in periodic intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in applicable federal tax law.

All Payments made under a joint and survivor option after the Contract Owner's death while the joint annuitant is alive must be made to the joint annuitant. A joint and last survivor annuity option providing periodic payments to the surviving Annuitant that are the same amount as the periodic payments made during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 10 years

younger than the Contract Owner. In addition, a joint and two-thirds survivor annuity option providing periodic payments to the surviving Annuitant computed on the basis of two-thirds of the annuity payment (or units) in effect during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 24 years younger than the Contract Owner.

- (9) Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies after distribution of his or her interest in the Contract has begun, the remaining portion of such interest (if any) will be distributed at least as rapidly as under the method of distributions being used as of the date of the Contract Owner's death.

Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies before distribution of his or her interest in the Contract has begun, the Owner's entire interest will be distributed in accordance with one of the following three provisions:

- (a) The Contract Owner's entire interest in the Contract will be distributed by December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, unless the designated beneficiary elects to receive the entire interest under (b) or (c) below.
- (b) If the Contract Owner's interest is payable to a designated beneficiary, except as provided in (c) below, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Contract Owner died. Such election by the designated beneficiary must be irrevocable and must be made no later than December 31 of the calendar year immediately following the calendar year in which the Contract Owner died.
- (c) If the designated beneficiary in (b) above is the Contract Owner's surviving spouse, the surviving spouse may elect to receive the entire interest in equal or substantially equal payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of (i) December 31 of the calendar year immediately following the calendar year in which the Contract Owner died, or (ii) December 31 of the calendar year in which the Contract Owner would have attained age 70 1/2. Such election by the surviving spouse must be irrevocable and must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before distributions begin, the limitations of this Section (9) (without regard to this subsection (c)) will be applied as if the surviving spouse were the Contract Owner.

Distributions under this Section (9) are considered to have begun if distributions are made on account of the Contract Owner reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to the Contract Owner over a period permitted and in an annuity form acceptable under I.R.C. Section 401(a)(9).

- (10) Purchase Payments to the Contract may be made only to the extent (i) such payments are permitted under the Contract Owner's TSA plan and (ii) the Company and the Contract are

approved to receive contributions under the TSA plan or relevant information sharing agreement. Additionally, Purchase Payments must be made by an organization described in I.R.C. Section 403(b)(1)(A), except in the case of a rollover contribution under I.R.C. Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), or a nontaxable TSA exchange from another contract qualifying under I.R.C. Section 403(b) or a custodial account qualifying under I.R.C. Section 403(b)(7). Purchase Payments made pursuant to a Salary Reduction Agreement shall be limited to the extent provided in I.R.C. Section 402(g), except as permitted under I.R.C. Section 414(v), if applicable. Purchase Payments must not exceed the limitations on contributions under I.R.C. Sections 403(b)(2) and 415, as applicable. To the extent Purchase Payments are in excess of the amounts permitted under I.R.C. Sections 402(g), 415, 403(b), or 414(v), if applicable, the Company may distribute amounts equal to such excess as permitted by applicable law and directed by the Contract Owner or TSA plan.

- (11) The provisions of this Contract will be conformed, if necessary, to assure that this Contract remains a TSA under I.R.C. Section 403(b) and applicable regulations, as amended from time to time.
- (12) Joint or Contingent Owners are not permitted under this Contract.
- (13) The Contract Owner and the Annuitant must be the same person and must be an employee (or former employee) of an organization described in I.R.C. Section 403(b)(1)(A) and for whose benefit the organization established an annuity program under I.R.C. Section 403(b). The Contract Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal tax law. Except as permitted under Section (7) of this Endorsement, all distributions made while the Contract Owner is alive must be made to the Contract Owner.
- (14) The cost of insurance and method of calculating Purchase Payments and benefits under the Contract are to be based on unisex rates. All references to sex (with regard to rates and benefits) in the Contract are deleted.
- (15) The Contract is subject to the terms of the Contract Owner's TSA plan, provided the terms of the TSA plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Contract issuer or its affiliates greater than those set forth in the Contract or in any written agreement between the employer and the issuer or its affiliates. Notwithstanding the foregoing, in the event of a conflict between the terms of this Contract and any other terms of the TSA plan, such other terms of the TSA plan shall govern if necessary to ensure compliance with I.R.C. Section 403(b).

Signed for C.M. Life Insurance Company by:

[ *Christine C. Peaslee* ] [ *My W. [Signature]* ]

[SECRETARY]

[PRESIDENT]

**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**ERISA TAX-SHELTERED ANNUITY ENDORSEMENT**

The Contract to which this Endorsement is attached is issued as a Tax-Sheltered Annuity (TSA) under Section 403(b) of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (I.R.C.). The Contract is also subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). All provisions of the Contract and this Endorsement shall be interpreted in accordance with qualification as a TSA. All Contract Owner and beneficiary requests and elections in connection with the Contract must be timely made in a form and manner acceptable to the Company. Where appropriate, the word "Certificate" shall be substituted for the word "Contract," and the word "Participant" shall be substituted for the word "Owner" or "Contract Owner". The effective date of this Endorsement is the Issue Date shown on the Contract Schedule. If this Endorsement is replacing an existing TSA Endorsement, this Endorsement is effective as of the date of the replacement.

- (1) The interest of the Contract Owner is nontransferable within the meaning of I.R.C. Section 401(g) and, except as permitted by federal tax law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan (other than a loan described in Section (4) of this Endorsement) or as security for the performance of any obligation or for any other purpose, to any person other than to the Company.
- (2) Any distribution from the Contract may only be made if permitted under the terms of the Contract owner's TSA plan. Additionally, any amounts in the Contract attributable to contributions made after December 31, 1988, pursuant to a salary reduction agreement and the earnings on such contributions and on amounts held on December 31, 1988, shall not be distributed unless the Contract Owner has reached age 59 1/2, separated from service (or, if after 12/31/01, has a severance from employment), died, become disabled (within the meaning of I.R.C. Section 72(m)(7), or incurred a hardship (in accordance with I.R.C. Section 403(b)(11) and as provided by the Company); provided, that amounts permitted to be distributed in the event of hardship shall be limited to actual salary reduction contributions (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by I.R.C. Section 414(p).

Any distribution of Purchase Payments made attributable to employer contributions into a contract issued after 12/31/09 are subject to the contract owner's specific TSA plan requirements.

- (3) In addition to the distribution restrictions above, if the Contract Owner is married, the notarized written consent of the Contract Owner's spouse is required within 90 days prior to the date any distribution is made from this Contract. The Company must receive written notice of any change in the Contract Owner's marital status.
- (4) Any loan under the Contract may only be made if permitted under the terms of the contract owner's specific TSA plan. If loans are permitted under the TSA plan, any loan under the contract will be subject to the requirements of I.R.C. Section 72(p) and applicable regulations, as well as ERISA requirements.
- (5) The Contract Owner's entire interest in this Contract shall be distributed as required under I.R.C. Section 403(b)(10), including the requirement that payments to persons other than the Contract Owner are incidental.

Except as otherwise provided by federal tax law, the term “required beginning date” as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Contract Owner attains age 70 1/2; (2) the calendar year in which the Contract Owner retires; or (3) such later date to the extent permitted by law. However, except in the case of a Contract Owner whose interest in this Contract is on account of his or her participation in a governmental plan (as defined in I.R.C. Section 414(d) or church plan (as defined in I.R.C. Section 401(a)(9)(C)), for a Contract Owner who is a 5-percent owner (as defined in I.R.C. Section 416) of the organization described in Section (15) of this Endorsement with respect to the plan year ending in the calendar year in which the Contract Owner attains age 70 1/2, the required beginning date means April 1 of the calendar year following the calendar year in which the Contract Owner attains age 70 1/2.

Unless otherwise permitted under applicable federal tax law, the Contract Owner’s entire interest in this Contract will be distributed, or commence to be distributed, no later than the required beginning date, over (a) the life of the Contract Owner or the lives of the Contract Owner and his or her designated beneficiary (within the meaning of I.R.C. Section 401(a)(9)), or (b) a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor expectancy of the Contract Owner and his or her designated beneficiary, as required by law.

If the Contract Owner’s interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be made in accordance with the requirements of I.R.C. Section 401(a)(9), including the incidental death benefit requirements of I.R.C. Section 401(a)(9)(G), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Income Tax Regulations, or any successor provision, as required by I.R.C. Section 403(b)(10).

- (6) If the Contract Owner is married, the Contract Owner’s spouse is the Contract beneficiary. However, with written spousal consent, another beneficiary may be designated. If the spouse is not living at the time of the Contract Owner’s death, the Contract Owner’s estate shall be the beneficiary except as otherwise elected.
- (7) Life expectancies will be calculated in accordance with the applicable requirements of the federal tax law, and will be computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations, or subsequently issued successor tables. Life expectancies will not be recalculated after the date values are applied to provide annuity payments. In other cases, life expectancies will not be recalculated except as permitted by law.
- (8) Direct transfers to another contract qualifying under I.R.C. Section 403(b) or to a custodial account qualifying under I.R.C. Section 403(b)(7) may be made only if permitted by the contract owner’s TSA plan and applicable federal tax law. To the extent provided by federal tax law, amounts subject to distribution restrictions under the I.R.C. may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in I.R.C. Section 414(d) as provided in I.R.C. 403(b)(13).
- (9) A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an “eligible rollover distribution” paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

A distributee, within the meaning of this Section (9), includes a Contract Owner or a Contract Owner who is a former employee of an organization described in I.R.C. Section 403(b)(1)(A). In addition, the Contract Owner's surviving spouse and the Contract Owner's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order (as defined in I.R.C. Section 414(p)) are distributees within the meaning of this Section (9) with regard to the interest of the spouse or former spouse.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and survivor expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under I.R.C. Section 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (4) any hardship distribution described in I.R.C. Section 403(b)(11) or I.R.C. Section 403(b)(7)(A)(ii) made to the Contract Owner after 1998; and (5) any other distribution(s), or portions thereof, to the extent provided under published federal income tax guidance.

To the extent permitted by Federal tax law, a portion of a distribution shall not fail to be an eligible rollover distribution for purposes of this Section (7) merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such after-tax portion may be transferred only to an eligible retirement plan that is permitted by law to accept such contributions. If required by law, the receiving plan must agree to separately account for amounts so transferred, including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not so includible. Also, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the Contract Owner may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

An eligible retirement plan is an annuity described in I.R.C. Section 403(b), an individual retirement account described in I.R.C. Section 408(a), an individual retirement annuity described in I.R.C. Section 408(b), a qualified plan under I.R.C. Sections 401(a) or 403(a) and an eligible plan under I.R.C. Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Contract. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in I.R.C. Section 414(p).

A direct rollover is a payment by the Company to the eligible retirement plan specified by the distributee. All eligible rollover distributions shall be made in accordance with the requirements of I.R.C. Sections 403(b)(8), 403(b)(10), and 401(a)(31) applicable to TSAs. This Section (9) applies to all eligible rollover distributions made after December 31, 1992.

- (10) The provisions of this Endorsement reflecting the requirements of I.R.C. Sections 401(a)(9) and 403(b)(10) override any payment option, Settlement Option, or annuity option which is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Q&A-3 of Section

1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

Payments must be made in periodic intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in applicable federal tax law.

All Payments made under a joint and survivor option after the Contract Owner's death while the joint annuitant is alive must be made to the joint annuitant. A joint and last survivor annuity option providing periodic payments to the surviving Annuitant that are the same amount as the periodic payments made during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 10 years younger than the Contract Owner. In addition, a joint and two-thirds survivor annuity option providing periodic payments to the surviving Annuitant computed on the basis of two-thirds of the annuity payment (or units) in effect during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 24 years younger than the Contract Owner.

- (11) Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies after distribution of his or her interest in the Contract has begun, the remaining portion of such interest (if any) will be distributed at least as rapidly as under the method of distributions being used as of the date of the Contract Owner's death.

Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies before distribution of his or her interest in the Contract has begun, the Owner's entire interest will be distributed in accordance with one of the following three provisions:

- (a) The Contract Owner's entire interest in the Contract will be distributed by December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, unless the designated beneficiary elects to receive the entire interest under (b) or (c) below.
- (b) If the Contract Owner's interest is payable to a designated beneficiary, except as provided in (c) below, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Contract Owner died. Such election by the designated beneficiary must be irrevocable and must be made no later than December 31 of the calendar year immediately following the calendar year in which the Contract Owner died.
- (c) If the designated beneficiary in (b) above is the Contract Owner's surviving spouse, the surviving spouse may elect to receive the entire interest in equal or substantially equal payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of (i) December 31 of the calendar year immediately following the calendar year in which the Contract Owner died, or (ii) December 31 of the calendar year in which the Contract Owner would have attained age 70 1/2. Such election by the surviving spouse must be irrevocable and must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before distributions begin, the limitations of this Section (11) (without regard to this subsection (c)) will be applied as if the surviving spouse were the Contract Owner.

Distributions under this Section (11) are considered to have begun if distributions are made on account of the Contract Owner reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to the Contract Owner over a period permitted and in an annuity form acceptable under I.R.C. Section 401(a)(9).

If the Contract Owner dies before the Annuity Date and is married on the date of death, distribution of the death benefit will be made to the surviving spouse under the fixed income form of Option B, except as otherwise elected with spousal consent on or after the first day of the calendar year in which the Contract Owner attained age 35.

- (12) Purchase Payments to the Contract may be made only to the extent (i) such payments are permitted under the Contract Owner's TSA plan and (ii) the Company and the Contract are approved to receive contributions under the TSA plan or relevant information sharing agreement. Additionally, purchase Payments must be made by an organization described in I.R.C. Section 403(b)(1)(A), except in the case of a rollover contribution under I.R.C. Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), or a nontaxable TSA exchange from another contract qualifying under I.R.C. Section 403(b) or a custodial account qualifying under I.R.C. Section 403(b)(7). Purchase Payments made pursuant to a Salary Reduction Agreement shall be limited to the extent provided in I.R.C. Section 402(g), except as permitted under I.R.C. Section 414(v), if applicable. Purchase Payments must not exceed the limitations on contributions under I.R.C. Sections 403(b)(2) and 415, as applicable. To the extent Purchase Payments are in excess of the amounts permitted under I.R.C. Sections 402(g), 415, 403(b), or 414(v), if applicable, the Company may distribute amounts equal to such excess as permitted by applicable law and directed by the contract owner or TSA plan.
- (13) The provisions of this Contract will be conformed, if necessary, to assure that this Contract remains a TSA under I.R.C. Section 403(b) and applicable regulations, as amended from time to time.
- (14) Joint or Contingent Owners are not permitted under this Contract.
- (15) The Contract Owner and the Annuitant must be the same person and must be an employee (or former employee) of an organization described in I.R.C. Section 403(b)(1)(A) and for whose benefit the organization established an annuity program under I.R.C. Section 403(b). The Contract Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal tax law. Except as permitted under Section (9) of this Endorsement, all distributions made while the Contract Owner is alive must be made to the Contract Owner.
- (16) The cost of insurance and method of calculating Purchase Payments and benefits under the Contract are to be based on unisex rates. All references to sex (with regard to rates and benefits) in the Contract are deleted.

- (17) The contract is subject to the terms of the contract owner's TSA plan, provided the terms of the TSA plan do not expand the terms of the contract and do not impose any responsibilities or duties on the Contract issuer or its affiliates greater than those set forth in the Contract or in any written agreement between the employer and the issuer or its affiliates. Notwithstanding the foregoing, in the event of a conflict between the terms of the contracts and any other terms of the TSA plan, such other terms of the TSA plan shall govern if necessary to ensure compliance with code section 403(b).

Signed for C.M. Life Insurance Company by:

[ *Christine C. Peaslee* ] [ *My W. [unclear]* ]

[SECRETARY]

[PRESIDENT]

**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT**

The Contract to which this Endorsement is attached is issued as a Tax-Sheltered Annuity (TSA) under Section 403(b) of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (I.R.C.). The Contract is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). All provisions of the Contract and this Endorsement shall be interpreted in accordance with qualification as a TSA. All Contract Owner and beneficiary requests and elections in connection with the Contract must be timely made in a form and manner acceptable to the Company. Where appropriate, the word "Certificate" shall be substituted for the word "Contract," and the word "Participant" shall be substituted for the word "Owner" or "Contract Owner". The effective date of this Endorsement is the Issue Date shown on the Contract Schedule. If this Endorsement is replacing an existing TSA Endorsement, this Endorsement is effective as of the date of the replacement.

- (1) The interest of the Contract Owner is nontransferable within the meaning of I.R.C. Section 401(g) and, except as permitted by federal tax law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan (other than a loan described in Section (3) of this Endorsement) or as security for the performance of any obligation or for any other purpose, to any person other than to the Company.
- (2) Any distribution from the Contract may be made only if permitted under the terms of the Contract Owner's TSA plan. Additionally, any amounts in the Contract attributable to contributions made after December 31, 1988, pursuant to a salary reduction agreement and the earnings on such contributions and on amounts held on December 31, 1988, shall not be distributed unless the Contract Owner has reached age 59 1/2 separated from service (or, if after 12/31/01, has a severance from employment), died, become disabled (within the meaning of I.R.C. Section 72(m)(7), or incurred a hardship (in accordance with I.R.C. Section 403(b)(11) and as provided by the Company); provided, that amounts permitted to be distributed in the event of hardship shall be limited to actual salary reduction contributions (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by I.R.C. Section 414(p).

Any distribution of Purchase Payments made attributable to employer contributions into contracts issued after 12/31/08 are subject to the Contract Owner's specific TSA plan requirements.

- (3) Loans are not available under this Contract.
- (4) The Contract Owner's entire interest in this Contract shall be distributed as required under I.R.C. Section 403(b)(10), including the requirement that payments to persons other than the Contract Owner are incidental.

Except as otherwise provided by federal tax law, the term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Contract Owner attains age 70½; (2) the calendar year in which the Contract Owner retires; or (3) such later date to the extent permitted by law. However, except in the case of a Contract Owner whose interest in this Contract is on account of his or her participation in a governmental plan (as defined in I.R.C. Section 414(d) or church plan (as defined in I.R.C. Section 401(a)(9)(C)), for a Contract Owner who is a 5-percent owner (as defined in I.R.C. Section 416) of

the organization described in Section (13) of this Endorsement with respect to the plan year ending in the calendar year in which the Contract Owner attains age 70½, the required beginning date means April 1 of the calendar year following the calendar year in which the Contract Owner attains age 70½.

Unless otherwise permitted under applicable federal tax law, the Contract Owner's entire interest in this Contract will be distributed, or commence to be distributed, no later than the required beginning date, over (a) the life of the Contract Owner or the lives of the Contract Owner and his or her designated beneficiary (within the meaning of I.R.C. Section 401(a)(9)), or (b) a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor expectancy of the Contract Owner and his or her designated beneficiary, as required by law.

If the Contract Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be made in accordance with the requirements of I.R.C. Section 401(a)(9), including the incidental death benefit requirements of I.R.C. Section 401(a)(9)(G), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations, or any successor provision, as required by I.R.C. Section 403(b)(10).

- (5) Life expectancies will be calculated in accordance with the applicable requirements of the federal tax law, and will be computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations, or subsequently issued successor tables. Life expectancies will not be recalculated after the Annuity Date. In other cases, life expectancies will not be recalculated except as permitted by law.
- (6) Direct transfers to another contract qualifying under I.R.C. Section 403(b) or to a custodial account qualifying under I.R.C. Section 403(b)(7) may be made only if permitted by the Contract Owner's TSA plan and applicable federal tax law. To the extent provided by federal tax law, amounts subject to distribution restrictions under the I.R.C. may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in I.R.C. Section 414(d) as provided in I.R.C. 403(b)(13).
- (7) A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an "eligible rollover distribution" paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

A distributee, within the meaning of this Section (7), includes a Contract Owner or a Contract Owner who is a former employee of an organization described in I.R.C. Section 403(b)(1)(A). In addition, the Contract Owner's surviving spouse and the Contract Owner's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order (as defined in I.R.C. Section 414(p)) are distributees within the meaning of this Section (7) with regard to the interest of the spouse or former spouse.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and survivor expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under

I.R.C. Section 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (4) any hardship distribution described in I.R.C. Section 403(b)(11) or I.R.C. Section 403(b)(7)(A)(ii) made to the Contract Owner after 1998; and (5) any other distribution(s), or portions thereof, to the extent provided under published federal income tax guidance.

To the extent permitted by Federal tax law, a portion of a distribution shall not fail to be an eligible rollover distribution for purposes of this Section (7) merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such after-tax portion may be transferred only to an eligible retirement plan that is permitted by law to accept such contributions. If required by law, the receiving plan must agree to separately account for amounts so transferred, including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not so includible. Also, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the Contract Owner may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

An eligible retirement plan is an annuity described in I.R.C. Section 403(b), an individual retirement account described in I.R.C. Section 408(a), an individual retirement annuity described in I.R.C. Section 408(b), a qualified plan under I.R.C. Sections 401(a) or 403(a) and an eligible plan under I.R.C. Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Contract. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in I.R.C. Section 414(p).

A direct rollover is a payment by the Company to the eligible retirement plan specified by the distributee. All eligible rollover distributions shall be made in accordance with the requirements of I.R.C. Sections 403(b)(8), 403(b)(10), and 401(a)(31) applicable to TSAs. This Section (7) applies to all eligible rollover distributions made after December 31, 1992.

- (8) The provisions of this Endorsement reflecting the requirements of I.R.C. Sections 401(a)(9) and 403(b)(10) override any payment option, Settlement Option, or annuity option which is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Q&A-3 of Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

Payments must be made in periodic intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in applicable federal tax law.

All Payments made under a joint and survivor option after the Contract Owner's death while the joint annuitant is alive must be made to the joint annuitant. A joint and last survivor annuity option providing periodic payments to the surviving Annuitant that are the same amount as the periodic payments made during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 10 years younger than the Contract Owner. In addition, a joint and two-thirds survivor annuity option providing periodic payments to the surviving Annuitant computed on the basis of two-thirds of the

annuity payment (or units) in effect during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 24 years younger than the Contract Owner.

- (9) Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies after distribution of his or her interest in the Contract has begun, the remaining portion of such interest (if any) will be distributed at least as rapidly as under the method of distributions being used as of the date of the Contract Owner's death.

Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies before distribution of his or her interest in the Contract has begun, the Owner's entire interest will be distributed in accordance with one of the following three provisions:

- (a) The Contract Owner's entire interest in the Contract will be distributed by December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, unless the designated beneficiary elects to receive the entire interest under (b) or (c) below.
- (b) If the Contract Owner's interest is payable to a designated beneficiary, except as provided in (c) below, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Contract Owner died. Such election by the designated beneficiary must be irrevocable and must be made no later than December 31 of the calendar year immediately following the calendar year in which the Contract Owner died.
- (c) If the designated beneficiary in (b) above is the Contract Owner's surviving spouse, the surviving spouse may elect to receive the entire interest in equal or substantially equal payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of (i) December 31 of the calendar year immediately following the calendar year in which the Contract Owner died, or (ii) December 31 of the calendar year in which the Contract Owner would have attained age 70 1/2. Such election by the surviving spouse must be irrevocable and must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before distributions begin, the limitations of this Section (9) (without regard to this subsection (c)) will be applied as if the surviving spouse were the Contract Owner.

Distributions under this Section (9) are considered to have begun if distributions are made on account of the Contract Owner reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to the Contract Owner over a period permitted and in an annuity form acceptable under I.R.C. Section 401(a)(9).

- (10) Purchase Payments to the Contract may be made only to the extent (i) such payments are permitted under the Contract Owner's TSA plan and (ii) the Company and the Contract are approved to receive contributions under the TSA plan or relevant information sharing agreement. Additionally, Purchase Payments must be made by an organization described in I.R.C. Section

403(b)(1)(A), except in the case of a rollover contribution under I.R.C. Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), or a nontaxable TSA exchange from another contract qualifying under I.R.C. Section 403(b) or a custodial account qualifying under I.R.C. Section 403(b)(7). Purchase Payments made pursuant to a Salary Reduction Agreement shall be limited to the extent provided in I.R.C. Section 402(g), except as permitted under I.R.C. Section 414(v), if applicable. Purchase Payments must not exceed the limitations on contributions under I.R.C. Sections 403(b)(2) and 415, as applicable. To the extent Purchase Payments are in excess of the amounts permitted under I.R.C. Sections 402(g), 415, 403(b), or 414(v), if applicable, the Company may distribute amounts equal to such excess as permitted by applicable law and directed by the Contract Owner or TSA plan.

- (11) The provisions of this Contract will be conformed, if necessary, to assure that this Contract remains a TSA under I.R.C. Section 403(b) and applicable regulations, as amended from time to time.
- (12) Joint or Contingent Owners are not permitted under this Contract.
- (13) The Contract Owner and the Annuitant must be the same person and must be an employee (or former employee) of an organization described in I.R.C. Section 403(b)(1)(A) and for whose benefit the organization established an annuity program under I.R.C. Section 403(b). The Contract Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal tax law. Except as permitted under Section (7) of this Endorsement, all distributions made while the Contract Owner is alive must be made to the Contract Owner.
- (14) The cost of insurance and method of calculating Purchase Payments and benefits under the Contract are to be based on unisex rates. All references to sex (with regard to rates and benefits) in the Contract are deleted.
- (15) The Contract is subject to the terms of the Contract Owner's TSA plan, provided the terms of the TSA plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Contract issuer or its affiliates greater than those set forth in the Contract or in any written agreement between the employer and the issuer or its affiliates. Notwithstanding the foregoing, in the event of a conflict between the terms of this Contract and any other terms of the TSA plan, such other terms of the TSA plan shall govern if necessary to ensure compliance with I.R.C. Section 403(b).

Signed for C.M. Life Insurance Company by:



[SECRETARY]



[PRESIDENT]

**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT**

The Contract to which this Endorsement is attached is issued as a Tax-Sheltered Annuity (TSA) under Section 403(b) of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (I.R.C.). The Contract is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). All provisions of the Contract and this Endorsement shall be interpreted in accordance with qualification as a TSA. All Contract Owner and beneficiary requests and elections in connection with the Contract must be timely made in a form and manner acceptable to the Company. Where appropriate, the word "Certificate" shall be substituted for the word "Contract," and the word "Participant" shall be substituted for the word "Owner" or "Contract Owner". The effective date of this Endorsement is the Issue Date shown on the Contract Schedule. If this Endorsement is replacing an existing TSA Endorsement, this Endorsement is effective as of the date of the replacement.

- (1) The interest of the Contract Owner is nontransferable within the meaning of I.R.C. Section 401(g) and, except as permitted by federal tax law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan (other than a loan described in Section (3) of this Endorsement) or as security for the performance of any obligation or for any other purpose, to any person other than to the Company.
- (2) Any distribution from the Contract may be made only if permitted under the terms of the Contract Owner's TSA plan. Additionally, any amounts in the Contract attributable to contributions made after December 31, 1988, pursuant to a salary reduction agreement and the earnings on such contributions and on amounts held on December 31, 1988, shall not be distributed unless the Contract Owner has reached age 59 1/2 separated from service (or, if after 12/31/01, has a severance from employment), died, become disabled (within the meaning of I.R.C. Section 72(m)(7): and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by I.R.C. Section 414(p). Distributions attributable to financial hardship are not available under this Contract.

Any distribution of Purchase Payments made attributable to employer contributions into contracts issued after 12/31/08 are subject to the Contract Owner's specific TSA plan requirements.

- (3) Loans are not available under this Contract.
- (4) The Contract Owner's entire interest in this Contract shall be distributed as required under I.R.C. Section 403(b)(10), including the requirement that payments to persons other than the Contract Owner are incidental.

Except as otherwise provided by federal tax law, the term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Contract Owner attains age 70½; (2) the calendar year in which the Contract Owner retires; or (3) such later date to the extent permitted by law. However, except in the case of a Contract Owner whose interest in this Contract is on account of his or her participation in a governmental plan (as defined in I.R.C. Section 414(d) or church plan (as defined in I.R.C. Section 401(a)(9)(C)), for a Contract Owner who is a 5-percent owner (as defined in I.R.C. Section 416) of the organization described in Section (13) of this Endorsement with respect to the plan year ending in the calendar year in which the Contract Owner attains age 70½, the required beginning date

means April 1 of the calendar year following the calendar year in which the Contract Owner attains age 70½.

Unless otherwise permitted under applicable federal tax law, the Contract Owner's entire interest in this Contract will be distributed, or commence to be distributed, no later than the required beginning date, over (a) the life of the Contract Owner or the lives of the Contract Owner and his or her designated beneficiary (within the meaning of I.R.C. Section 401(a)(9)), or (b) a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor expectancy of the Contract Owner and his or her designated beneficiary, as required by law.

If the Contract Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be made in accordance with the requirements of I.R.C. Section 401(a)(9), including the incidental death benefit requirements of I.R.C. Section 401(a)(9)(G), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations, or any successor provision, as required by I.R.C. Section 403(b)(10).

- (5) Life expectancies will be calculated in accordance with the applicable requirements of the federal tax law, and will be computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations, or subsequently issued successor tables. Life expectancies will not be recalculated after the Annuity Date. In other cases, life expectancies will not be recalculated except as permitted by law.
- (6) Direct transfers to another contract qualifying under I.R.C. Section 403(b) or to a custodial account qualifying under I.R.C. Section 403(b)(7) may be made only if permitted by the Contract Owner's TSA plan and applicable federal tax law. To the extent provided by federal tax law, amounts subject to distribution restrictions under the I.R.C. may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in I.R.C. Section 414(d) as provided in I.R.C. 403(b)(13).
- (7) A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an "eligible rollover distribution" paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

A distributee, within the meaning of this Section (7), includes a Contract Owner or a Contract Owner who is a former employee of an organization described in I.R.C. Section 403(b)(1)(A). In addition, the Contract Owner's surviving spouse and the Contract Owner's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order (as defined in I.R.C. Section 414(p)) are distributees within the meaning of this Section (7) with regard to the interest of the spouse or former spouse.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and survivor expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under I.R.C. Section 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to

employer securities); (4) any hardship distribution described in I.R.C. Section 403(b)(11) or I.R.C. Section 403(b)(7)(A)(ii) made to the Contract Owner after 1998; and (5) any other distribution(s), or portions thereof, to the extent provided under published federal income tax guidance.

To the extent permitted by Federal tax law, a portion of a distribution shall not fail to be an eligible rollover distribution for purposes of this Section (7) merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such after-tax portion may be transferred only to an eligible retirement plan that is permitted by law to accept such contributions. If required by law, the receiving plan must agree to separately account for amounts so transferred, including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not so includible. Also, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the Contract Owner may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

An eligible retirement plan is an annuity described in I.R.C. Section 403(b), an individual retirement account described in I.R.C. Section 408(a), an individual retirement annuity described in I.R.C. Section 408(b), a qualified plan under I.R.C. Sections 401(a) or 403(a) and an eligible plan under I.R.C. Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Contract. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in I.R.C. Section 414(p).

A direct rollover is a payment by the Company to the eligible retirement plan specified by the distributee. All eligible rollover distributions shall be made in accordance with the requirements of I.R.C. Sections 403(b)(8), 403(b)(10), and 401(a)(31) applicable to TSAs. This Section (7) applies to all eligible rollover distributions made after December 31, 1992.

- (8) The provisions of this Endorsement reflecting the requirements of I.R.C. Sections 401(a)(9) and 403(b)(10) override any payment option, Settlement Option, or annuity option which is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Q&A-3 of Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

Payments must be made in periodic intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in applicable federal tax law.

All Payments made under a joint and survivor option after the Contract Owner's death while the joint annuitant is alive must be made to the joint annuitant. A joint and last survivor annuity option providing periodic payments to the surviving Annuitant that are the same amount as the periodic payments made during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 10 years younger than the Contract Owner. In addition, a joint and two-thirds survivor annuity option providing periodic payments to the surviving Annuitant computed on the basis of two-thirds of the annuity payment (or units) in effect during the joint lifetime of the two Annuitants is available

only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 24 years younger than the Contract Owner.

- (9) Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies after distribution of his or her interest in the Contract has begun, the remaining portion of such interest (if any) will be distributed at least as rapidly as under the method of distributions being used as of the date of the Contract Owner's death.

Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies before distribution of his or her interest in the Contract has begun, the Owner's entire interest will be distributed in accordance with one of the following three provisions:

- (a) The Contract Owner's entire interest in the Contract will be distributed by December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, unless the designated beneficiary elects to receive the entire interest under (b) or (c) below.
- (b) If the Contract Owner's interest is payable to a designated beneficiary, except as provided in (c) below, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Contract Owner died. Such election by the designated beneficiary must be irrevocable and must be made no later than December 31 of the calendar year immediately following the calendar year in which the Contract Owner died.
- (c) If the designated beneficiary in (b) above is the Contract Owner's surviving spouse, the surviving spouse may elect to receive the entire interest in equal or substantially equal payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of (i) December 31 of the calendar year immediately following the calendar year in which the Contract Owner died, or (ii) December 31 of the calendar year in which the Contract Owner would have attained age 70 1/2. Such election by the surviving spouse must be irrevocable and must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before distributions begin, the limitations of this Section (9) (without regard to this subsection (c)) will be applied as if the surviving spouse were the Contract Owner.

Distributions under this Section (9) are considered to have begun if distributions are made on account of the Contract Owner reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to the Contract Owner over a period permitted and in an annuity form acceptable under I.R.C. Section 401(a)(9).

- (10) Purchase Payments to the Contract may be made only to the extent (i) such payments are permitted under the Contract Owner's TSA plan and (ii) the Company and the Contract are approved to receive contributions under the TSA plan or relevant information sharing agreement. Additionally, Purchase Payments must be made by an organization described in I.R.C. Section 403(b)(1)(A), except in the case of a rollover contribution under I.R.C. Section 402(c), 402(e)(6),

403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), or a nontaxable TSA exchange from another contract qualifying under I.R.C. Section 403(b) or a custodial account qualifying under I.R.C. Section 403(b)(7). Purchase Payments made pursuant to a Salary Reduction Agreement shall be limited to the extent provided in I.R.C. Section 402(g), except as permitted under I.R.C. Section 414(v), if applicable. Purchase Payments must not exceed the limitations on contributions under I.R.C. Sections 403(b)(2) and 415, as applicable. To the extent Purchase Payments are in excess of the amounts permitted under I.R.C. Sections 402(g), 415, 403(b), or 414(v), if applicable, the Company may distribute amounts equal to such excess as permitted by applicable law and directed by the Contract Owner or TSA plan.

- (11) The provisions of this Contract will be conformed, if necessary, to assure that this Contract remains a TSA under I.R.C. Section 403(b) and applicable regulations, as amended from time to time.
- (12) Joint or Contingent Owners are not permitted under this Contract.
- (13) The Contract Owner and the Annuitant must be the same person and must be an employee (or former employee) of an organization described in I.R.C. Section 403(b)(1)(A) and for whose benefit the organization established an annuity program under I.R.C. Section 403(b). The Contract Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal tax law. Except as permitted under Section (7) of this Endorsement, all distributions made while the Contract Owner is alive must be made to the Contract Owner.
- (14) The cost of insurance and method of calculating Purchase Payments and benefits under the Contract are to be based on unisex rates. All references to sex (with regard to rates and benefits) in the Contract are deleted.
- (15) The Contract is subject to the terms of the Contract Owner's TSA plan, provided the terms of the TSA plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Contract issuer or its affiliates greater than those set forth in the Contract or in any written agreement between the employer and the issuer or its affiliates. Notwithstanding the foregoing, in the event of a conflict between the terms of this Contract and any other terms of the TSA plan, such other terms of the TSA plan shall govern if necessary to ensure compliance with I.R.C. Section 403(b).

Signed for C.M. Life Insurance Company by:

[ *Christine C. Peaslee* ] [ *My W. [Signature]* ]

[SECRETARY]

[PRESIDENT]

**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**TAX-SHELTERED ANNUITY ENDORSEMENT**

The Contract to which this Endorsement is attached is issued as a Tax-Sheltered Annuity (TSA) under Section 403(b) of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (I.R.C.). The Contract may also be subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). All provisions of the Contract and this Endorsement shall be interpreted in accordance with qualification as a TSA. All Contract Owner and beneficiary requests and elections in connection with the Contract must be timely made in a form and manner acceptable to the Company. Where appropriate, the word "Certificate" shall be substituted for the word "Contract," and the word "Participant" shall be substituted for the word "Owner" or "Contract Owner". The effective date of this Endorsement is the Issue Date shown on the Contract Schedule. If this Endorsement is replacing an existing TSA Endorsement, this Endorsement is effective as of the date of the replacement.

- (1) The interest of the Contract Owner is nontransferable within the meaning of I.R.C. Section 401(g) and, except as permitted by federal tax law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan (other than a loan described in Section (4) of this Endorsement) or as security for the performance of any obligation or for any other purpose, to any person other than to the Company.
- (2) Any distribution from the Contract may be made only if permitted under the terms of the Contract Owner's TSA plan. Additionally, any amounts in the Contract attributable to contributions made after December 31, 1988, pursuant to a salary reduction agreement and the earnings on such contributions and on amounts held on December 31, 1988, shall not be distributed unless the Contract Owner has reached age 59 1/2, separated from service (or, if after 12/31/01, has a severance from employment), died, become disabled (within the meaning of I.R.C. Section 72(m)(7), or incurred a hardship (in accordance with I.R.C. Section 403(b)(11) and as provided by the Company); provided, that amounts permitted to be distributed in the event of hardship shall be limited to actual salary reduction contributions (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by I.R.C. Section 414(p).

Any distribution of Purchase Payments made attributable to employer contributions into contracts issued after 12/31/08 are subject to the Contract Owner's specific TSA plan requirements.

- (3) If the Contract is part of a plan which is subject to Title I of ERISA, and if the Contract Owner is married, the notarized written consent of the Contract Owner's spouse is required within 90 days prior to the date any distribution is made from this Contract. The Company must receive written notice of any change in the Contract Owner's marital status.
- (4) Loans are not available under this Contract.
- (5) The Contract Owner's entire interest in this Contract shall be distributed as required under I.R.C. Section 403(b)(10), including the requirement that payments to persons other than the Contract Owner are incidental.

Except as otherwise provided by federal tax law, the term “required beginning date” as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Contract Owner attains age 70 1/2; (2) the calendar year in which the Contract Owner retires; or (3) such later date to the extent permitted by law. However, except in the case of a Contract Owner whose interest in this Contract is on account of his or her participation in a governmental plan (as defined in I.R.C. Section 414(d) or church plan (as defined in I.R.C. Section 401(a)(9)(C)), for a Contract Owner who is a 5-percent owner (as defined in I.R.C. Section 416) of the organization described in Section (15) of this Endorsement with respect to the plan year ending in the calendar year in which the Contract Owner attains age 70 1/2, the required beginning date means April 1 of the calendar year following the calendar year in which the Contract Owner attains age 70 1/2.

Unless otherwise permitted under applicable federal tax law, the Contract Owner’s entire interest in this Contract will be distributed, or commence to be distributed, no later than the required beginning date, over (a) the life of the Contract Owner or the lives of the Contract Owner and his or her designated beneficiary (within the meaning of I.R.C. Section 401(a)(9)), or (b) a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor expectancy of the Contract Owner and his or her designated beneficiary, as required by law.

If the Contract Owner’s interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be made in accordance with the requirements of I.R.C. Section 401(a)(9), including the incidental death benefit requirements of I.R.C. Section 401(a)(9)(G), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Income Tax Regulations, or any successor provision, as required by I.R.C. Section 403(b)(10).

- (6) If the Contract is part of a plan which is subject to Title I of ERISA, and if the Contract Owner is married, the Contract Owner’s spouse is the Contract beneficiary. However, with written spousal consent, another beneficiary may be designated. If the spouse is not living at the time of the Contract Owner’s death, the Contract Owner’s estate shall be the beneficiary, except as otherwise elected.
- (7) Life expectancies will be calculated in accordance with the applicable requirements of the federal tax law, and will be computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations, or subsequently issued successor tables. Life expectancies will not be recalculated after the date values are applied to provide annuity payments. In other cases, life expectancies will not be recalculated except as permitted by law.
- (8) Direct transfers to another contract qualifying under I.R.C. Section 403(b) or to a custodial account qualifying under I.R.C. Section 403(b)(7) may be made only if permitted by the Contract Owner’s TSA plan and applicable federal tax law. To the extent provided by federal tax law, amounts subject to distribution restrictions under the I.R.C. may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in I.R.C. Section 414(d) as provided in I.R.C. 403(b)(13).
- (9) A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an “eligible rollover distribution” paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

A distributee, within the meaning of this Section (9), includes a Contract Owner or a Contract Owner who is a former employee of an organization described in I.R.C. Section 403(b)(1)(A). In addition, the Contract Owner's surviving spouse and the Contract Owner's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order (as defined in I.R.C. Section 414(p)) are distributees within the meaning of this Section (9) with regard to the interest of the spouse or former spouse.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and survivor expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under I.R.C. Section 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (4) any hardship distribution described in I.R.C. Section 403(b)(11) or I.R.C. Section 403(b)(7)(A)(ii) made to the Contract Owner after 1998; and (5) any other distribution(s), or portions thereof, to the extent provided under published federal income tax guidance.

To the extent permitted by Federal tax law, a portion of a distribution shall not fail to be an eligible rollover distribution for purposes of this Section (7) merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such after-tax portion may be transferred only to an eligible retirement plan that is permitted by law to accept such contributions. If required by law, the receiving plan must agree to separately account for amounts so transferred, including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not so includible. Also, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the Contract Owner may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

An eligible retirement plan is an annuity described in I.R.C. Section 403(b), an individual retirement account described in I.R.C. Section 408(a), an individual retirement annuity described in I.R.C. Section 408(b), a qualified plan under I.R.C. Sections 401(a) or 403(a) and an eligible plan under I.R.C. Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Contract. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in I.R.C. Section 414(p).

A direct rollover is a payment by the Company to the eligible retirement plan specified by the distributee. All eligible rollover distributions shall be made in accordance with the requirements of I.R.C. Sections 403(b)(8), 403(b)(10), and 401(a)(31) applicable to TSAs. This Section (9) applies to all eligible rollover distributions made after December 31, 1992.

- (10) The provisions of this Endorsement reflecting the requirements of I.R.C. Sections 401(a)(9) and 403(b)(10) override any payment option, Settlement Option, or annuity option which is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Q&A-3 of Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

Payments must be made in periodic intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in applicable federal tax law.

All Payments made under a joint and survivor option after the Contract Owner's death while the joint annuitant is alive must be made to the joint annuitant. A joint and last survivor annuity option providing periodic payments to the surviving Annuitant that are the same amount as the periodic payments made during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 10 years younger than the Contract Owner. In addition, a joint and two-thirds survivor annuity option providing periodic payments to the surviving Annuitant computed on the basis of two-thirds of the annuity payment (or units) in effect during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 24 years younger than the Contract Owner.

- (11) Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies after distribution of his or her interest in the Contract has begun, the remaining portion of such interest (if any) will be distributed at least as rapidly as under the method of distributions being used as of the date of the Contract Owner's death.

Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies before distribution of his or her interest in the Contract has begun, the Owner's entire interest will be distributed in accordance with one of the following three provisions:

- (a) The Contract Owner's entire interest in the Contract will be distributed by December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, unless the designated beneficiary elects to receive the entire interest under (b) or (c) below.
- (b) If the Contract Owner's interest is payable to a designated beneficiary, except as provided in (c) below, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Contract Owner died. Such election by the designated beneficiary must be irrevocable and must be made no later than December 31 of the calendar year immediately following the calendar year in which the Contract Owner died.
- (c) If the designated beneficiary in (b) above is the Contract Owner's surviving spouse, the surviving spouse may elect to receive the entire interest in equal or substantially equal payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of (i) December 31 of the calendar year immediately following the calendar year in which the Contract Owner died, or (ii) December 31 of the calendar year in which the Contract Owner would have attained age 70 1/2. Such election by the surviving spouse must be irrevocable and must be made no later than the earlier of December 31 of the calendar

year containing the fifth anniversary of the Contract Owner's death, or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before distributions begin, the limitations of this Section (11) (without regard to this subsection (c)) will be applied as if the surviving spouse were the Contract Owner.

Distributions under this Section (11) are considered to have begun if distributions are made on account of the Contract Owner reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to the Contract Owner over a period permitted and in an annuity form acceptable under I.R.C. Section 401(a)(9).

If the Contract Owner dies before the date values are applied to provide annuity payments and is married on the date of death, and if the Contract is part of a plan which is subject to Title I of ERISA, distribution of the death benefit will be made to the surviving spouse under the fixed income form of Option B, except as otherwise elected with spousal consent on or after the first day of the calendar year in which the Contract Owner attained age 35.

- (12) Purchase Payments to the Contract may be made only to the extent (i) such payments are permitted under the Contract Owner's TSA plan and (ii) the Company and the Contract are approved to receive contributions under the TSA plan or relevant information sharing agreement. Additionally, Purchase Payments must be made by an organization described in I.R.C. Section 403(b)(1)(A), except in the case of a rollover contribution under I.R.C. Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), or a nontaxable TSA exchange from another contract qualifying under I.R.C. Section 403(b) or a custodial account qualifying under I.R.C. Section 403(b)(7). Purchase Payments made pursuant to a Salary Reduction Agreement shall be limited to the extent provided in I.R.C. Section 402(g), except as permitted under I.R.C. Section 414(v), if applicable. Purchase Payments must not exceed the limitations on contributions under I.R.C. Sections 403(b)(2) and 415, as applicable. To the extent Purchase Payments are in excess of the amounts permitted under I.R.C. Sections 402(g), 415, 403(b), or 414(v), if applicable, the Company may distribute amounts equal to such excess as permitted by applicable law and directed by the Contract Owner or TSA plan.
- (13) The provisions of this Contract will be conformed, if necessary, to assure that this Contract remains a TSA under I.R.C. Section 403(b) and applicable regulations, as amended from time to time.
- (14) Joint or Contingent Owners are not permitted under this Contract.
- (15) The Contract Owner and the Annuitant must be the same person and must be an employee (or former employee) of an organization described in I.R.C. Section 403(b)(1)(A) and for whose benefit the organization established an annuity program under I.R.C. Section 403(b). The Contract Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal tax law. Except as permitted under Section (9) of this Endorsement, all distributions made while the Contract Owner is alive must be made to the Contract Owner.
- (16) The cost of insurance and method of calculating Purchase Payments and benefits under the Contract are to be based on unisex rates. All references to sex (with regard to rates and benefits) in the Contract are deleted.

- (17) The Contract is subject to the terms of the Contract Owner's TSA plan, provided the terms of the TSA plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Contact issuer or its affiliates greater than those set forth in the Contract or in any written agreement between the employer and the issuer or its affiliates. Notwithstanding the foregoing, in the event of a conflict between the terms of this Contract and any other terms of the TSA plan, such other terms of the TSA plan shall govern if necessary to ensure compliance with I.R.C. Section 403(b).

**Signed for C.M. Life Insurance Company by:**

[ *Christine C. Peaslee* ] [ *My W. [unclear]* ]

[SECRETARY]

[PRESIDENT]

**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**CONTRACT LOAN ENDORSEMENT**

This Endorsement modifies the Contract to which it is attached to enable loans to be made in connection with a Tax Sheltered Annuity plan (Plan). The effective date of this Endorsement is the Issue Date shown on the Contract Schedule or a later date if acceptable to the Company. In case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is modified as follows:

The Participant may obtain a loan, if permitted by the Plan, by submitting a Written Request to the Company. While this Contract is in force prior to the Annuity Date, the Company will loan, upon written application and assignment of the Contract Value attributable to the General Account as the only security for the loan, a sum which shall not be less than \$1,000 (hereinafter referred to as "Contract Loan"). The security for this Contract Loan is required to be held in the loan portion of the Fixed Account (hereinafter referred to as the "Loan Secured Fixed Account").

To satisfy the loan security requirement, an amount equal to the Contract Loan will be transferred to the Loan Secured Fixed Account from the Separate Account and the Fixed Account as directed by the Owner. If the amount cannot be transferred as directed, the amount will be deducted from the Separate Account divisions and the Fixed Account in proportion to the account value of each on the effective date of the Contract Loan.

Any Contract Loan may be repaid in full at any time while the Contract is in force. However, all Contract Loans must be paid by the earlier of the Annuity Date or attainment of age 70 1/2 by the Participant. The maximum loan amount is the lesser of:

1. The highest amount allowed under your Plan. This amount may be zero (0) if your Plan does not allow loans or does not permit loans for this specific Contract;
2. The highest amount allowable under Internal Revenue Code (IRC) Section 72(p)(2)(A); or
3. The Contract Withdrawal Value of this Contract on the date the Contract Loan is established, less any outstanding Contract Loans, less interest on all Contract Loans for twelve (12) months.

The loan interest rate will be an annual rate declared at the time the Contract Loan is established. The loan interest rate will be declared on a monthly basis and will be the Moody's Corporate Bond Yield monthly average for the calendar month two (2) 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.

During the existence of a Contract Loan, the amount of the Contract Loan principal will continue to earn interest at an annual rate equal to the declared loan interest rate minus an amount not more than 4.0%. This rate will not be less than the Minimum Guaranteed Interest Rate of the Contract. Loan payments of principal and interest must be paid in level amortized payments and no less frequently than quarterly.

If a required loan payment is not paid in full within ninety (90) days after its due date, the total existing loan balance will be determined to be in default. The amount of the entire loan balance will be reported to the IRS on Form 1099-R for the year in which the ninety (90) day grace period ends. Subsequent to the default date, interest will continue to accrue and will be added to the outstanding loan amount which must be repaid. The Company reserves the right to withdraw amounts (including any deductions for sales charges) needed to repay any outstanding Contract Loans (including any accrued interest) in default. These amounts will be withdrawn from the Loan Secured Fixed Account. To the extent the amount in the

Loan Secured Fixed Account is insufficient to repay the outstanding loan amount; the balance will be withdrawn from the Separate Account and the Fixed Account on a pro rata basis.

If a partial or total withdrawal is requested while there is an existing Contract Loan, the Contract Withdrawal Value will be reduced by the unpaid principal amount of the outstanding Contract Loans and by accumulated loan interest. Upon the death of the Participant, the Company will pay the Beneficiary the Contract Value reduced by the unpaid principal amount of the outstanding Contract Loans and by accumulated loan interest.

The Company may deduct a one-time charge for each Contract Loan not to exceed \$35 from your Contract to cover Contract Loan processing and set-up expenses.

The Company may terminate the Contract in the event that the balance attributable to all Contract Loans under the Contract equals or exceeds the Contract Withdrawal Value.

Contract Loans will not be permitted if there has been a default on a Contract Loan under this Contract or any other contract or account issued under a plan sponsored by your employer.

Unless otherwise restricted by your plan, the maximum number of Contract Loans permitted is three (3) at any one time; however, no more than two (2) Contract Loans may be taken in any calendar year. In addition the principal amount of any existing Contract Loan may not be increased.

Signed for C.M. Life Insurance Company by:

[ *Christine C. Peaslee* ] [ *My W. [Signature]* ]

[SECRETARY]

[PRESIDENT]

**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**CONTRACT LOAN ENDORSEMENT**

This Endorsement modifies the Contract to which it is attached to enable loans to be made in connection with a Tax Sheltered Annuity plan. The effective date of this Endorsement is the Issue Date shown on the Contract Schedule or a later date if acceptable to the Company. In case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is modified as follows:

The Contract Owner may obtain a loan by submitting a Written Request to the Company. While this Contract is in force prior to the Annuity Date, the Company will loan, upon written application and assignment of the Contract as the only security for the loan, a sum which shall not be less than \$1,000 (hereinafter referred to as "Contract Loan"). The security for this Contract Loan is required to be held in the loan portion of the Fixed Account (hereinafter referred to as "Loan Secured Fixed Account").

To satisfy the loan security requirement, an amount equal to the Contract Loan will be transferred to the Loan Secured Fixed Account from the Separate Account and the Fixed Account as directed by the Owner. If the amount cannot be transferred as directed, the amount will be deducted from the Separate Account divisions and the Fixed Account in proportion to the account value of each on the effective date of the Contract Loan.

Any Contract Loan may be repaid in full at any time while the Contract is in force. However, all Contract Loans must be paid by the earlier of the Annuity Date or attainment of age 70 1/2 by the Contract Owner. The maximum loan amount is the lesser of:

1. The highest amount allowed under your TSA Plan. This amount may be zero (0) if your plan does not allow loans or does not permit loans for this specific contract;
2. The highest amount allowable under Internal Revenue Code (IRC) Section 72(p)(2)(A); or
3. The Contract Withdrawal Value of this Contract on the date the Contract Loan is established, less any outstanding Contract Loans, less interest on all Contract Loans for twelve (12) months.

The loan interest rate will be an annual rate declared at the time the loan is established. The maximum annual loan interest rate will be 8.0%.

During the existence of a Contract Loan, the amount of the Contract Loan principal will continue to earn interest at an annual rate equal to the declared loan interest rate minus an amount not more than 4.0%. This rate will not be less than the Minimum Guaranteed Interest Rate of the Contract. Loan payments of principal and interest must be paid in level amortized payments and no less frequently than quarterly.

If a required loan payment is not paid in full within ninety (90) days after its due date, the total existing loan balance will be determined to be in default. The amount of the entire loan balance will be reported to the IRS on Form 1099-R for the year in which the ninety (90) day grace period ends. Subsequent to the default date, interest will continue to accrue and will be added to the outstanding loan amount which must be repaid. The Company reserves the right to withdraw amounts (including any deductions for sales charges) needed to repay any outstanding Contract Loans (including any accrued interest) in default. These amounts will be withdrawn from the Loan Secured Fixed Account. To the extent the amount in the Loan Secured Fixed Account is insufficient to repay the outstanding loan amount; the balance will be withdrawn from the Separate Account and the Fixed Account on a pro rata basis.

If a partial or total withdrawal is requested while there is an existing Contract Loan, the Contract Withdrawal Value will be reduced by the unpaid principal amount of the outstanding Contract Loans and accumulated loan interest. Upon the death of the Contract Owner, the Company will pay the Beneficiary the Contract Value reduced by the unpaid principal amount of the outstanding Contract Loans and by accumulated loan interest.

The Company may deduct a one-time charge for each Contract Loan not to exceed \$35 from your Contract to cover Contract Loan processing and set-up expenses.

The Company may terminate the Contract in the event that the balance attributable to all Contract Loans under the Contract equals or exceeds the Contract Withdrawal Value.

Contract loans will not be permitted if there has been a default on a Contract Loan under this Contract or any other contract or account issued under a plan sponsored by your employer.

Unless otherwise restricted by your plan, the maximum number of Contract Loans permitted is three (3) at any one time; however, no more than two (2) Contract Loans may be taken in any calendar year. In addition the principal amount of any existing Contract Loan may not be increased.

Signed for C.M. Life Insurance Company by:

[ *Christine C. Peacock* ] [ *My W. [Signature]* ]

[SECRETARY]

[PRESIDENT]

<i>SERFF Tracking Number:</i>	<i>MASS-127299900</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>C.M. Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49316</i>
<i>Company Tracking Number:</i>	<i>TSA CM PRODS 2011</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>TSA CM Prods 2011</i>		
<i>Project Name/Number:</i>	<i>TSA CM Prods 2011 /TSA CM Prods 2011</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Flesch Certification	
<b>Bypass Reason:</b>	As described in the Filing Description on the General Information tab, we believe the submitted forms are exempt from state-mandated policy language simplification requirements because they contain technical IRS requirements and may be used for products registered with the Securities and Exchange Commission.	
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	
<b>Bypass Reason:</b>	Not applicable to this filing.	
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Life & Annuity - Acturial Memo	
<b>Bypass Reason:</b>	Not applicable to this filing.	
<b>Comments:</b>		



**C.M. LIFE INSURANCE COMPANY**  
**Enfield, CT 06082**

**NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT**

The Contract to which this Endorsement is attached is issued as a Tax-Sheltered Annuity (TSA) under Section 403(b) of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (I.R.C.). The Contract is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA). All provisions of the Contract and this Endorsement shall be interpreted in accordance with qualification as a TSA. All Contract Owner and beneficiary requests and elections in connection with the Contract must be timely made in a form and manner acceptable to the Company. Where appropriate, the word "Certificate" shall be substituted for the word "Contract," and the word "Participant" shall be substituted for the word "Owner" or "Contract Owner". The effective date of this Endorsement is the Issue Date shown on the Contract Schedule. If this Endorsement is replacing an existing TSA Endorsement, this Endorsement is effective as of the date of the replacement.

- (1) The interest of the Contract Owner is nontransferable within the meaning of I.R.C. Section 401(g) and, except as permitted by federal tax law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan (other than a loan described in Section (3) of this Endorsement) or as security for the performance of any obligation or for any other purpose, to any person other than to the Company.
- (2) Any distribution from the Contract may be made only if permitted under the terms of the Contract Owner's TSA plan. Additionally, any amounts in the Contract attributable to contributions made after December 31, 1988, pursuant to a salary reduction agreement and the earnings on such contributions and on amounts held on December 31, 1988, shall not be distributed unless the Contract Owner has reached age 59 1/2 separated from service (or, if after 12/31/01, has a severance from employment), died, become disabled (within the meaning of I.R.C. Section 72(m)(7), or incurred a hardship (in accordance with I.R.C. Section 403(b)(11) and as provided by the Company); provided, that amounts permitted to be distributed in the event of hardship shall be limited to actual salary reduction contributions (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by I.R.C. Section 414(p).

Any distribution of Purchase Payments made attributable to employer contributions into contracts issued after 12/31/08 are subject to the Contract Owner's specific TSA plan requirements.

- (3) Any loan under the Contract may only be made if permitted under the terms of the Contract Owner's specific TSA plan. If loans are permitted under the TSA plan, any loan under the Contract will be subject to the requirements of I.R.C. Section 72(p) and applicable regulations.
- (4) The Contract Owner's entire interest in this Contract shall be distributed as required under I.R.C. Section 403(b)(10), including the requirement that payments to persons other than the Contract Owner are incidental.

Except as otherwise provided by federal tax law, the term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Contract Owner attains age 70½; (2) the calendar year in which the Contract Owner retires; or (3) such later date to the extent permitted by law. However, except in the case of a Contract Owner whose interest in this Contract is on account of his or her participation in a

governmental plan (as defined in I.R.C. Section 414(d) or church plan (as defined in I.R.C. Section 401(a)(9)(C)), for a Contract Owner who is a 5-percent owner (as defined in I.R.C. Section 416) of the organization described in Section (13) of this Endorsement with respect to the plan year ending in the calendar year in which the Contract Owner attains age 70½, the required beginning date means April 1 of the calendar year following the calendar year in which the Contract Owner attains age 70½.

Unless otherwise permitted under applicable federal tax law, the Contract Owner's entire interest in this Contract will be distributed, or commence to be distributed, no later than the required beginning date, over (a) the life of the Contract Owner or the lives of the Contract Owner and his or her designated beneficiary (within the meaning of I.R.C. Section 401(a)(9)), or (b) a period certain not extending beyond the life expectancy of the Contract Owner or the joint and last survivor expectancy of the Contract Owner and his or her designated beneficiary, as required by law.

If the Contract Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be made in accordance with the requirements of I.R.C. Section 401(a)(9), including the incidental death benefit requirements of I.R.C. Section 401(a)(9)(G), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Proposed Income Tax Regulations, or any successor provision, as required by I.R.C. Section 403(b)(10).

- (5) Life expectancies will be calculated in accordance with the applicable requirements of the federal tax law, and will be computed by use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations, or subsequently issued successor tables. Life expectancies will not be recalculated after the Annuity Date. In other cases, life expectancies will not be recalculated except as permitted by law.
- (6) Direct transfers to another contract qualifying under I.R.C. Section 403(b) or to a custodial account qualifying under I.R.C. Section 403(b)(7) may be made only if permitted by the Contract Owner's TSA plan and applicable federal tax law. To the extent provided by federal tax law, amounts subject to distribution restrictions under the I.R.C. may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in I.R.C. Section 414(d) as provided in I.R.C. 403(b)(13).
- (7) A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an "eligible rollover distribution" paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

A distributee, within the meaning of this Section (7), includes a Contract Owner or a Contract Owner who is a former employee of an organization described in I.R.C. Section 403(b)(1)(A). In addition, the Contract Owner's surviving spouse and the Contract Owner's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order (as defined in I.R.C. Section 414(p)) are distributees within the meaning of this Section (7) with regard to the interest of the spouse or former spouse.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and survivor

expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under I.R.C. Section 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (4) any hardship distribution described in I.R.C. Section 403(b)(11) or I.R.C. Section 403(b)(7)(A)(ii) made to the Contract Owner after 1998; and (5) any other distribution(s), or portions thereof, to the extent provided under published federal income tax guidance.

To the extent permitted by Federal tax law, a portion of a distribution shall not fail to be an eligible rollover distribution for purposes of this Section (7) merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such after-tax portion may be transferred only to an eligible retirement plan that is permitted by law to accept such contributions. If required by law, the receiving plan must agree to separately account for amounts so transferred, including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not so includible. Also, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the Contract Owner may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

An eligible retirement plan is an annuity described in I.R.C. Section 403(b), an individual retirement account described in I.R.C. Section 408(a), an individual retirement annuity described in I.R.C. Section 408(b), a qualified plan under I.R.C. Sections 401(a) or 403(a) and an eligible plan under I.R.C. Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Contract. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in I.R.C. Section 414(p).

A direct rollover is a payment by the Company to the eligible retirement plan specified by the distributee. All eligible rollover distributions shall be made in accordance with the requirements of I.R.C. Sections 403(b)(8), 403(b)(10), and 401(a)(31) applicable to TSAs. This Section (7) applies to all eligible rollover distributions made after December 31, 1992.

- (8) The provisions of this Endorsement reflecting the requirements of I.R.C. Sections 401(a)(9) and 403(b)(10) override any payment option, Settlement Option, or annuity option which is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Q&A-3 of Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

Payments must be made in periodic intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in applicable federal tax law.

All Payments made under a joint and survivor option after the Contract Owner's death while the joint annuitant is alive must be made to the joint annuitant. A joint and last survivor annuity option providing periodic payments to the surviving Annuitant that are the same amount as the periodic payments made during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 10 years

younger than the Contract Owner. In addition, a joint and two-thirds survivor annuity option providing periodic payments to the surviving Annuitant computed on the basis of two-thirds of the annuity payment (or units) in effect during the joint lifetime of the two Annuitants is available only if the joint Annuitant is the Contract Owner's spouse or an individual who is not more than 24 years younger than the Contract Owner.

- (9) Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies after distribution of his or her interest in the Contract has begun, the remaining portion of such interest (if any) will be distributed at least as rapidly as under the method of distributions being used as of the date of the Contract Owner's death.

Unless otherwise permitted under applicable federal tax law, if the Contract Owner dies before distribution of his or her interest in the Contract has begun, the Owner's entire interest will be distributed in accordance with one of the following three provisions:

- (a) The Contract Owner's entire interest in the Contract will be distributed by December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, unless the designated beneficiary elects to receive the entire interest under (b) or (c) below.
- (b) If the Contract Owner's interest is payable to a designated beneficiary, except as provided in (c) below, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Contract Owner died. Such election by the designated beneficiary must be irrevocable and must be made no later than December 31 of the calendar year immediately following the calendar year in which the Contract Owner died.
- (c) If the designated beneficiary in (b) above is the Contract Owner's surviving spouse, the surviving spouse may elect to receive the entire interest in equal or substantially equal payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date on or before the later of (i) December 31 of the calendar year immediately following the calendar year in which the Contract Owner died, or (ii) December 31 of the calendar year in which the Contract Owner would have attained age 70 1/2. Such election by the surviving spouse must be irrevocable and must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Contract Owner's death, or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before distributions begin, the limitations of this Section (9) (without regard to this subsection (c)) will be applied as if the surviving spouse were the Contract Owner.

Distributions under this Section (9) are considered to have begun if distributions are made on account of the Contract Owner reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to the Contract Owner over a period permitted and in an annuity form acceptable under I.R.C. Section 401(a)(9).

- (10) Purchase Payments to the Contract may be made only to the extent (i) such payments are permitted under the Contract Owner's TSA plan and (ii) the Company and the Contract are

approved to receive contributions under the TSA plan or relevant information sharing agreement. Additionally, Purchase Payments must be made by an organization described in I.R.C. Section 403(b)(1)(A), except in the case of a rollover contribution under I.R.C. Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), or a nontaxable TSA exchange from another contract qualifying under I.R.C. Section 403(b) or a custodial account qualifying under I.R.C. Section 403(b)(7). Purchase Payments made pursuant to a Salary Reduction Agreement shall be limited to the extent provided in I.R.C. Section 402(g), except as permitted under I.R.C. Section 414(v), if applicable. Purchase Payments must not exceed the limitations on contributions under I.R.C. Sections 403(b)(2) and 415, as applicable. To the extent Purchase Payments are in excess of the amounts permitted under I.R.C. Sections 402(g), 415, 403(b), or 414(v), if applicable, the Company may distribute amounts equal to such excess as permitted by applicable law and directed by the Contract Owner or TSA plan.

- (11) The provisions of this Contract will be conformed, if necessary, to assure that this Contract remains a TSA under I.R.C. Section 403(b) and applicable regulations, as amended from time to time.
- (12) Joint or Contingent Owners are not permitted under this Contract.
- (13) The Contract Owner and the Annuitant must be the same person and must be an employee (or former employee) of an organization described in I.R.C. Section 403(b)(1)(A) and for whose benefit the organization established an annuity program under I.R.C. Section 403(b). The Contract Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal tax law. Except as permitted under Section (7) of this Endorsement, all distributions made while the Contract Owner is alive must be made to the Contract Owner.
- (14) The cost of insurance and method of calculating Purchase Payments and benefits under the Contract are to be based on unisex rates. All references to sex (with regard to rates and benefits) in the Contract are deleted.
- (15) The Contract is subject to the terms of the Contract Owner's TSA plan, provided the terms of the TSA plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Contract issuer or its affiliates greater than those set forth in the Contract or in any written agreement between the employer and the issuer or its affiliates. Notwithstanding the foregoing, in the event of a conflict between the terms of this Contract and any other terms of the TSA plan, such other terms of the TSA plan shall govern if necessary to ensure compliance with I.R.C. Section 403(b).

Signed for C.M. Life Insurance Company by:

[ *Christine C. Peaslee* ] [ *My W. [Signature]* ]

[SECRETARY]

[PRESIDENT]