

SERFF Tracking Number: MASS-125638209 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39263
Company Tracking Number: GMIB.3
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: GMIB.3
Project Name/Number: /

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: GMIB.3

SERFF Tr Num: MASS-125638209 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred
Variable

SERFF Status: Closed

State Tr Num: 39263

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: GMIB.3

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Diane Decoteau, Frances Henderson, Mary Ellen Smith, Amie

Spaseff

Date Submitted: 06/10/2008

Disposition Date: 06/16/2008

Disposition Status: Approved

Implementation Date Requested: 09/01/2008

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/16/2008

State Status Changed: 06/16/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Please see Cover Letter under Supporting Documentation tab.

Company and Contact

Filing Contact Information

SERFF Tracking Number: MASS-125638209 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39263
Company Tracking Number: GMI3.3
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: GMI3.3
Project Name/Number: /

Amie Spaseff, Compliance Assistant Aspaseff@MassMutual.com
1295 State Street (860) 562-4237 [Phone]
Springfield, MA 01111-0001 (860) 562-6008[FAX]

Filing Company Information

Massachusetts Mutual Life Insurance Company CoCode: 65935 State of Domicile: Massachusetts
1295 State Street Group Code: 435 Company Type:
MIP: M381
Springfield, MA 01111 Group Name: State ID Number:
(800) 767-1000 ext. [Phone] FEIN Number: 04-1590850

SERFF Tracking Number: MASS-125638209 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39263
Company Tracking Number: GMI3.3
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: GMI3.3
Project Name/Number: /

Filing Fees

Fee Required? Yes
Fee Amount: \$225.00
Retaliatory? Yes
Fee Explanation: Retaliatory Fee is \$75.00 per form. 3 forms X \$75.00 = \$225.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$225.00	06/10/2008	20760070

SERFF Tracking Number: MASS-125638209 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39263
Company Tracking Number: GMIB.3
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: GMIB.3
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/16/2008	06/16/2008

SERFF Tracking Number: MASS-125638209 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39263
Company Tracking Number: GMIB.3
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: GMIB.3
Project Name/Number: /

Disposition

Disposition Date: 06/16/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MASS-125638209 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39263
 Company Tracking Number: GMIB.3
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: GMIB.3
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Description of Variable Provisions		Yes
Supporting Document	Reference Document		Yes
Supporting Document	Cover Letter		Yes
Form	Guaranteed Minimum Income Benefit Rider		Yes
Form	Contract Schedule		Yes
Form	Exchange Endorsement		Yes

SERFF Tracking Number: MASS-125638209 State: Arkansas
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 Company Tracking Number: GMIB.3
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: GMIB.3
 Project Name/Number: /

Form Schedule

Lead Form Number: GMIB.3

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GMIB.3	Policy/Cont Guaranteed ract/Fratern Minimum Income al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GMIB.2 Previous Filing #: Paper Filing	0	GMIB.3 Rider Final Version 6-2008.pdf
	TMLS-EV.3	Policy/Cont Contract Schedule ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: TMLS-EV.2 Previous Filing #: MASS-125290511	0	TMLS-EV.3 Gen CS Final 06-02-08.pdf
	MM-EX	Policy/Cont Exchange ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	MM-EX Exchange Endorsement. pdf

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

GUARANTEED MINIMUM INCOME BENEFIT RIDER

This rider modifies the Contract to which it is attached. The effective date of this rider is the Rider Effective Date shown on the Contract Schedule. This rider is not available for selection [before the Annuitant's Age [50] or] on or after the Annuitant's Age [81]. In the case of a conflict with any provision in the Contract, the provisions of this rider will control.

The Contract is modified as follows:

The Guaranteed Minimum Income Benefit is established for the sole purpose of determining a minimum amount for the Contract Owner to annuitize the Contract. The Guaranteed Minimum Income Benefit will initially be equal to the Purchase Payments made within the first [two] Contract Years increased at the beginning of each Contract Year by an annual interest rate of [5% or 6%] adjusted for withdrawals as provided in the Adjustment for Withdrawals section below. The Guaranteed Minimum Income Benefit is available upon annuitization of the Contract. Partial annuitizations are considered withdrawals for the purposes of this rider. Any Purchase Payments made after the [second] Contract Year following the Rider Effective Date may reduce the value of the benefit under this rider.

Additional Purchase Payments made within the first [two] Contract Years are added to the Guaranteed Minimum Income Benefit, increased on a pro-rated basis from the date of receipt by the annual interest rate of [5% or 6%].

Adjustment For Withdrawals. For withdrawals, the Guaranteed Minimum Income Benefit is equal to the most recently calculated Guaranteed Minimum Income Benefit reduced by the withdrawal amount, provided such amount does not exceed the interest credited during the Contract Year. If the withdrawal amount is in excess of the interest credited, the Guaranteed Minimum Income Benefit will be further reduced by an adjustment for additional withdrawals. The adjustment is equal to A divided by B, with the result multiplied by C, where:

- A = the withdrawal amount in excess of the interest credited during the Contract Year;
- B = the Contract Value immediately prior to the withdrawal; and
- C = the most recently calculated Guaranteed Minimum Income Benefit.

The benefit waiting period is [ten years] after the later of the Rider Effective Date or the last reset date.

The Guaranteed Minimum Income Benefit is subject to the following conditions:

1. The Contract Owner may only use the Guaranteed Minimum Income Benefit by annuitizing the Contract on any Contract Anniversary after the expiration of the benefit waiting period provided the Annuitant is at least Age [60] but not older than Age [90].
 - If there has not been a reset of the Guaranteed Minimum Income Benefit, the portion of the Contract Value applied towards annuitizing the Guaranteed Minimum Income Benefit will be in the same proportion as the Purchase Payments received in the first [two] Contract Years bears to the total Purchase Payments received. The remaining portion of the Contract Value not applied will be available for use outside the Guaranteed Minimum Income Benefit.

- If there has been a reset of the Guaranteed Minimum Income Benefit, the portion of the Contract Value applied toward annuitizing the GMIB will be equal to A divided by B, where

A = the last reset amount; and

B = the last reset amount plus Purchase Payments applied since the last reset.

The Company must receive Written Request to annuitize the Contract within 30 calendar days prior to the Contract Anniversary on which annuity payments will commence.

2. The benefit is capped at [200% or 250%] of the Purchase Payments made within the first [two] Contract Years adjusted for withdrawals as provided in the Adjustment For Withdrawals section of this rider.
3. The method of annuitization chosen must be a Fixed Annuity, and the Fixed Annuity Options available include Life and Joint and Survivor Life which may have a period certain feature of no more than [20] years if the Annuitant is Age [80] and under; [10] years if the Annuitant is Age [81] and over. [A Period Certain Annuity is also available; provided, however, that the period certain must be at least [20 years]]

Fixed Annuity payments will be determined in accordance with the Contract provisions with the following exception: if the Guaranteed Minimum Income Benefit applied to the Annuity Purchase Rates set forth in the Fixed Annuity Rate Tables produces a higher payment, the Annuitant will receive the higher Fixed Annuity payment.

4. The Guaranteed Minimum Income Benefit ends upon the Contract Anniversary following the Annuitant's Age [90], and no further charges for this benefit will be assessed. At such time, if the Contract has not been annuitized, the Company will determine the Contract Value as of such Anniversary Date. If the Contract Value is less than [sixty percent (60%)] of the Guaranteed Minimum Income Benefit, the Company will increase the Contract Value to equal [sixty percent (60%)] of the Guaranteed Minimum Income Benefit; if the Contract Value is more than [sixty percent (60%)] of the Guaranteed Minimum Income Benefit, no adjustment will be made.
5. If the Contract Value falls below the Minimum Contract Value Which Must Remain in the Contract After a Partial Withdrawal, as shown in the Contract Schedule, and there is a remaining Guaranteed Minimum Income Benefit, the Contract Owner can annuitize the Guaranteed Minimum Income Benefit, or the Company will increase the Contract Value to equal [sixty percent (60%)] of the Guaranteed Minimum Income Benefit. At this point, the Guaranteed Minimum Income Benefit will terminate and no further charges for this benefit will be assessed.]

Reset Option

On each Contract Anniversary, beginning with the [first] Contract Anniversary, the Company will automatically reset the Guaranteed Minimum Income Benefit to the Contract Value as of the Contract Anniversary. At such time, the Company will also reset the benefit cap in Item 2 above to equal [200% or 250%] of the reset Guaranteed Minimum Income Benefit adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider.

This reset will begin a new [ten-year] benefit waiting period. The Guaranteed Minimum Income Benefit will automatically reset each Contract Anniversary unless the Contract Owner notifies the Company, by Written Request prior to the Contract Anniversary, not to reset the benefit.

If the Contract Value is less than the Guaranteed Minimum Income Benefit, the reset will not take place and the existing Guaranteed Minimum Income Benefit and benefit waiting period will remain in place.

If the Contract Value (that is, the Contract Value as of the reset, adjusted for subsequent withdrawals and investment experience) exceeds the Guaranteed Minimum Income Benefit, the Company will increase the Guaranteed Minimum Income Benefit to equal the Contract Value. The reset is only available up to and including the Annuitant's Age [80].

The following GMIB Reset Option Examples provide an illustration of how the reset option feature will work when the Guaranteed Minimum Income Benefit is less than the Contract Value (Example 1) and when the Guaranteed Minimum Income Benefit is more than the Contract Value (Example 2).

GMIB Reset Option Examples: (The examples assume an initial Purchase Payment of \$100,000 only.)

Example 1:

[Contract issue 09/01/2008 with GMIB Rider
Purchase Payments in first two years: \$100,000
No further payments or withdrawals
GMIB: \$110,250 as of 08/31/2010 (benefit waiting period ends 08/31/2018)
Contract Value at end of year 2: \$120,000

Reset as of 2nd Contract Anniversary (09/01/2010)
New GMIB: \$126,000 (\$120,000 x 5% credited interest at beginning of new Contract Year)
New benefit waiting period now ends 08/31/2020

\$6,000 available during Contract Year as dollar-for-dollar withdrawal

Example 2:

Contract issue 09/01/2008 with GMIB Rider
Purchase Payments in first two years: \$100,000
No further payments or withdrawals
GMIB: \$110,250 as of 08/31/2010 (benefit waiting period ends 08/31/2018)
Contract Value at end of year 2: \$90,000

Reset as of 2nd Contract Anniversary (09/01/2010)
No Reset, since Contract Value is less than GMIB - GMIB will be \$115,763 (\$110,250 x 5% credited interest)
Benefit waiting period still ends 08/31/2018

\$5,513 available during Contract Year as dollar-for-dollar withdrawal]

This rider will be discontinued upon the Company's receipt of a Written Request from the Contract Owner to terminate this rider.

The annuity rates attributable to this rider are subject to the rates shown in the Contract without referring to Note 1 of the Fixed Annuity Rates of the Contract.

Signed for Massachusetts Mutual Life Insurance Company by:



[SECRETARY]



[PRESIDENT]

CONTRACT SCHEDULE

CONTRACT NUMBER: [12345678]

ANNUITY DATE: [Max Age = 100]

ISSUE DATE: [09/08/2008]

CONTRACT SCHEDULE DATE: [09/08/2008]

PRODUCT VERSION: [Evolution]

CONTRACT OWNER: [JOHN DOE]

AGE AND SEX: [35]

JOINT OWNER: []

AGE AND SEX: [Maximum Issue Age 90]

ANNUITANT: [JOHN DOE]

AGE AND SEX: [35]

BENEFICIARY: As designated by the Contract Owner at the Issue Date, or as otherwise changed or provided in accordance with the Contract.

PURCHASE PAYMENTS

Initial Purchase Payment: [\$50,000.00]

Minimum Subsequent Purchase Payment: \$250, or, if the automatic investment plan option is elected, \$100.

Maximum Total Purchase Payments: For a Contract Owner up to Age 75 on the Issue Date, the maximum total Purchase Payments are \$1,000,000; for a Contract Owner over Age 75 on the Issue Date, the maximum total Purchase Payments are \$500,000. Purchase Payments above these amounts must be pre-approved by the Company. For a Joint Contract Owner, Age refers to the oldest Joint Contract Owner. If the Contract is owned by a non-natural person, then Contract Owner shall mean Annuitant.

Allocation Guidelines:

1. The Contract Owner may have Purchase Payments allocated to the Separate Account(s) subject to the conditions imposed on such allocations by the Company. However, we reserve the right to limit the number of investment choices that you may invest in to a maximum of 18 at any one time.
2. The Contract Owner may have Purchase Payments allocated to the Fixed Account(s) subject to the conditions imposed on such allocations by the Company. [Currently, the allocation of any Net Purchase Payment to the Fixed Account will be limited to 70% of the total Net Purchase Payment.] The Company reserves the right, upon 30 days advance notice to the Contract Owner, to limit the allocation of any Net Purchase Payment to the Fixed Account.

Purchase Payments may not be allocated to the Fixed Account if the Contract Owner is participating in either the Guaranteed Minimum Accumulation Benefit (GMAB), Guaranteed Minimum Income Benefit (GMIB) or Guaranteed Minimum Withdrawal Benefit (GMWB).

However, the Company reserves the right, upon 30 days advance notice to the Contract Owner, to modify permissible allocations to the Fixed Account and/or Sub-Accounts.

3. If the Purchase Payments and forms required to issue a Contract are in good order, the initial Net Purchase Payment will be credited to the Contract within two (2) business days after receipt at the Annuity Service Center. Additional Purchase Payments will be credited to the Contract as of the Valuation Period when they are received in good order.

TRANSFERS

Minimum and Maximum Amount to be Transferred: The minimum amount of a transfer is \$1,000 per transfer request (from one or multiple Sub-Accounts and the Fixed Account(s) during the Accumulation Period) or the Contract Owner's entire interest in the Sub-Account or Fixed Account(s), if less. This requirement is waived if the transfer is made in connection with any scheduled transfer program (e.g. dollar cost averaging, rebalancing, asset allocation, interest sweep) offered by the Company.

For any Contract Year, transfers out of the Declared Interest Rate Fixed Account are limited in amount to 30% of the Contract Value allocated to such account at the time of the first transfer in that Contract Year. The entire Contract Value allocated to the Fixed Account may be transferred in the Contract Year following 30% transfers in each of the immediately preceding three Contract Years, provided that Purchase Payments or transfers have not been applied to the Fixed Account(s) from the time the first annual transfer was made.

Transfers out of the Fixed Account(s) are done on a first-in-first-out basis. [Currently, the Company will limit transfers from the Separate Account such that no transfer can cause the Fixed Account to exceed 70% of the Contract Value.] The Company reserves the right, upon 30 days advance notice to the Contract Owner, to limit transfers from the Separate Account to the Fixed Account.

Transfers between Competing Accounts are not allowed except as provided below. The Fixed Account(s) and the money market Sub-Account are considered Competing Accounts. For a period of ninety (90) days following a transfer out of a Competing Account, no transfers may be made into that same account or any other Competing Account. However, transfers may be made from the money market Sub-Account to the Fixed Account(s) without regard to the Competing Accounts restrictions.

Number of Transfers: The Contract Owner may make unlimited transfers during the Accumulation Period and 6 transfers per calendar year during the Annuity Period, subject to the conditions imposed on such transfers by the Company. The Company reserves the right to limit transfers when the transfer privilege is being exercised to the detriment of other Contract Owners. The Company further reserves the right, upon 30 days advance notice to the Contract Owner, to limit the number of transfers in the future.

Unscheduled transfers may not be made if the Contract Owner is participating in either the Guaranteed Minimum Accumulation Benefit (GMAB), Guaranteed Minimum Income Benefit (GMIB) or Guaranteed Minimum Withdrawal Benefit (GMWB); provided, however, that the Company reserves the right, upon 30 days advance notice to the Contract Owner, to modify permissible transfers to the Fixed Account and/or Sub-Accounts.

Free Transfers: 12 per calendar year during the Accumulation Period; 6 per calendar year during the Annuity Period. All transfers made during a Valuation Period are deemed to be one transfer.

Transfer Fee: The Transfer fee will not exceed \$20 for each transfer in excess of the Free Transfers. In addition, this requirement is waived if transfers are made in connection with any scheduled transfer program offered by the Company or through an automatic voice response system or the internet.

Minimum Amount Which Must Remain In a Sub-Account or the Fixed Account(s) After a Transfer: \$1,000; or if the entire amount in the Sub-Account or Fixed Account(s) is less than \$1,000, the entire amount must be transferred.

WITHDRAWALS

Contingent Deferred Sales Charge (CDSC): A Contingent Deferred Sales Charge is assessed against the amount of the Contract Value withdrawn and may be applied to an Annuity Option. The charge is calculated at the time of each withdrawal or if applicable, at the time of annuitization. For partial withdrawals, the charge is deducted from the remaining Contract Value and is deducted from the Sub-Accounts and Fixed Account(s) in the same proportion that the amount of withdrawal from the Sub-Account or Fixed Account(s) bears to the total of the partial withdrawal.

Contract Year:	1	2	3	4	5	and thereafter
CDSC % of Contract Value:	7%	6%	6%	4%	0%	

Free Withdrawal Amount: During the first Contract Year, the Contract Owner may withdraw up to 10% of the Purchase Payments reduced by any Free Withdrawal Amount(s) previously taken during such Contract Year. Beginning in the second Contract Year, the Contract Owner may withdraw up to 10% of the Contract Value determined as of the end of the previous Contract Year plus 10% of any Purchase Payment received in the current Contract Year reduced by any Free Withdrawal Amount(s) previously taken during the current Contract Year.

Withdrawal Charge: None

Minimum Partial Withdrawal: \$250

Minimum Contract Value Which Must Remain in the Contract After a Partial Withdrawal:
[Qualified Plan: \$2,000; Non-Qualified Plan: \$5,000]

Number of Partial Withdrawals Permitted: [Currently, No Limit.] Guaranteed Minimum of one per Contract Year.

[GUARANTEED MINIMUM WITHDRAWAL BENEFIT (GMWB)]

Covered Person(s): [John Doe]
[Jane Doe]

Credit Period: [10] years from the Rider Effective Date

Guaranteed Lifetime Withdrawal Date: Later of the younger Covered Person's attainment of age [60] or Issue Date

Guaranteed Lifetime Withdrawal Percentage: [5%]

Guaranteed Withdrawal Percentage: [5%]

Maximum Benefit Base: [\$5,000,000]

Enhanced Benefit Base Date: [01/31/2018]

ANNUITY GUIDELINE PARAMETERS

1. If the amount to be applied under an Annuity Option is less than \$2,000 for a full annuitization, the Company reserves the right to pay the amount in a lump sum. If any Annuity Payment is less than \$100, the Company reserves the right to change the payment basis to equivalent quarterly, semi-annual or annual payments. The Company reserves the right to limit the number of partial annuitizations to a maximum of one per Contract Year. The minimum amount for a partial annuitization is \$10,000.
2. The Annuity Date must be the 1st through the 28th day of the month. Any full or partial annuitization cannot be earlier than [thirteen months] after the Issue Date.
3. The latest permitted Annuity Date is the earlier of:
 - (a) the 100th birthday of the Annuitant or the oldest Joint Annuitant;
 - (b) the latest date permitted under state law; or
 - (c) the 100th birthday of the Contract Owner or the oldest Joint Owner.

CONTRACT CHARGES

TYPE	DESCRIPTION/ AMOUNT
<p>Mortality And Expense Risk Charge</p>	<p>[The current charge is equal on an annual basis to 1.60% of the average daily net asset value of the Separate Account.] The maximum charge is equal on an annual basis to 1.75% of the average daily net asset value of the Separate Account. At the end of the [tenth] Contract Year and each Contract Year thereafter, the Company will calculate a credit as shown in the Persistency Credit section of the Contract Schedule.</p>
<p>Administrative Charge</p>	<p>[The current charge is equal on an annual basis to 0.15% of the average daily net asset value of the Separate Account.] The maximum Administrative Charge will not exceed 0.25% of the average daily net asset value of the Separate Account.</p>
<p>Annual Contract Maintenance Charge</p>	<p>[Currently, on the last day of each Contract Year an annual fee of \$40.00 per Contract Year will be deducted.] If a total withdrawal is made on other than the last day of the Contract Year, the Annual Contract Maintenance Charge will be deducted at the time of the total withdrawal. If the Annuity Date for a full annuitization is not the last day of the Contract Year, then a pro-rata portion of the Annual Contract Maintenance Charge will be deducted on the Annuity Date. The maximum charge will not exceed \$60.00 per Contract Year.</p> <p>This charge will be deducted at the end of each Contract Year from the Sub-Accounts in the same proportion that the amount of the Contract Value in each Sub-Account bears to the total Contract Value.</p> <p>During the Annuity Period, the Annual Contract Maintenance Charge will be deducted pro-rata from Annuity Payments regardless of Contract size and will result in a reduction of each Annuity Payment.</p>

CONTRACT CHARGES FOR OPTION(S) SELECTED

TYPE	DESCRIPTION/ AMOUNT
<p>[Annual Ratchet Death Benefit Charge</p>	<p>[The current charge is equal on an annual basis to 0.40% of the average daily net asset value of the Separate Account.] The maximum charge on an annual basis will not exceed 0.90% of the average daily net asset value of the Separate Account.]</p>
<p>[Guaranteed Minimum Accumulation Benefit Charge (GMAB)</p>	<p>[The current charge is equal on an annual basis to 0.50% of the average daily net asset value of the Separate Account.] The maximum charge on an annual basis will not exceed 1.00% of the average daily net asset value of the Separate Account. If the Contract Owner elects by Written Request to discontinue the GMAB Rider and its associated benefit, the charge will be discontinued upon the Company's receipt of such request. Selection of GMAB requires participation in an asset allocation program sponsored by the Company.]</p>
<p>[Guaranteed Minimum Income Benefit Charge (GMIB)</p>	<p>[The current charge is equal to [0.65%] of the Guaranteed Minimum Income Benefit and will be assessed up to and including the date on which the GMIB Rider is annuitized. The charge will be deducted [on a quarterly basis] from the Contract Value during each applicable Contract Year.] The maximum charge will not exceed 1.50% of the Guaranteed Minimum Income Benefit. If the Contract Owner elects by Written Request to discontinue the GMIB Rider and its associated benefit, the charge will be discontinued upon the Company's receipt of such request. Selection of GMIB requires participation in an asset allocation program sponsored by the Company.]</p>
<p>[Guaranteed Minimum Withdrawal Benefit Charge (GMWB)</p>	<p>[The current charge is equal to [0.60%] of the Guaranteed Minimum Withdrawal Benefit Base. The charge will be deducted [on a quarterly basis] from the Contract Value during each applicable Contract Year.] The maximum charge will not exceed 1.50% of the Guaranteed Minimum Withdrawal Benefit Base. If the Contract Owner elects by Written Request to discontinue the GMWB Rider and its associated benefit, the charge will be discontinued upon the Company's receipt of such request. Selection of GMWB requires participation in an asset allocation program sponsored by the Company.]</p>

CONTRACT CREDITS

TYPE	DESCRIPTION/ AMOUNT
Electronic Document Delivery Credit	For any Contract Year prior to [2008], in which the Contract Owner is participating in any electronic document delivery program offered by the Company for this product on a Contract Anniversary Date, a [\$24] credit will be applied on such Contract Anniversary proportionately to the Sub-Accounts of the Separate Account that the Contract Owner is invested in as of the date of the calculation. The Company reserves the right to continue, modify or discontinue this benefit for any Contract Year after [2007].
Persistency Credit	<p>The Company will calculate and apply a Persistency Credit in the amount of [0.20%] of the Contract Value attributable to the Separate Account. Such credit will be applied proportionately to the Sub-Accounts of the Separate Account that the Contract Owner is invested in as of the date of the calculation, as follows:</p> <ul style="list-style-type: none">• For any Contract issued in connection with an internal variable annuity exchange program offered by the Company, the credit will be calculated and applied at the end of the first Contract Year and each Contract Year thereafter;• For any other Contract, the credit will be calculated and applied at the end of the [tenth] Contract Year and each Contract Year thereafter.

RIDERS**RIDER EFFECTIVE DATE**

[Basic Death Benefit Rider]	[09/08/2008]
[Death Benefit Rider with Annual Ratchet Feature]	[09/08/2008]
[Fixed Account with Declared Interest Rate Rider]	[09/08/2008]
[Fixed Account for Dollar Cost Averaging Rider]	[09/08/2008]
[Guaranteed Minimum Accumulation Benefit Rider]	[09/08/2008]
[Guaranteed Minimum Income Benefit Rider]	[09/08/2008]
[Guaranteed Minimum Withdrawal Benefit Rider]	[09/08/2008]
[Nursing Home Benefit Rider]	[09/08/2008]
[Individual Retirement Annuity Rider]	[09/08/2008]
[Roth Individual Retirement Annuity Rider]	[09/08/2008]
[SIMPLE IRA Rider]	[09/08/2008]
[Qualified Plan Rider]	[09/08/2008]
[Non-ERISA Tax Sheltered Annuity Endorsement]	[09/08/2008]
[Unisex Annuity Rates Rider]	[09/08/2008]
[Exchange Endorsement]	[09/08/2008]

ANNUITY SERVICE CENTER:

Massachusetts Mutual Life Insurance Company
[Annuity Service Center
P.O. Box 9067
Springfield, MA 01102-9067]

FIXED ACCOUNT(S)

FIXED ACCOUNT(S):

The Minimum Guaranteed Interest Rate is [2.00% years 1-10; 3.00% thereafter].

SEPARATE ACCOUNT(S):

[Massachusetts Mutual Variable Annuity Separate Account 4].

Eligible Investments, Series:

[AIM Variable Insurance Funds

AIM V.I. Financial Services Fund (Series II Shares)
AIM V.I. Global Health Care Fund (Series II Shares)
AIM V.I. Technology Fund (Series II Shares)

Fidelity® Variable Insurance Products Fund

Fidelity® VIP Contrafund® Portfolio (Service Class II)

ING Investments

ING Global Real Estate Portfolio (Class S)

MML Series Investment Fund

MML Aggressive Allocation Fund (Service Class)
MML American Funds Core Allocation Fund (Service Class I)
MML American Funds Growth Fund (Service Class I)
MML American Funds International Fund (Service Class I)
MML Asset Allocation Fund (Service Class)
MML Balanced Allocation Fund (Service Class)
MML Blue Chip Growth Fund (Service Class)
MML Concentrated Growth Fund (Service Class I)
MML Conservative Allocation Fund (Service Class)
MML Emerging Growth Fund (Service Class)
MML Equity Income Fund (Service Class)
MML Equity Index Fund (Service Class I)
MML Foreign Fund (Service Class)
MML Global Fund (Service Class I)
MML Growth Allocation Fund (Service Class)
MML Growth & Income Fund (Service Class)
MML Growth Equity Fund (Service Class)
MML Income & Growth Fund (Service Class)
MML Large Cap Growth Fund (Service Class)
MML Large Cap Value Fund (Service Class)
MML Mid Cap Growth Fund (Service Class)
MML Mid Cap Value Fund (Service Class)
MML Moderate Allocation Fund (Service Class)
MML NASDAQ-100® Fund (Service Class)
MML Small Cap Growth Equity Fund (Service Class)
MML Small Cap Index Fund (Service Class)
MML Small/Mid Cap Value Fund (Service Class)

Sub-Accounts:

AIM V.I. Financial Services
AIM V.I. Global Health Care
AIM V.I. Technology

Fidelity® VIP Contrafund®

ING Global Real Estate Portfolio

MML Aggressive Allocation
MML American Funds Core Allocation
MML American Funds Growth
MML American Funds International
MML Capital Guardian Asset Allocation
MML Balanced Allocation
MML T. Rowe Price Blue Chip Growth
MML Legg Mason Concentrated Growth
MML Conservative Allocation
MML Emerging Growth
MML T. Rowe Price Equity Income
MML Equity Index
MML Templeton Foreign
MML Neuberger Berman Global
MML Growth Allocation
MML Capital Guardian Growth & Income
MML T. Rowe Price Growth Equity
MML American Century Income & Growth
MML AllianceBernstein Large Cap Growth
MML Davis Large Cap Value
MML T. Rowe Price Mid Cap Growth
MML American Century Mid Cap Value
MML Moderate Allocation
MML NASDAQ-100®
MML W&R/Wellington Small Cap Growth Equity
MML Small Cap Index
MML AllianceBernstein Small/Mid Cap Value]

[MML Series Investment Fund II

MML Blend Fund (Service Class)
MML China Fund (Service Class I)
MML Enhanced Index Core Equity Fund (Service Class)
MML Equity Fund (Service Class)
MML Inflation-Protected and Income Fund (Service Class)
MML Managed Bond Fund (Service Class)
MML Money Market Fund (Initial Class)
MML Small Cap Equity Fund (Service Class)
MML Small Company Opportunities Fund (Service Class)
MML Strategic Emerging Markets Fund (Service Class I)

MML Babson Blend
MML Baring China
MML Babson Enhanced Index Core Equity
MML Oppenheimer/Bernstein Equity
MML Babson Inflation-Protected and Income
MML Babson Managed Bond
MML Money Market
MML Oppenheimer Small Cap Equity
MML Oppenheimer Small Company Opportunities
MML Baring Strategic Emerging Markets

Oppenheimer Variable Account Funds

Oppenheimer Balanced Fund/VA (Service Shares)
Oppenheimer Capital Appreciation Fund/VA (Service Shares)
Oppenheimer Global Securities Fund/VA (Service Shares)
Oppenheimer High Income Fund/VA (Service Shares)
Oppenheimer Main Street Fund[®]/VA (Service Shares)
Oppenheimer MidCap Fund/VA (Service Shares)
Oppenheimer Strategic Bond Fund/VA (Service Shares)

Oppenheimer Balanced
Oppenheimer Capital Appreciation
Oppenheimer Global Securities
Oppenheimer High Income
Oppenheimer Main Street
Oppenheimer MidCap
Oppenheimer Strategic Bond

PIMCO

PIMCO CommodityRealReturn Strategy Portfolio (Advisor Class)

PIMCO CommodityRealReturn Strategy Portfolio

Panorama Series Fund, Inc.

Oppenheimer International Growth Fund/VA (Service Shares)

Oppenheimer International Growth]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

EXCHANGE ENDORSEMENT

This Endorsement modifies the Contract to which it is attached. This Endorsement became effective on the Issue Date shown on the Contract Schedule of the Contract. The Contract was issued in connection with an exchange program offered by Massachusetts Mutual Life Insurance Company. In case of a conflict with any provision in the Contract, the provisions of this Endorsement will control.

The Contingent Deferred Sales Charge percentage to be applied against the amount of the Contract Value withdrawn will be determined from the date of issue of the original exchanged contract, not from the date of issue shown on this Contract.

Signed for Massachusetts Mutual Life Insurance Company by:

[] []

[SECRETARY]

[PRESIDENT]

SERFF Tracking Number: MASS-125638209 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39263
Company Tracking Number: GMB.3
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: GMB.3
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 05/07/2008

Comments:

Attached please find the certification of compliance.

Attachment:

AR Compliance Certification.pdf

Review Status:

Satisfied -Name: Description of Variable Provisions 06/10/2008

Comments:

Attached please find the Description of Variable Provisions document.

Attachment:

Generic Description-06-05-08.pdf

Review Status:

Satisfied -Name: Reference Document 06/10/2008

Comments:

Attached please find the reference document which highlights all changes.

Attachment:

Rider and Schedule Reference Doc.PDF

Review Status:

Satisfied -Name: Cover Letter 06/10/2008

Comments:

Attached please find the Cover Letter which describes the details of this filing.

Attachment:

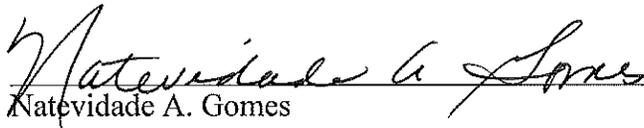
ARfile.pdf

STATE OF ARKANSAS

CERTIFICATION

MASSACHUSETTS MUTUAL LIFE INSURANCE CO.

I certify that the form and submission comply with all laws, regulations, bulletins and published guidelines applicable to this type of form.


Natevidade A. Gomes

Assistant Vice President and Chief Compliance Officer
Title of Responsible Officer

6-10-08
Date

***Proprietary Confidential Information of
Massachusetts Mutual Life Insurance Company***

***Description of Variable Provisions in the GMIB.3 Guaranteed Minimum
Income Benefit Rider, the TMLS-EV.3 Variable Annuity Contract Schedule,
and the MM-EX Exchange Endorsement for use with Variable Annuity
Contract Chassis Form TMLS***

The material that is bracketed in the Variable Annuity Contract documents captioned above is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. Below is a brief explanation of the key variable sections which pertain only to changes made relative to this Guaranteed Minimum Income Benefit Rider, TMLS-EV.3 Variable Annuity Contract Schedule and Exchange Endorsement filing. The bracketing previously approved is not detailed herein.

Provision with Brackets	Description
<p>1. GMIB.3 Rider</p> <p>Page 1 – First paragraph</p> <p>Page 1 – Third and fourth paragraphs</p>	<p><i>MassMutual will currently offer two versions of the Guaranteed Minimum Income Benefit Rider:</i></p> <p><i>a. 5% rollup with a 200% cap of the Purchase Payments made in the 1st two years;</i></p> <p><i>b. 6% rollup with a 250% cap of the Purchase Payments made in the 1st two years. The variability within the rider is detailed below.</i></p> <p><i>“This rider is not available for selection [before the Annuitant’s Age [50] or] on or after the Annuitant’s Age [81].</i></p> <p>The bracketed language <i>[before the Annuitant’s Age [50] or]</i> may be used prospectively for future issues on a non-discriminatory basis.</p> <p>Age 50 Range Information: Minimum is Age 35 Maximum is Age 60</p> <p>Age 81 Range Information: Minimum is Age 70 Maximum is Age 85</p> <p><i>“The Guaranteed Minimum Income Benefit will initially be equal to the Purchase Payments made within the first [two] Contract Years increased at the beginning of each Contract Year by an annual interest rate of [5% or 6%] adjusted for withdrawals as provided in the Adjustment for Withdrawals section below.”</i></p> <p><i>“Any Purchase Payments made after the [second] Contract Year following the Rider Effective Date may reduce the value of the benefit under this rider.”</i></p> <p><i>“Additional Purchase Payments made within the first [two] Contract Years are added to the Guaranteed Minimum Income Benefit, increased on a pro-rated basis from the date of receipt by the annual interest rate of [5% or 6%].”</i></p> <p>Initial base period for GMIB: Minimum is 1 year (first) Maximum is 10 years (tenth)</p>

<p>Page 1 – Sixth paragraph</p>	<p>Interest Rate Range Information: Minimum is 0% Maximum is 8%</p> <p><i>“The benefit waiting period is [ten years] after the later of the Rider Effective Date or the last reset date.”</i></p> <p>Range Information: Minimum is 5 years Maximum is 20 years</p>
<p>Page 1 – Item 1</p>	<p><i>“The Contract Owner may only use the Guaranteed Minimum Income Benefit by annuitizing the Contract on any Contract Anniversary after the expiration of the benefit waiting period provided the Annuitant is at least Age [60] but not older than Age [90].”</i></p> <p>Range Information for Age [60]: Minimum is age 50 Maximum is age 80</p> <p>Range Information for Age [90]: Minimum is age 75 Maximum is age 100</p>
<p>Page 1 – First bullet under Item 1</p>	<p><i>“If there has not been a reset of the Guaranteed Minimum Income Benefit, the portion of the Contract Value applied towards annuitizing the Guaranteed Minimum Income Benefit will be in the same proportion as the Purchase Payments received in the first [two] Contract Years bears to the total Purchase Payments received.”</i></p> <p>Initial base period for GMIB: Minimum is 1 year Maximum is 10 years</p>
<p>Page 2 – Item 2</p>	<p><i>“The benefit is capped at [200% or 250%] of the Purchase Payments made within the first [two] Contract Years adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider.”</i></p> <p>Range Information: Minimum is 125% Maximum is 400%</p> <p>Initial base period for GMIB: Minimum is 1 year Maximum is 10 years</p>
<p>Page 2 – Item 3</p>	<p><i>“The method of annuitization chosen must be a Fixed Annuity, and the Fixed Annuity Options available include Life and Joint and Survivor Life which may have a period certain feature of no more than [20] years if the Annuitant is Age [80] and under; [10] years if the Annuitant is Age [81] and over”.</i></p> <p>Range Information for [20] Years: Minimum is age 10 Maximum is age 30</p>

	<p>Range Information for Age [80]: Minimum is age 65 Maximum is age 85</p> <p>Range Information for [10] Years: Minimum is age 5 Maximum is age 20</p> <p>Range Information for Age [81]: Minimum is age 66 Maximum is age 86</p> <p>The bracketed language “[A Period Certain Annuity is also available; provided, however, that the period certain must be at least [20] years.)]” may be used prospectively for future issues on a non-discriminatory basis based on pricing considerations.</p> <p>Period Certain Range : Minimum is 10 years Maximum is 30 years</p>
<p>Page 2 – Item 4</p>	<p>“If the Contract Value is less than [sixty percent (60%)] of the Guaranteed Minimum Income Benefit, the Company will increase the Contract Value to equal [sixty percent (60%)] of the Guaranteed Minimum Income Benefit; if the Contract Value is more than [sixty percent (60%)] of the Guaranteed Minimum Income Benefit, no adjustment will be made.”</p> <p>Range Information: Minimum is 0% Maximum is 100%</p>
<p>Page 2 – Bracketed Item 5</p>	<p>[5. If the Contract Value falls below the Minimum Contract Value Which Must Remain in the Contract After a Partial Withdrawal, as shown in the Contract Schedule, and there is a remaining Guaranteed Minimum Income Benefit, the Contract Owner can annuitize the Guaranteed Minimum Income Benefit, or the Company will increase the Contract Value to equal [sixty percent (60%)] of the Guaranteed Minimum Income Benefit. At this point, the Guaranteed Minimum Income Benefit will terminate and no further charges for this benefit will be assessed.]</p> <p>The bracketed Item 5 may be used prospectively for future issues on a non-discriminatory basis. The range information regarding the [sixty percent (60%)] would be the same as in Item 4 above.</p>
<p>Page 2 –Reset Option First Paragraph of section</p>	<p>“On each Contract Anniversary, beginning with the [first] Contract Anniversary, the Company will automatically reset the Guaranteed Minimum Income Benefit to the Contract Value as of the Contract Anniversary.”</p> <p>Range Information: Minimum is first Contract Anniversary Maximum is seventh Contract Anniversary</p>

<p>Second Paragraph of section</p> <p>Fifth Paragraph of section</p> <p>Page 3 – GMIB Reset Option Examples</p> <p>Page 3 – Officers Titles/Signatures</p>	<p><i>At such time, the Company will also reset the benefit cap in Item 2 above to equal [200% or 250%] of the reset Guaranteed Minimum Income Benefit adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider.</i></p> <p>Range Information: Minimum is 125% Maximum is 400%</p> <p><i>“This reset will begin a new [ten-year] benefit waiting period.</i></p> <p>Range Information: Minimum is 5 years Maximum is 20 years</p> <p><i>“The reset option is only available up to and including Age [80].”</i></p> <p>Range Information: Minimum is Age 70 Maximum is Age 90</p> <p><i>The examples are bracketed to allow for calculations based on either a 5% or 6% interest rate and for future revision if any of the underlying assumptions used for calculation are changed according to the parameters outlined in this document.</i></p> <p><i>The titles, “[Secretary]” and “[President]” are bracketed to allow for future change in the titles of the officers authorized to sign the contract rider documents. The officers’ signatures are also bracketed to allow for future variability.</i></p>
<p>2. TMLS-EV.3 Contract Schedule</p> <p>Page 4D –Annuity Guideline Parameters, Item 2</p> <p>Page 4E - Mortality And Expense Risk Charge</p>	<p><i>“Any full or partial annuitization cannot be earlier than [thirteen months] after the Issue Date.”</i></p> <p>Range Information: Minimum is 30 days Maximum is 5 years</p> <p><i>[The current charge is equal on an annual basis to 1.60% of the average daily net asset value of the Separate Account.] The maximum charge is equal on an annual basis to 1.75% of the average daily net asset value of the Separate Account.</i></p> <p>Range Information: Minimum is 1.00% Maximum is 1.75%</p>

REFERENCE DOCUMENTS

WITH CHANGES HIGHLIGHTED

- **GMB.3 Rider**
- **Contract Schedule TMLS-EV.3**
 - **Pages 4C-4E & 4G**

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

GUARANTEED MINIMUM INCOME BENEFIT RIDER

This rider modifies the Contract to which it is attached. The effective date of this rider is the Rider Effective Date shown on the Contract Schedule. This rider is not available for selection ~~before the Annuitant's Age [50] or~~ on or after ~~the Annuitant's Age [81]~~. In the case of a conflict with any provision in the Contract, the provisions of this rider will control.

The Contract is modified as follows:

The Guaranteed Minimum Income Benefit is established for the sole purpose of determining a minimum amount for the Contract Owner to annuitize the Contract. The Guaranteed Minimum Income Benefit will initially be equal to the Purchase Payments made within the first [two] Contract Years increased at the beginning of each Contract Year by an annual interest rate of [5% or 6%] adjusted for withdrawals as provided in the Adjustment for Withdrawals section below. The Guaranteed Minimum Income Benefit is available upon annuitization of the Contract. Partial annuitizations are considered withdrawals for the purposes of this rider. Any Purchase Payments made after the [second] Contract Year following the Rider Effective Date may reduce the value of the benefit under this rider.

Additional Purchase Payments made within the first [two] Contract Years are added to the Guaranteed Minimum Income Benefit, increased on a pro-rated basis from the date of receipt by the annual interest rate of [5% or 6%].

Adjustment For Withdrawals. For withdrawals, the Guaranteed Minimum Income Benefit is equal to the most recently calculated Guaranteed Minimum Income Benefit reduced by the withdrawal amount, provided such amount does not exceed the interest credited during the Contract Year. If the withdrawal amount is in excess of the interest credited, the Guaranteed Minimum Income Benefit will be further reduced by an adjustment for additional withdrawals. The adjustment is equal to A divided by B, with the result multiplied by C, where:

- A = the withdrawal amount in excess of the interest credited during the Contract Year;
- B = the Contract Value immediately prior to the withdrawal; and
- C = the most recently calculated Guaranteed Minimum Income Benefit.

The benefit waiting period is [ten years] after the later of the Rider Effective Date or the last reset date.

The Guaranteed Minimum Income Benefit is subject to the following conditions:

1. The Contract Owner may only use the Guaranteed Minimum Income Benefit by annuitizing the Contract on any Contract Anniversary after the expiration of the benefit waiting period provided the Annuitant is at least Age [60] but not older than Age [90].
 - If there has not been a reset of the Guaranteed Minimum Income Benefit, the portion of the Contract Value applied towards annuitizing the Guaranteed Minimum Income Benefit will be in the same proportion as the Purchase Payments received in the first [two] Contract Years bears to the total Purchase Payments received. The remaining portion of the Contract Value not applied will be available for use outside the Guaranteed Minimum Income Benefit.

- If there has been a reset of the Guaranteed Minimum Income Benefit, the portion of the Contract Value applied toward annuitizing the GMIB will be equal to A divided by B, where
A = the last reset amount; and
B = the last reset amount plus Purchase Payments applied since the last reset.

The Company must receive Written Request to annuitize the Contract within 30 calendar days prior to the Contract Anniversary on which annuity payments will commence.

2. The benefit is capped at [200% or 250%] of the Purchase Payments made within the first [two] Contract Years adjusted for withdrawals as provided in the Adjustment For Withdrawals section of this rider.

3. The method of annuitization chosen must be a Fixed Annuity, and the Fixed Annuity Options available include Life and Joint and Survivor Life which may have a period certain feature of no more than [20] years if the Annuitant is Age [80] and under; [10] years if the Annuitant is Age [81] and over. [A Period Certain Annuity is also available, provided, however, that the period certain must be at least [20 years]]

Fixed Annuity payments will be determined in accordance with the Contract provisions with the following exception: if the Guaranteed Minimum Income Benefit applied to the Annuity Purchase Rates set forth in the Fixed Annuity Rate Tables produces a higher payment, the Annuitant will receive the higher Fixed Annuity payment.

4. The Guaranteed Minimum Income Benefit ends upon the Contract Anniversary following the Annuitant's Age [90], and no further charges for this benefit will be assessed. At such time, if the Contract has not been annuitized, the Company will determine the Contract Value as of such Anniversary Date. If the Contract Value is less than [sixty percent (60%)] of the Guaranteed Minimum Income Benefit, the Company will increase the Contract Value to equal [sixty percent (60%)] of the Guaranteed Minimum Income Benefit; if the Contract Value is more than [sixty percent (60%)] of the Guaranteed Minimum Income Benefit, no adjustment will be made.

5. If the Contract Value falls below the Minimum Contract Value Which Must Remain in the Contract After a Partial Withdrawal, as shown in the Contract Schedule, and there is a remaining Guaranteed Minimum Income Benefit, the Contract Owner can annuitize the Guaranteed Minimum Income Benefit, or the Company will increase the Contract Value to equal [sixty percent (60%)] of the Guaranteed Minimum Income Benefit. At this point, the Guaranteed Minimum Income Benefit will terminate and no further charges for this benefit will be assessed.

Reset Option

On each Contract Anniversary, beginning with the [first] Contract Anniversary, the Company will automatically reset the Guaranteed Minimum Income Benefit to the Contract Value as of the Contract Anniversary. At such time, the Company will also reset the benefit cap in Item 2 above to equal [200% or 250%] of the reset Guaranteed Minimum Income Benefit adjusted for withdrawals as provided in the Adjustment for Withdrawals section of this rider.

This reset will begin a new [ten-year] benefit waiting period. The Guaranteed Minimum Income Benefit will automatically reset each Contract Anniversary unless the Contract Owner notifies the Company, by Written Request prior to the Contract Anniversary, not to reset the benefit.

If the Contract Value is less than the Guaranteed Minimum Income Benefit, the reset will not take place and the existing Guaranteed Minimum Income Benefit and benefit waiting period will remain in place.

If the Contract Value (that is, the Contract Value as of the reset, adjusted for subsequent withdrawals and investment experience) exceeds the Guaranteed Minimum Income Benefit, the Company will increase the Guaranteed Minimum Income Benefit to equal the Contract Value. The reset is only available up to and including the Annuitant's Age [80]

The following GMIB Reset Option Examples provide an illustration of how the reset option feature will work when the Guaranteed Minimum Income Benefit is less than the Contract Value (Example 1) and when the Guaranteed Minimum Income Benefit is more than the Contract Value (Example 2).

GMIB Reset Option Examples: (The examples assume an initial Purchase Payment of \$100,000 only.)

Example 1:

[Contract issue 09/01/2008 with GMIB Rider
Purchase Payments in first two years: \$100,000
No further payments or withdrawals
GMIB: \$110,250 as of 08/31/2010 (benefit waiting period ends 08/31/2018)
Contract Value at end of year 2: \$120,000

Reset as of 2nd Contract Anniversary (09/01/2010)
New GMIB: \$126,000 (\$120,000 x 5% credited interest at beginning of new Contract Year)
New benefit waiting period now ends 08/31/2020

\$6,000 available during Contract Year as dollar-for-dollar withdrawal

Example 2:

[Contract issue 09/01/2008 with GMIB Rider
Purchase Payments in first two years: \$100,000
No further payments or withdrawals
GMIB: \$110,250 as of 08/31/2010 (benefit waiting period ends 08/31/2018)
Contract Value at end of year 2: \$90,000

Reset as of 2nd Contract Anniversary (09/01/2010)
No Reset, since Contract Value is less than GMIB - GMIB will be \$115,763 (\$110,250 x 5% credited interest)
Benefit waiting period still ends 08/31/2018

\$5,513 available during Contract Year as dollar-for-dollar withdrawal]

This rider will be discontinued upon the Company's receipt of a Written Request from the Contract Owner to terminate this rider.

The annuity rates attributable to this rider are subject to the rates shown in the Contract without referring to Note 1 of the Fixed Annuity Rates of the Contract.

Signed for Massachusetts Mutual Life Insurance Company by:



[SECRETARY]



[PRESIDENT]

Transfer Fee: The Transfer fee will not exceed \$20 for each transfer in excess of the Free Transfers. In addition, this requirement is waived if transfers are made in connection with any scheduled transfer program offered by the Company or through an automatic voice response system or the internet.

Minimum Amount Which Must Remain In a Sub-Account or the Fixed Account(s) After a Transfer: \$1,000; or if the entire amount in the Sub-Account or Fixed Account(s) is less than \$1,000, the entire amount must be transferred.

WITHDRAWALS

Contingent Deferred Sales Charge (CDSC): A Contingent Deferred Sales Charge is assessed against the amount of the Contract Value withdrawn and may be applied to an Annuity Option. The charge is calculated at the time of each withdrawal or if applicable, at the time of annuitization. For partial withdrawals, the charge is deducted from the remaining Contract Value and is deducted from the Sub-Accounts and Fixed Account(s) in the same proportion that the amount of withdrawal from the Sub-Account or Fixed Account(s) bears to the total of the partial withdrawal.

Contract Year:	1	2	3	4	5	and thereafter
CDSC % of Contract Value:	7%	6%	6%	4%	0%	

Free Withdrawal Amount: During the first Contract Year, the Contract Owner may withdraw up to 10% of the Purchase Payments reduced by any Free Withdrawal Amount(s) previously taken during such Contract Year. Beginning in the second Contract Year, the Contract Owner may withdraw up to 10% of the Contract Value determined as of the end of the previous Contract Year plus 10% of any Purchase Payment received in the current Contract Year reduced by any Free Withdrawal Amount(s) previously taken during the current Contract Year.

Withdrawal Charge: None

Minimum Partial Withdrawal: \$250

Minimum Contract Value Which Must Remain in the Contract After a Partial Withdrawal:
[Qualified Plan: \$2,000; Non-Qualified Plan: \$5,000]

Number of Partial Withdrawals Permitted: [Currently, No Limit.] Guaranteed Minimum of one per Contract Year.

[GUARANTEED MINIMUM WITHDRAWAL BENEFIT (GMWB)]

Covered Person(s): [John Doe]
[Jane Doe]

Credit Period: [10] years from the Rider Effective Date

Guaranteed Lifetime Withdrawal Date: Later of the younger Covered Person's attainment of age [60] or Issue Date

Guaranteed Lifetime Withdrawal Percentage: [5%]

Guaranteed Withdrawal Percentage: [5%]

Maximum Benefit Base: [\$5,000,000]

Enhanced Benefit Base Date: [01/31/2018]

ANNUITY GUIDELINE PARAMETERS

1. If the amount to be applied under an Annuity Option is less than \$2,000 for a full annuitization, the Company reserves the right to pay the amount in a lump sum. If any Annuity Payment is less than \$100, the Company reserves the right to change the payment basis to equivalent quarterly, semi-annual or annual payments. The Company reserves the right to limit the number of partial annuitizations to a maximum of one per Contract Year. The minimum amount for a partial annuitization is \$10,000.
2. The Annuity Date must be the 1st through the 28th day of the month. Any full or partial annuitization cannot be earlier than ~~thirteen months~~ after the Issue Date.
3. The latest permitted Annuity Date is the earlier of:
 - (a) the 100th birthday of the Annuitant or the oldest Joint Annuitant;
 - (b) the latest date permitted under state law; or
 - (c) the 100th birthday of the Contract Owner or the oldest Joint Owner.

CONTRACT CHARGES

TYPE	DESCRIPTION/ AMOUNT
<p>Mortality And Expense Risk Charge</p>	<p>[The current charge is equal on an annual basis to 1.60% of the average daily net asset value of the Separate Account.] The maximum charge is equal on an annual basis to 1.75% of the average daily net asset value of the Separate Account. At the end of the [tenth] Contract Year and each Contract Year thereafter, the Company will calculate a credit as shown in the Persistency Credit section of the Contract Schedule.</p>
<p>Administrative Charge</p>	<p>[The current charge is equal on an annual basis to 0.15% of the average daily net asset value of the Separate Account.] The maximum Administrative Charge will not exceed 0.25% of the average daily net asset value of the Separate Account.</p>
<p>Annual Contract Maintenance Charge</p>	<p>[Currently, on the last day of each Contract Year an annual fee of \$40.00 per Contract Year will be deducted.] If a total withdrawal is made on other than the last day of the Contract Year, the Annual Contract Maintenance Charge will be deducted at the time of the total withdrawal. If the Annuity Date for a full annuitization is not the last day of the Contract Year, then a pro-rata portion of the Annual Contract Maintenance Charge will be deducted on the Annuity Date. The maximum charge will not exceed \$60.00 per Contract Year.</p> <p>This charge will be deducted at the end of each Contract Year from the Sub-Accounts in the same proportion that the amount of the Contract Value in each Sub-Account bears to the total Contract Value.</p> <p>During the Annuity Period, the Annual Contract Maintenance Charge will be deducted pro-rata from Annuity Payments regardless of Contract size and will result in a reduction of each Annuity Payment.</p>

CONTRACT CREDITS

TYPE	DESCRIPTION/ AMOUNT
<p>Electronic Document Delivery Credit</p>	<p>For any Contract Year prior to [2008], in which the Contract Owner is participating in any electronic document delivery program offered by the Company for this product on a Contract Anniversary Date, a [\$24] credit will be applied on such Contract Anniversary proportionately to the Sub-Accounts of the Separate Account that the Contract Owner is invested in as of the date of the calculation. The Company reserves the right to continue, modify or discontinue this benefit for any Contract Year after [2007].</p>
<p>Persistency Credit</p>	<p>The Company will calculate and apply a Persistency Credit in the amount of [0.20%] of the Contract Value attributable to the Separate Account. Such credit will be applied proportionately to the Sub-Accounts of the Separate Account that the Contract Owner is invested in as of the date of the calculation, as follows:</p> <ul style="list-style-type: none"> • For any Contract issued in connection with an internal variable annuity exchange program offered by the Company, the credit will be calculated and applied at the end of the first Contract Year and each Contract Year thereafter; • For any other Contract, the credit will be calculated and applied at the end of the [tenth] Contract Year and each Contract Year thereafter.



June 10, 2008

Mr. John Shields
Department of Insurance
Life and Health Division
1200 W. Third Street
Little Rock, AR 72201

RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850
Form #GMIB.3 - Guaranteed Minimum Income Benefit Rider
Form #TMLS-EV.3 - Contract Schedule for Individual Deferred Annuity Contract
Form #MM-EX - Exchange Endorsement

Dear Mr. Shields:

The captioned GMIB.3 Guaranteed Minimum Income Benefit Rider for use with our Individual Variable Deferred Annuity Contract chassis, form #TMLS, which was previously approved by your Department on December 13, 2001, is being submitted for your approval. This form will be issued on a going forward basis for new contract owners only.

The GMIB.3 rider updates our current GMIB.2 rider by providing for an automatic reset feature starting in the first year. We also changed the maximum age at which the benefit can be exercised from age 85 to 90, and have made the last reset available at age 80 instead of age 75. We removed the withdrawal and commutation sections because variable annuitization of the GMIB benefit is not provided under the GMIB.3 rider. There will not be any change in the charges associated with the GMIB benefit.

The captioned TMLS-EV.3 Contract Schedule, which is for use with form #TMLS noted above, is also being submitted for your approval. We have revised the Contingent Deferred Sales Charge Schedule from a 5-year to a 4-year schedule. Additional changes are: an increase in the Mortality and Expense charge, which is within the variable range originally approved with this product, the addition of a Persistency Credit and an updating of the available bracketed funds.

Upon approval and implementation, these forms will replace those outlined in the following chart.

REVISED SUBMITTED POLICY FORMS	FORM TYPE	PREVIOUSLY-APPROVED POLICY FORMS	Approval Date
GMIB.3	Rider	GMIB.2	5/11/2007
TMLS-EV.3	Contract Schedule	TMLS-EV.2	10/11/2007

The last form in the submission, #MM-EX, is an Exchange Endorsement that provides, in the case of internal exchanges, that the Contingent Deferred Sales Charge on amounts withdrawn from the new contract will be determined as of the date of issue of the original exchanged contract.

The material that is bracketed is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. We have enclosed a Description of Variables which describes the parameters of the bracketing in the GMIB.3 form, and additionally details the bracketing on the Contract Schedule relative to this filing.

Also enclosed is an actuarial memorandum in support of this filing.

To facilitate your review of the captioned GMIB.3 Rider and Contract Schedule, please note that we have attached for reference purposes copies of the applicable rider and Contract Schedule pages with the changes highlighted.

Since the enclosed forms will be used exclusively for products that are 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 form. 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 form.

If you have any questions regarding this filing, please call me at 1-800-234-5606, extension 24237 or my associate, Mary Ellen Smith at extension 22714. My email address is aspaseff@massmutual.com. We would appreciate your approval of this filing at your earliest convenience

Sincerely,

A handwritten signature in cursive script that reads "Amie Spaseff". The signature is written in black ink and is positioned above the typed name and title.

Amie Spaseff
Compliance Assistant