

SERFF Tracking Number: MASS-127110345 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48479
 Company Tracking Number: NEW ELEVATIONS
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: New Elevations
 Project Name/Number: New Elevations/New Elevations

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company
 Product Name: New Elevations SERFF Tr Num: MASS-127110345 State: Arkansas
 TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 48479
 Sub-TOI: A02I.003 Single Premium Co Tr Num: NEW ELEVATIONS State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Diane Decoteau, Mary Ellen Smith, Amie Clark Disposition Date: 05/18/2011
 Date Submitted: 04/13/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: 08/22/2011 Implementation Date:

State Filing Description:

General Information

Project Name: New Elevations Status of Filing in Domicile: Pending
 Project Number: New Elevations 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: 05/18/2011
 State Status Changed: 05/18/2011
 Deemer Date: Created By: Mary Ellen Smith
 Submitted By: Diane Decoteau Corresponding Filing Tracking Number:
 Filing Description:
 RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850
 Form #SPFIA11: Individual Fixed Deferred Annuity Contract
 Form #SPFIA11-SCH-FIA: Contract Schedule

The captioned forms for our new Individual Fixed Deferred Annuity product, posted under the Form Schedule tab, are submitted for your approval. These forms do not replace any previously approved forms.

These forms will be used for both the tax qualified and non-qualified markets. Solicitation will be conducted by properly

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Variable
Product Name: New Elevations
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licensed agents and brokers through direct contact with members of the public.

This new single premium product provides an Indexed Account, with interest to be credited each Contract Anniversary based on an external index, and a Fixed Account with interest to be credited daily based on interest rates set by the Company. There is a seven-year surrender charge period for this product. The Nursing Home and Hospital Withdrawal Benefit Rider (MM-NHB) and the Terminal Illness Withdrawal Benefit Rider (MM-TI), and the Unisex Annuity Rates Rider (MUFA10-UR), as applicable, which were all previously approved by your Department on February 11, 2010 (State Tracking #44172), will also be used with this product.

Please note that we will also be using the following previously approved tax riders with this contract: IRA-1MM and Roth IRA-1MM approved by your Department on July 11, 2002, and QP.1, Qualified Plan Rider, approved on December 26, 2003.

Also posted under the Supporting Documentation tab is an actuarial memorandum and Readability Certification in support of this filing.

The material that is bracketed is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. We have submitted separate Statements of Variables under the Supporting Documentation tab which describe the parameters of the bracketing for each submitted form. This will enable us to implement the existing product design in an efficient and cost effective manner.

At some point in the future, our Company may decide to change the policy print system that currently generates the above referenced contract, schedule pages and related contract 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 and pagination 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. 24867. We would appreciate approval of these forms at your earliest convenience.

Company and Contact

Filing Contact Information

Diane Decoteau,
1295 State Street
M258

Ddecoteau@MassMutual.com
800-234-5606 [Phone] 24867 [Ext]

Springfield, MA 01111-0001

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? Yes
 Fee Explanation: \$150 = \$75/form x 2 forms
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$150.00	04/13/2011	46529388

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/18/2011	05/18/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	04/18/2011	04/18/2011	Diane Decoteau	05/18/2011	05/18/2011

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Variable Material		Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	External-Indexed Contract Guidelines Certification		Yes
Form	INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST		Yes
Form	Contract Schedule		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/18/2011
Submitted Date 04/18/2011
Respond By Date 05/18/2011

Dear Diane Decoteau,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/18/2011
Submitted Date 05/18/2011

Dear Linda Bird,

Comments:

Thank you for your letter of 04/18/2011.

Response 1

Comments: We assure the Department that we are in compliance with Ark. Code Ann. 23-79-138, Bulletin 15-2009 and Regulation 49.

A Certification that the submission complies with all laws, regulations, bulletins and published guidelines applicable to the forms being filed has been posted under the Supporting Documentation tab.

In addition, we've also posted a Certification that we are in compliance with the External-Indexed Contract Guidelines.

Per your conversation with our actuary, Frank Morris, we have revised the Actuarial Memorandum to state the method we will use to calculate the reserves; and included a document which details our FIA Indexed Account Hedging Program.

Related Objection 1

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Form Schedule

Lead Form Number: SPFIA11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SPFIA11	Policy/Contract/Fraternal Certificate	INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST	Initial		45.200	SPFIA11 New Elevations Contract- Generic 04-13-11.pdf
	SPFIA11-SCH-FIA	Schedule Pages	Contract Schedule	Initial			SPFIA11-SCH-FIA Contract Schedule- Generic 04-13-11.pdf

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

Massachusetts Mutual Life Insurance Company (Company) will make Annuity Payments in accordance with the provisions of this Contract.

This Contract is issued by the Company at its Home Office, [1295 State Street, Springfield, Massachusetts 01111-0001], on the Issue Date. This Contract is issued in exchange for the payment of the Purchase Payment. The Company may be contacted by phone at [1-800-272-2216] or by means of the Company website at [www.massmutual.com].

RIGHT TO EXAMINE CONTRACT: The Contract Owner has the right to return this Contract. This Contract may be returned to the Company for any reason within ten (10) calendar days[, or thirty (30) calendar days if this Contract is replacing another annuity contract or life insurance policy,] after its receipt by the Contract Owner. It may be returned by delivering or mailing it to the Company at our Service Center or to the Agent who sold it. When this Contract is received by the Company, it will be voided as if it had never been in force. Upon its return, the Company will refund the Purchase Payment, reduced by any amounts withdrawn, within seven (7) calendar days after receipt of this Contract by the Company at our Service Center.

**THIS IS A LEGAL CONTRACT BETWEEN
THE CONTRACT OWNER AND THE COMPANY**

READ YOUR CONTRACT CAREFULLY

[] []

[SECRETARY]

[PRESIDENT]

INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST

- **THIS CONTRACT IS NON-PARTICIPATING.**
- **ANNUITY PAYMENTS WILL BECOME PAYABLE ON THE ANNUITY DATE.**
- **THIS CONTRACT PROVIDES A DEATH BENEFIT.**
- **THIS CONTRACT PROVIDES WAIVER OF SURRENDER CHARGE BENEFITS.**
- **ALTHOUGH CONTRACT VALUES MAY BE AFFECTED BY THE EXTERNAL INDEX, THIS CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.**

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INSERT SCHEDULE PAGES 4A+ HERE

DEFINITIONS

ACCUMULATION PERIOD. The period prior to the application of the entire Contract Value to provide Annuity Payments under this Contract.

AGE. The actual age of any Contract Owner or Annuitant. If this Contract is owned by a non-natural person, then age shall mean the actual age of the Annuitant.

ANNUAL CONTRACT MAINTENANCE CHARGE. The Company reserves the right to deduct an Annual Contract Maintenance Charge from the Contract Value to reimburse it for expenses relating to the maintenance of this Contract. The Annual Contract Maintenance Charge is shown on the Contract Schedule.

ANNUITANT. The primary person upon whose life Annuity Payments are to be made. The term Annuitant shall also include the Joint Annuitant.

ANNUITY DATE. A date on which the Contract Owner elects to begin receiving Annuity Payments. The latest date on which an election may be made is shown as the Latest Permitted Annuity Date on the Contract Schedule.

ANNUITY PAYMENTS. The series of payments that will be made pursuant to any Annuity Option elected.

ANNUITY OPTIONS. Options available for Annuity Payments.

ANNUITY PERIOD. The period which begins on the Annuity Date and ends with the last Annuity Payment.

BENEFICIARY. The person(s) or entity(ies) designated to receive the Death Benefit provided by this Contract.

CONTRACT ANNIVERSARY. An anniversary of the Issue Date of this Contract.

CONTRACT OWNER. The person(s) or entity entitled to the ownership rights stated in this Contract. The term Contract Owner shall also include the Joint Contract Owner.

CONTRACT SCHEDULE DATE. The effective date of any Contract Schedule. A Contract Schedule bearing the latest Contract Schedule Date will supersede all previous Contract Schedules.

CONTRACT VALUE. The Contract Value on the Contract Issue Date is equal to the Net Purchase Payment plus the Issue Credit. On any day after the Contract Issue Date, it is the Net Purchase Payment plus the Issue Credit increased by any interest credited to this Contract, less any amounts that have been withdrawn, and less any charges that have been deducted. The Contract Value that is shown on the Contract Schedule is as of that Contract Schedule Date.

CONTRACT WITHDRAWAL VALUE. The Contract Withdrawal Value is the Contract Value as of the date a Written Request for a withdrawal is received less any applicable Premium Taxes not previously deducted, less any Annual Contract Maintenance Charge, if applicable, less the Surrender Charge, if any, less any Purchase Payment credited to this Contract that has not cleared the bank upon which the Purchase Payment is drawn.

CONTRACT YEAR. The first Contract Year is the annual period which begins on the Issue Date and ends on the first Contract Anniversary. Subsequent Contract Years begin and end on subsequent anniversaries of the Issue Date.

EXTERNAL INDEX. An external market index, as shown on the Contract Schedule, used in determining the Indexed Interest Credit. At no time will there be any actual investment in an External Index.

FIXED ACCOUNT. An account within the General Account which may be selected during the Accumulation Period, with interest to be credited daily as determined by the Company.

FIXED ANNUITY. A series of payments made during the Annuity Period which are guaranteed as to dollar amount by the Company.

GENERAL ACCOUNT. The Company's general investment account which contains the Indexed Account and the Fixed Account described in this Contract.

GOOD ORDER DATE. The date on which all necessary paperwork to issue a contract has been received at the Service Center, in a form satisfactory to the Company.

INDEXED ACCOUNT. An account within the General Account which may be selected during the Accumulation Period, with interest to be credited on a Contract Anniversary as determined in accordance with the Indexed Account Provisions of this Contract.

INDEXED INTEREST CREDIT. The interest to be credited to the Indexed Account on each Contract Anniversary determined in accordance with the Indexed Account Provisions of this Contract.

INDEXED INTEREST RATE. The interest rate that will be credited to the Indexed Account on each Contract Anniversary determined in accordance with the Indexed Account Provisions of this Contract.

INDEXED INTEREST RATE CAP. The maximum interest rate that may be credited to the Indexed Account, determined by the Company for each Contract Year.

ISSUE CREDIT. A one-time credit calculated as a percentage of the Purchase Payment which is applied to this Contract on the Issue Date, as shown on the Contract Schedule.

ISSUE DATE. The date on which this Contract became effective, as shown on the Contract Schedule.

NET PURCHASE PAYMENT. The Purchase Payment less any Premium Tax, if applicable.

PREMIUM TAX. A tax imposed by certain states and other jurisdictions when a Purchase Payment is made, when Annuity Payments begin, or when this Contract is surrendered.

PURCHASE PAYMENT. The total payment(s) made by or on behalf of the Contract Owner with respect to this Contract as described in the Purchase Payment Provisions section of this Contract.

REQUIRED MINIMUM DISTRIBUTION (RMD). A Required Minimum Distribution (RMD) is any distribution that must be distributed to the Contract Owner or plan participant pursuant to Internal Revenue Code sections 401(a)(9), 403(b)(10), 408(b)(3) or 408A(c). Required Minimum Distributions are generally required to begin by April 1st of the year after a participant attains age 70 ½, or for some qualified plans, the year of retirement, if later.

SERVICE CENTER. The office shown on the Contract Schedule, or other location(s) specified by the Company to which notices, requests and the Purchase Payment must be sent.

WRITTEN NOTICE. A written communication or instruction sent by the Company to the Contract Owner. Any notice that the Company sends to the Contract Owner will be sent to the Contract Owner's last known address, unless the Contract Owner requests otherwise by Written Request. The Contract Owner must promptly provide the Company with notice of any address change.

WRITTEN REQUEST. A written communication or instruction sent by the Contract Owner to the Company. A Written Request must be in a form satisfactory to the Company, and must be received by our Service Center. The Company may consent to receiving requests by recorded line at our Service Center.

PURCHASE PAYMENT PROVISIONS

PURCHASE PAYMENT. The minimum and maximum requirements for the Purchase Payment are shown on the Contract Schedule. The Company reserves the right to reject a payment not conforming to the requirements set forth in the Contract Schedule or not complying with any state or federal regulatory requirements.

This Contract is issued in consideration of the Purchase Payment Received shown on the Contract Schedule. All payment(s) to be made must be identified at the time of application for this Contract. All payment(s) must be received by the Company by the later of 1) the Issue Date or 2) sixty (60) calendar days from the Good Order Date. Any payments received thereafter, and any payments not identified at the time of application for this contract, will not be accepted.

ALLOCATION OF PURCHASE PAYMENT. The allocation of the Net Purchase Payment applied to issue this Contract is made in accordance with the selection made by the Contract Owner at the time the Contract is issued. The Contract Owner must allocate all or a portion of the Net Purchase Payment to the Indexed Account during the time a Surrender Charge is applicable. The required Minimum Allocation to the Indexed Account is shown on the Contract Schedule.

Any additional payments received and accepted after the Issue Date and within sixty (60) calendar days of the Good Order Date will be allocated to the Fixed Account. The Current Interest Rate applicable to the Fixed Account, as shown on the Contract Schedule, will be credited to such additional payment(s) beginning on the date of receipt until the first Contract Anniversary. On the first Contract Anniversary, if any additional payments were made, the Company will reallocate the Contract Value between the Fixed Account and the Indexed Account to equal the allocation of the initial Purchase Payment unless the Contract Owner elects, by Written Request, to reallocate in accordance with the provisions of this Contract.

INDEXED ACCOUNT PROVISIONS

INDEXED INTEREST RATE CAP. An Indexed Interest Rate Cap is determined by the Company for each Contract Year. The Indexed Interest Rate Cap for the first Contract Year is shown on the Contract Schedule and is effective on the Issue Date. Prior to each Contract Anniversary, a new Indexed Interest Rate Cap will be determined by the Company and will be effective on the Contract Anniversary for the subsequent Contract Year. The Indexed Interest Rate Cap will never be less than the Minimum Indexed Interest Rate Cap shown on the Contract Schedule.

INDEXED INTEREST RATE. The Indexed Interest Rate is the interest rate that will be credited to the Indexed Account on each Contract Anniversary. The Indexed Interest Rate on any Contract Anniversary will be the lesser of:

- the index percentage change of the External Index, or
- the Indexed Interest Rate Cap for that Contract Year.

However, if the index percentage change is a negative amount, the Indexed Interest Rate will be set to zero percent and no interest will be credited to the Indexed Account on the Contract Anniversary.

For the first Contract Year, the index percentage change is the percentage change of the External Index value from the Issue Date to the first Contract Anniversary. For all subsequent Contract Years, the index

percentage change is the percentage change of the External Index value from the previous Contract Anniversary to the current Contract Anniversary. In calculating the index percentage change for a Contract Year, if a Contract Anniversary falls on a non-business day, then the External Index value on the next business day will be used for that Contract Year's calculation.

INDEXED INTEREST CREDIT. On each Contract Anniversary, an Indexed Interest Credit will be added to the Indexed Account. The Indexed Interest Credit for a Contract Year will be equal to the ending value of the Indexed Account on the business day prior to the Contract Anniversary multiplied by the Indexed Interest Rate for that Contract Year. Interest is not credited on amounts surrendered, withdrawn, annuitized or paid out for Death Benefits in between Contract Anniversaries.

INDEXED INTEREST RATE AND INDEXED INTEREST CREDIT DETERMINATION EXAMPLES. All assumptions and values shown are hypothetical and assume a \$100,000.00 Purchase Payment, 100% allocation to the Indexed Account, and no withdrawals.

Year 1 Example:

Assumptions:

- [S&P 500®] Index value at Contract Issue = 1,100
- [S&P 500®] Index value on first Contract Anniversary = 1,200
- Indexed Interest Rate Cap is 5.00%

The calculated index percentage change is 9.09%: $(1,200 - 1,100) \div 1,100 = 9.09\%$.

The index percentage change is greater than the Indexed Interest Rate Cap of 5.00%.

The Indexed Interest Rate will be equal to the Indexed Interest Rate Cap of 5.00%.

The Indexed Interest Credit will be \$5,000.00 ($\$100,000.00 \times 5.00\%$).

The Contract Value on the Contract Anniversary will be \$105,000.00 ($\$100,000.00 + \$5,000.00$).

Year 2 Example:

Assumptions:

- [S&P 500®] Index value on first Contract Anniversary = 1,200
- [S&P 500®] Index value on second Contract Anniversary = 1,250
- Indexed Interest Rate Cap is 5.75%

The calculated index percentage change is 4.17%: $(1,250 - 1,200) \div 1,200 = 4.17\%$.

The index percentage change is less than the Indexed Interest Rate Cap of 5.75%.

The Indexed Interest Rate will be equal to the index percentage change of 4.17%.

The Indexed Interest Credit will be \$4,378.50 ($\$105,000.00 \times 4.17\%$).

The Contract Value on the Contract Anniversary will be \$109,378.50 ($\$105,000.00 + \$4,378.50$).

Year 3 Example:

Assumptions:

- [S&P 500®] Index value on second Contract Anniversary = 1,250
- [S&P 500®] Index value on third Contract Anniversary = 1,150
- Indexed Interest Rate Cap is 6.25%

The calculated index percentage change is -8.00%: $(1,150 - 1,250) \div 1,250 = -8.00\%$.

The index percentage change is a negative amount.

The Indexed Interest Rate will be equal to 0% and no interest will be credited.

The Contract Value on the Contract Anniversary will be \$109,378.50 ($\$109,378.50 + 0$).

FIXED ACCOUNT PROVISIONS

FIXED ACCOUNT INTEREST RATES. The portion of the Contract Value allocated to the Fixed Account will be credited with interest daily. The Initial Interest Rate, as shown on the Contract Schedule, is determined by the Company and is effective on the Issue Date for the first Contract Year. Prior to each Contract Anniversary, a new interest rate will be determined by the Company and will be effective for the subsequent Contract Year. The interest rate will never be less than the Minimum Fixed Account Credited Interest Rate shown on the Contract Schedule.

REALLOCATION PROVISIONS

REALLOCATION. The Contract Owner may reallocate Contract Value between the Indexed Account and the Fixed Account on each Contract Anniversary by Written Request which must be received prior to the Contract Anniversary. Any reallocations during the Surrender Charge period are subject to the Minimum Allocation to the Indexed Account requirement shown on the Contract Schedule. After the Surrender Charge period has expired, there is no required minimum allocation to the Indexed Account.

WITHDRAWAL PROVISIONS

WITHDRAWAL. During the Accumulation Period, the Contract Owner may, upon Written Request, make a partial or total withdrawal of the Contract Withdrawal Value.

Any withdrawal will be deducted first from the Fixed Account and, if the amount from the Fixed Account is insufficient to provide the withdrawal, then from the Indexed Account.

Each partial withdrawal must be for an amount which is not less than the Minimum Partial Withdrawal Amount shown on the Contract Schedule. The minimum Contract Value which must remain in this Contract after a partial withdrawal is shown on the Contract Schedule. The Company reserves the right to limit the number of partial withdrawals that can be made from a Contract to one (1) per Contract Year upon sixty (60) days advance Written Notice to the Contract Owner. The current number of partial withdrawals permitted is shown on the Contract Schedule.

If the Contract Owner makes a total withdrawal of the Contract Withdrawal Value, this Contract will terminate. The Contract Withdrawal Value at time of such total withdrawal will not be less than the Guaranteed Minimum Surrender Value determination as shown on the Contract Schedule.

The Company will pay the amount of any withdrawal within seven (7) calendar days of receipt of a Written Request unless the Suspension or Deferral of Payments provision is in effect.

Any withdrawal may have tax consequences. Please consult your tax advisor.

SURRENDER CHARGE. A Surrender Charge may be deducted in the event of a partial or total withdrawal of the Contract Value. The Free Withdrawal Amounts are not subject to a Surrender Charge. The Surrender Charge and Free Withdrawal Amounts provisions are shown on the Contract Schedule.

SUSPENSION OR DEFERRAL OF PAYMENTS. The Company reserves the right to suspend or postpone payments for a partial or total withdrawal for a period of up to six (6) months, subject to State Insurance Department approval, if applicable.

GUARANTEED MINIMUM SURRENDER VALUE PROVISIONS

GUARANTEED MINIMUM SURRENDER VALUE. On the first Contract Anniversary on which a Surrender Charge no longer applies, and on each Contract Anniversary thereafter, if the Contract Value is less than the Guaranteed Minimum Surrender Value determination, as described in the Contract Schedule, the Contract Value will be increased to equal the Guaranteed Minimum Surrender Value.

DEATH BENEFIT PROVISIONS

DEATH OF CONTRACT OWNER DURING THE ACCUMULATION PERIOD. Upon the death of any Contract Owner, the Death Benefit will be paid to the Beneficiary. If there are Joint Contract Owners, the surviving Contract Owner will be treated as the primary Beneficiary and will be entitled to receive the Death Benefit proceeds under this Contract. Any other Beneficiary designation on record at the time of death will be treated as a contingent Beneficiary.

A Beneficiary may request that the Death Benefit be paid using one of the Death Benefit payout options shown in the Death Benefit Payout Options During the Accumulation Period section.

If the sole primary Beneficiary is the spouse of the Contract Owner as defined under federal law, he or she may elect to continue this Contract in accordance with Section 72(s)(3) of the Internal Revenue Code (IRC) at the then current Death Benefit Amount in his or her own name and exercise all the Contract Owner's rights under this Contract. If the sole primary Beneficiary is the same sex spouse, domestic partner, or civil union partner, as defined under applicable state laws, he or she may elect to continue this Contract as described herein. Since federal tax law defines a spouse as a person of the opposite sex who is a husband or a wife, a same sex spouse, domestic partner, or civil union partner who elects to continue this Contract must still meet the distribution requirements of Section 72(s) of the IRC. In order to meet these requirements, the amount of any gain in this Contract will become subject to income tax at the time the election to continue this Contract is made. The right to continue this Contract by a surviving spouse can only be exercised once while this Contract is in effect.

DEATH OF ANNUITANT DURING THE ACCUMULATION PERIOD. Upon the death of the Annuitant, who is not a Contract Owner, during the Accumulation Period, the Contract Owner may designate a new Annuitant, subject to the Company's underwriting rules then in effect. If no designation is made within thirty-one (31) calendar days after the Company receives notification of the death of the Annuitant, the Contract Owner will become the Annuitant.

Upon the death of the Annuitant during the Accumulation Period where the Contract Owner is a non-natural person, such death will be treated as the death of the Contract Owner and a new Annuitant may not be designated.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD. The Death Benefit during the Accumulation Period will be the greater of the Contract Value or the Guaranteed Minimum Surrender Value determined as of the date the Company receives both due proof of death and an election of a Death Benefit Payout Option.

DEATH BENEFIT PAYOUT OPTIONS DURING THE ACCUMULATION PERIOD. A non-spousal Beneficiary must elect the Death Benefit to be paid under one of the following options in the event of the death of the Contract Owner during the Accumulation Period:

Option 1 - lump sum payment of the Death Benefit; or

Option 2 - payment of the entire Death Benefit within 5 years of the date of the death of the Contract Owner; or

Option 3 - payment of the Death Benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Contract Owner or any Joint Contract Owner.

Under Option 1, the amount will be paid within seven (7) calendar days of receipt of proof of death and the election of a payment method, unless the Suspension or Deferral of Payments provision is in effect.

Any portion of the Death Benefit not applied to Option 3 within one year of the date of the Contract Owner's death must be distributed within five years of the date of death.

A Beneficiary's right to elect a Death Benefit payout option may have been restricted by the Contract Owner. If so, such rights or options will not be available to the Beneficiary.

A spouse, who is the sole primary Beneficiary, may elect to continue this Contract in his or her own name as described in the Death of Contract Owner During the Accumulation Period section, or elect Option 1, Option 2, or Option 3 as shown in this section.

The Company may also consent to other Death Benefit payout options in addition to those described in this section as long as they comply with Section 72(s) of the IRC.

PAYMENT OF DEATH BENEFIT. The Company will require due proof of death before any Death Benefit is paid. Due proof of death will be:

1. a certified death certificate; or
2. a certified decree of a court of competent jurisdiction as to the finding of death; or
3. any other proof satisfactory to the Company.

All Death Benefits will be paid in accordance with applicable laws or regulations governing Death Benefit payments.

DEATH OF CONTRACT OWNER DURING THE ANNUITY PERIOD. Upon the death of any Contract Owner, who is not an Annuitant, during the Annuity Period, the surviving Contract Owner will retain the ownership of this Contract. If there is no surviving Contract Owner, the Beneficiary will become the Contract Owner. Any remaining Annuity Payments under the Annuity Option elected will continue to be paid at least as rapidly as under the method of distribution in effect at such Contract Owner's death.

DEATH OF ANNUITANT DURING THE ANNUITY PERIOD. Upon the death of any Annuitant during the Annuity Period, the Death Benefit, if any, will be determined based on the Annuity Option elected. Death Benefits will continue to be paid at least as rapidly as under the method of distribution in effect at such Annuitant's death. Upon the death of the last surviving Annuitant during the Annuity Period, any remaining payment under the elected Annuity Option will be paid to the Beneficiary. At this time, the Beneficiary will assume all rights of ownership, and the Contract Owner will no longer have any rights under this Contract.

BENEFICIARY. The Beneficiary designation in effect on the Issue Date will remain in effect until changed. Unless the Contract Owner provides otherwise, the Death Benefit will be paid as follows:

1. in equal shares to the primary Beneficiary(ies) who survives the Contract Owner's and/or the Annuitant's death, as applicable;
2. if there is no surviving primary Beneficiary, in equal shares to the contingent Beneficiary(ies) who survives the Contract Owner's and/or the Annuitant's death, as applicable;
3. if there is no surviving Beneficiary, to the Contract Owner, if the Contract is owned by a non-natural person; or to the estate of the Contract Owner, if the Contract is naturally owned.

The Beneficiary may be designated as an irrevocable Beneficiary. A change of an irrevocable Beneficiary requires the consent of that irrevocable Beneficiary. If an irrevocable Beneficiary is designated, the Contract Owner retains all other contractual rights.

CHANGE OF BENEFICIARY. The Contract Owner may change the primary Beneficiary or contingent Beneficiary, subject to the approval of any irrevocable Beneficiary. The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

ANNUITANT. The Annuitant is the person on whose life Annuity Payments are based. The Annuitant is the person designated as such by the Contract Owner on the Issue Date, unless changed prior to the Annuity Date. This Contract cannot have more than two (2) Annuitants. The Annuitant may not be changed in a Contract which is owned by a non-natural person. Any change of an Annuitant is subject to the Company's underwriting rules then in effect, and must be made by Written Request. The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request.

CONTRACT OWNER. The Contract Owner has all rights under this Contract unless limited by an assignment or by the designation of an irrevocable Beneficiary. The Contract Owner is designated as such on the Issue Date, unless changed.

The Contract Owner may change owners at any time prior to the Annuity Date by Written Request. However, the Contract Owner may not change owners without the Company's approval. The Company will refuse any requested change on a non-discriminatory basis only if it is for the purpose of selling the annuity contract to a third party in a secondary or institutional market. Any change of Owner is also subject to the Company's underwriting rules then in effect.

The change will take effect on the date the Written Request is signed. The Company will not be liable for any payment made or action taken prior to the Company's receipt of the Written Request. A change of Contract Owner allowed by the Company will automatically revoke any prior designation of Contract Owner.

JOINT CONTRACT OWNERS. This Contract can be owned by Joint Contract Owners for non-qualified Contracts only. If this Contract is owned by Joint Contract Owners, the Age of the oldest Joint Contract Owner will be used to determine all applicable benefits. Both Joint Contract Owners' authorizations will be required to exercise any contractual right. This Contract cannot be jointly owned by an individual and a non-natural person or by more than two individuals.

ASSIGNMENT OF THE CONTRACT. This Contract may not be assigned without the Company's approval. The Company will refuse any request to assign this Contract on a non-discriminatory basis only if it is for the purpose of selling the annuity contract to a third party in a secondary or institutional market.

To apply for Company approval of any assignment, a Written Request by the Contract Owner specifying the terms of an assignment of this Contract must be provided to our Service Center. Until the Written Request is received, the Company will not be required to take notice of or be responsible for any transfer of interest in this Contract by assignment, agreement, or otherwise.

The Company will not be responsible for the validity or tax consequences of any assignment. Any assignment made after the Death Benefit has become payable will be valid only with the Company's consent.

If this Contract is assigned, the Contract Owner's rights may only be exercised with the consent of the assignee of record.

GENERAL PROVISIONS

THE CONTRACT. The entire Contract consists of this Contract and any riders, amendments, or endorsements attached to this Contract.

CONTRACT CHANGES BY THE COMPANY. The Company reserves the right to amend this Contract to meet the requirements of any applicable federal or state laws or regulations, or as otherwise provided in this Contract. The Company will notify the Contract Owner by Written Notice of such amendments.

Any changes to this Contract by the Company must be signed by an authorized officer of the Company. Agents of the Company have no authority to alter, modify or waive any of the provisions of this Contract.

CONTRACT CHANGES BY THE CONTRACT OWNER. The Contract Owner may, in accordance with the provisions of this Contract, by Written Request:

1. change the Contract Owner;
2. change the Beneficiary; or
3. change the Annuitant, prior to the Annuity Date, except that the Annuitant may not be changed in a Contract which is owned by a non-natural person.

Changes to the Contract Owner or Annuitant are also subject to the Company's underwriting rules then in effect. Any of these changes will take effect on the date the Written Request is signed by the Contract Owner, subject to any payments made or actions taken by the Company prior to the Company's receipt of the Written Request.

The Company will not be responsible for the tax consequences of any Contract Owner change.

CONTRACT TERMINATION. This Contract will terminate upon the occurrence of any of the following events:

1. the date of the last Annuity Payment;

2. the date payment is made of the entire Contract Withdrawal Value;
3. the date of the last Death Benefit payment; or
4. the date this Contract is returned under the Right to Examine Contract provision.

INCONTESTABILITY. The Company cannot contest this Contract during the lifetime of the Contract Owner or Annuitant after it has been in force for a period of two (2) years from the Issue Date.

MISSTATEMENT OF AGE OR SEX. If the Annuitant's Age or sex has been incorrectly stated, the Annuity Payment(s) payable will be that which the Contract Value, adjusted by any applicable Premium Tax, Annual Contract Maintenance Charge, and Surrender Charge, would have purchased at the correct Age and sex. After correction, the Annuitant will receive the sum of any underpayments made by the Company within thirty-one (31) calendar days. The amount of any overpayments made by the Company will be charged against the Annuity Payment(s) following the correction. Any overpayments/underpayments on account of misstatement of Age or sex shall be charged/credited against the Annuity Payment(s) after the correction with interest at a rate not to exceed the maximum rate as specified by the state in which this Contract is issued. For any other Contract feature for which Age or sex has been incorrectly stated, such Contract feature will be adjusted to reflect the correct Age and sex.

NON-BUSINESS DAYS. If the due date for any activity required by this Contract falls on a day for which the Company is not open for business, performance of such activity will be rendered on the first business day following such due date.

NON-PARTICIPATING CONTRACT. This Contract is non-participating and will not share in any surplus earnings of the Company. No dividends are payable on this Contract.

PREMIUM AND OTHER TAXES. Any Premium Taxes or other taxes relating to this Contract may be deducted from the Purchase Payments or Contract Value. The Company may pay such Premium Taxes when due and deduct that amount from the Contract Value at a later date.

The Company will deduct any withholding taxes required by applicable law.

PROTECTION OF PROCEEDS. To the extent permitted by law, all payments under this Contract shall be free from the claim of any creditor of the person entitled to them under this Contract. No payment and no amount under this Contract can be taken or assigned in advance of its payment date unless the Company receives the Contract Owner's written consent.

REGULATORY REQUIREMENTS. All values payable under this Contract will not be less than the minimum benefits required by the laws and regulations of the state in which this Contract is issued.

REPORTS. Each year the Company will provide, free of charge, to the Contract Owner a report detailing the status of this Contract, and any other information required under state or federal law. Such report, which shall be mailed by the Company within four (4) months of its preparation, shall include the following information:

1. The beginning and end dates of the current report period;
2. The Contract Value, if any, at the beginning of the current report period and at the end of the current report period;

3. The amounts that have been credited or debited to this Contract during the current report period, including the Purchase Payment, interest credits, expense charges, partial withdrawal amounts and withdrawal charges, if any; and
4. The Contract Withdrawal Value, if any, at the end of the current report period.

Additional status reports may be made available to the Contract Owner upon Written Request, subject to the maximum Additional Status Report Charge shown on the Contract Schedule.

ANNUITY PROVISIONS

ANNUITY GUIDELINES. The Latest Permitted Annuity Date shown on the Contract Schedule is the latest date at which the Contract Owner may elect an Annuity Option under this Contract to begin receiving Annuity Payments. The Contract Owner may elect to receive Annuity Payments at an earlier date, subject to the Annuity Guideline Parameters shown on the Contract Schedule, by contacting our Service Center. The following guidelines apply to the election of an Annuity Option:

1. The Contract Owner may elect to have all or part of the Contract Value applied to provide a Fixed Annuity which provides for Annuity Payments that do not fluctuate. The Annuity Payments shall be determined by applying the Annuity Purchase Rates shown in the Fixed Annuity Rate Tables included in this Contract to the amount to be applied to the Annuity Option elected by the Contract Owner. For purposes of this Contract, if the Contract Owner elects to apply part of the Contract Value to an Annuity Option, the Company will treat the amount applied as a withdrawal.
2. The amount applied to an Annuity Option on the Annuity Date is equal to the specified portion of the Contract Value adjusted by any applicable Premium Tax, Annual Contract Maintenance Charge, and Surrender Charge, if any, shown on the Contract Schedule.
3. The minimum amount that may be applied under any Annuity Option, and the minimum Annuity Payment allowed, are shown on the Contract Schedule in the Annuity Guideline Parameters.
4. If on the Latest Permitted Annuity Date, there is Contract Value for which an Annuity Option has not been elected, the Company will make Annuity Payments under Annuity Option B, with ten (10) years of Annuity Payments guaranteed.

ANNUITY PAYMENTS. Annuity Payments will be payable monthly except as otherwise agreed to by the Contract Owner and the Company. The Annuity Option and frequency of Annuity Payments may not be changed by the Contract Owner after Annuity Payments begin. The payee of the Annuity Payments shall be the Contract Owner unless otherwise specified.

If the amount of the Annuity Payment will depend on the Age or sex of the Annuitant, the Company reserves the right to ask for satisfactory proof of the Annuitant's (and Joint Annuitant's, if any) Age and sex. The Company reserves the right to delay Annuity Payments until acceptable proof is received.

FIXED ANNUITY RATE GUARANTEE. The Company guarantees, as of the Contract Issue Date, that the Annuity Purchase Rates shown in the Fixed Annuity Rate Tables included in this Contract will not be affected by variations in mortality experience.

ANNUITY OPTIONS. The Contract Owner may choose fixed Annuity Payments under any of the Annuity Options described in this section. The Company may consent to other Annuity Options in addition to those described.

The following Annuity Options are available:

Annuity Option A - Life Income

Annuity Payments will be made for the life of the Annuitant. Annuity Payments cease upon the death of the Annuitant.

Annuity Option B - Life Income with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If the Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining guaranteed Annuity Payments commuted and paid in a lump sum.

Annuity Option C - Joint and Last Survivor Annuity

Annuity Payments will be made for the life of the Annuitant and Joint Annuitant. If either the Annuitant or Joint Annuitant dies, Annuity Payments will continue to be paid in the same amount for the life of the surviving Annuitant. Annuity Payments cease upon the death of both Annuitants.

Annuity Option D - Joint and Last Survivor Annuity with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant and Joint Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If either Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid to the surviving Annuitant at the same frequency then in effect until at least the end of the Period Certain. If both Annuitants die before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining guaranteed Annuity Payments commuted and paid in a lump sum.

Annuity Option E - Joint and 2/3 Survivor Annuity

Annuity Payments will be made for the life of the Annuitant and Joint Annuitant. At the death of either Annuitant, Annuity Payments will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. Annuity Payments cease upon the death of both Annuitants.

Annuity Option F - Joint and 2/3 Survivor Annuity with Period Certain

Annuity Payments will be made for the guaranteed period elected (Period Certain) or for the life of the Annuitant and Joint Annuitant, whichever is longer. The Period Certain may be five (5), ten (10), or twenty (20) years. If either Annuitant dies before the end of the Period Certain elected, Annuity Payments will continue to be paid to the surviving Annuitant at the same frequency and amount then in effect until the end of the Period Certain and then will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. If either Annuitant dies after the

end of the Period Certain elected, Annuity Payments will continue to be paid at a reduced rate of two-thirds of the original Annuity Payment for the life of the surviving Annuitant. If both Annuitants die before the end of the Period Certain elected, Annuity Payments will continue to be paid at the same frequency and amount then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining Period Certain Annuity Payments commuted and paid in a lump sum.

Annuity Option G - Period Certain Annuity

Annuity Payments will be made for a guaranteed period (Period Certain). Annuity Payments cease at the end of the Period Certain elected which must be at least ten (10) years and cannot be more than thirty (30) years. If the Annuitant dies before the end of the Period Certain, Annuity Payments will continue to be paid at the same frequency and amount then in effect until the end of the Period Certain, or the Beneficiary may elect to have the present value of the remaining Period Certain Annuity Payments commuted and paid in a lump sum.

ANNUITY RATES

FIXED ANNUITY RATES

Notes to Tables

- Table 1 - Annuity Options A and B
- Table 2 - Annuity Option C and D
- Table 3 - Annuity Option E and F
- Table 4 - Annuity Option G

- Note 1: If the single premium immediate annuity rates offered by the Company and designated by the Company for this purpose on the Annuity Date are more favorable than the minimum guaranteed rates used to develop Tables 1, 2, 3, or 4, those rates will be used.
- Note 2: The 1983 Table "a" mortality table, projected to the year 2040 with 100% of Projection Scale G for males and 80% of Projection Scale G for females, applies to all Annuity Options which include life contingent payments. Where applicable, unisex mortality rates and projection factors are based on a 30%/70% male/female weighting.
- Note 3: The Annuity Option rates shown in Tables 1, 2, 3, and 4 are based on an effective annual interest rate of 2%.
- Note 4: Rates will be determined based on the actual age(s) of any Annuitant(s) on the Annuity Date. The following tables show Annuity Option rates based on actual age.
- Note 5: The purchase rate for any age or combination of ages not shown in the tables below will be calculated on the same basis as the payments for those shown and may be obtained by Written Request.

**FIXED ANNUITY RATES
TABLE 1 - OPTIONS A and B
MONTHLY PAYMENT PER \$1,000**

MALE					FEMALE				
Age	Life Only	Years Certain & Life			Life Only	Years Certain & Life			Age
		5	10	20		5	10	20	
50	3.20	3.19	3.19	3.14	3.01	3.01	3.00	2.98	50
51	3.25	3.25	3.24	3.19	3.05	3.05	3.05	3.03	51
52	3.31	3.31	3.30	3.24	3.10	3.10	3.10	3.07	52
53	3.37	3.37	3.36	3.30	3.16	3.16	3.15	3.12	53
54	3.44	3.43	3.42	3.35	3.21	3.21	3.20	3.17	54
55	3.51	3.50	3.49	3.41	3.27	3.27	3.26	3.22	55
56	3.58	3.57	3.55	3.47	3.33	3.33	3.32	3.28	56
57	3.65	3.65	3.63	3.53	3.40	3.39	3.38	3.33	57
58	3.73	3.73	3.70	3.59	3.46	3.46	3.45	3.39	58
59	3.82	3.81	3.78	3.65	3.54	3.53	3.52	3.45	59
60	3.91	3.90	3.87	3.71	3.61	3.61	3.59	3.51	60
61	4.00	3.99	3.96	3.78	3.69	3.69	3.67	3.58	61
62	4.10	4.09	4.05	3.85	3.78	3.77	3.75	3.65	62
63	4.21	4.20	4.15	3.91	3.87	3.86	3.84	3.71	63
64	4.32	4.31	4.25	3.98	3.96	3.96	3.93	3.79	64
65	4.44	4.43	4.36	4.05	4.06	4.06	4.03	3.86	65
66	4.57	4.55	4.48	4.12	4.17	4.16	4.13	3.93	66
67	4.71	4.69	4.60	4.19	4.29	4.28	4.23	4.00	67
68	4.86	4.83	4.72	4.26	4.41	4.40	4.35	4.08	68
69	5.01	4.97	4.85	4.33	4.54	4.53	4.47	4.16	69
70	5.17	5.13	4.98	4.39	4.68	4.66	4.59	4.23	70
71	5.35	5.29	5.12	4.46	4.83	4.81	4.73	4.30	71
72	5.53	5.47	5.27	4.52	5.00	4.97	4.87	4.38	72
73	5.72	5.65	5.42	4.58	5.17	5.14	5.02	4.45	73
74	5.93	5.84	5.57	4.63	5.36	5.32	5.17	4.51	74
75	6.14	6.04	5.73	4.68	5.56	5.51	5.33	4.57	75
76	6.38	6.26	5.90	4.73	5.78	5.71	5.50	4.63	76
77	6.63	6.48	6.06	4.77	6.01	5.93	5.68	4.69	77
78	6.89	6.72	6.24	4.82	6.25	6.16	5.86	4.74	78
79	7.18	6.98	6.41	4.85	6.52	6.40	6.04	4.78	79
80	7.48	7.24	6.59	4.88	6.80	6.66	6.23	4.82	80
81	7.80	7.52	6.77	4.91	7.11	6.94	6.43	4.86	81
82	8.15	7.82	6.95	4.94	7.44	7.23	6.62	4.89	82
83	8.52	8.13	7.13	4.96	7.79	7.54	6.81	4.92	83
84	8.91	8.45	7.30	4.98	8.18	7.87	7.01	4.95	84
85	9.34	8.79	7.47	4.99	8.59	8.22	7.19	4.97	85

**FIXED ANNUITY RATES
TABLE 2 - OPTIONS C and D
MONTHLY PAYMENT PER \$1,000**

MALE / FEMALE - JOINT AND LAST SURVIVOR ANNUITY

MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.47	2.54	2.60	2.65	2.68	2.71	2.72	2.74	2.74	2.75	40
45	2.52	2.61	2.69	2.76	2.82	2.86	2.90	2.92	2.93	2.94	45
50	2.55	2.66	2.77	2.88	2.97	3.04	3.09	3.13	3.16	3.17	50
55	2.58	2.71	2.84	2.98	3.11	3.23	3.32	3.39	3.43	3.46	55
60	2.60	2.74	2.90	3.07	3.25	3.41	3.56	3.68	3.77	3.83	60
65	2.61	2.76	2.94	3.14	3.36	3.59	3.81	4.01	4.17	4.28	65
70	2.62	2.77	2.96	3.19	3.45	3.74	4.05	4.35	4.62	4.82	70
75	2.62	2.78	2.98	3.22	3.51	3.86	4.25	4.68	5.09	5.44	75
80	2.62	2.79	2.99	3.24	3.55	3.94	4.41	4.96	5.55	6.11	80
85	2.63	2.79	3.00	3.25	3.58	3.99	4.52	5.18	5.95	6.77	85

MALE / FEMALE - JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEARS CERTAIN

MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.47	2.54	2.60	2.65	2.68	2.71	2.72	2.74	2.74	2.75	40
45	2.52	2.61	2.69	2.76	2.82	2.86	2.90	2.92	2.93	2.94	45
50	2.55	2.66	2.77	2.88	2.97	3.04	3.09	3.13	3.16	3.17	50
55	2.58	2.71	2.84	2.98	3.11	3.22	3.32	3.38	3.43	3.46	55
60	2.60	2.74	2.90	3.07	3.25	3.41	3.56	3.68	3.76	3.82	60
65	2.61	2.76	2.94	3.14	3.36	3.59	3.81	4.00	4.15	4.25	65
70	2.62	2.77	2.96	3.19	3.45	3.74	4.05	4.34	4.59	4.77	70
75	2.62	2.78	2.98	3.22	3.51	3.85	4.24	4.65	5.04	5.34	75
80	2.62	2.79	2.99	3.24	3.55	3.93	4.39	4.92	5.45	5.92	80
85	2.63	2.79	3.00	3.25	3.57	3.98	4.49	5.11	5.79	6.43	85

**FIXED ANNUITY RATES
TABLE 3 - OPTIONS E and F
MONTHLY PAYMENT PER \$1,000**

MALE / FEMALE - JOINT AND 2/3 SURVIVOR ANNUITY

MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.61	2.69	2.78	2.87	2.96	3.07	3.18	3.30	3.43	3.56	40
45	2.69	2.78	2.88	2.98	3.09	3.21	3.34	3.48	3.63	3.77	45
50	2.77	2.87	2.98	3.10	3.24	3.38	3.53	3.69	3.86	4.03	50
55	2.85	2.96	3.09	3.24	3.40	3.57	3.75	3.95	4.15	4.35	55
60	2.94	3.07	3.21	3.38	3.57	3.77	4.00	4.24	4.49	4.73	60
65	3.03	3.18	3.34	3.53	3.75	4.00	4.28	4.59	4.90	5.22	65
70	3.14	3.29	3.48	3.69	3.95	4.25	4.59	4.98	5.39	5.80	70
75	3.24	3.41	3.61	3.85	4.14	4.49	4.91	5.39	5.93	6.48	75
80	3.35	3.53	3.75	4.01	4.34	4.74	5.23	5.83	6.51	7.25	80
85	3.46	3.65	3.88	4.17	4.52	4.97	5.54	6.25	7.11	8.08	85

MALE / FEMALE - JOINT AND 2/3 SURVIVOR ANNUITY WITH 10 YEARS CERTAIN

MALE AGE	FEMALE AGE										MALE AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.61	2.69	2.77	2.86	2.96	3.06	3.16	3.27	3.38	3.46	40
45	2.69	2.78	2.87	2.98	3.09	3.20	3.32	3.45	3.57	3.66	45
50	2.76	2.86	2.98	3.10	3.23	3.37	3.51	3.65	3.79	3.90	50
55	2.84	2.96	3.09	3.23	3.38	3.55	3.72	3.90	4.06	4.20	55
60	2.93	3.06	3.20	3.37	3.55	3.75	3.96	4.18	4.38	4.55	60
65	3.02	3.16	3.32	3.51	3.73	3.97	4.23	4.50	4.76	4.97	65
70	3.11	3.26	3.44	3.65	3.90	4.19	4.51	4.85	5.18	5.46	70
75	3.20	3.36	3.56	3.79	4.07	4.40	4.78	5.20	5.62	5.99	75
80	3.28	3.46	3.66	3.91	4.21	4.58	5.02	5.53	6.05	6.53	80
85	3.35	3.53	3.75	4.01	4.33	4.74	5.23	5.80	6.42	7.00	85

**FIXED ANNUITY RATES
TABLE 4 - OPTION G
MONTHLY PAYMENT PER \$1000**

YEARS	MONTHLY INCOME
10	9.18
11	8.42
12	7.80
13	7.26
14	6.81
15	6.42
16	6.07
17	5.77
18	5.50
19	5.26
20	5.04
21	4.85
22	4.67
23	4.51
24	4.36
25	4.22
26	4.10
27	3.98
28	3.87
29	3.77
30	3.68

**INDIVIDUAL SINGLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH AN
INDEX-LINKED INTEREST OPTION**

- **THIS CONTRACT IS NON-PARTICIPATING.**
- **ANNUITY PAYMENTS WILL BECOME PAYABLE ON THE ANNUITY DATE.**
- **THIS CONTRACT PROVIDES A DEATH BENEFIT.**
- **THIS CONTRACT PROVIDES WAIVER OF SURRENDER CHARGE BENEFITS.**
- **ALTHOUGH CONTRACT VALUES MAY BE AFFECTED BY THE EXTERNAL INDEX, THIS CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.**

CONTRACT SCHEDULE

Contract Number: [] **Latest Permitted Annuity Date:** [08/01/2066]

Issue Date: [08/01/2011] **Contract Schedule Date:** [08/01/2011]

Eligibility Date for Waiver of Surrender Charge Under Nursing Home and Hospital Withdrawal Benefit Rider and Terminal Illness Withdrawal Benefit Rider: [08/01/2012]

Contract Owner: [John Doe]
Age and Sex: [35 Male]

Joint Contract Owner: [Jane Doe] [None]
Age and Sex: [35 Female]

Annuitant: [John Doe]
Age and Sex: [35 Male]

Joint Annuitant: [Jane Doe] [None]
Age and Sex: [35 Female]

Primary Beneficiary:
[Jane Doe 100%]
[As designated by the Contract Owner, or as otherwise changed or provided in accordance with the Contract.]

Product Version: [MassMutual New ElevationsSM]

PURCHASE PAYMENT RECEIVED: [\$10,000.00]
CONTRACT VALUE AS OF CONTRACT SCHEDULE DATE: [\$10,010.00]
MINIMUM ALLOCATION TO THE INDEXED ACCOUNT: [50%]

INDEXED ACCOUNT INFORMATION:

External Index:	[S&P 500 [®]]
Initial Indexed Account Allocation:	[70%]
Initial Indexed Interest Rate Cap:	[5.00%]
Minimum Indexed Interest Rate Cap:	[1.00%]

[“Standard & Poor’s[®]”, “S&P[®]”, “S&P 500[®]”, “Standard & Poor’s 500”, and “500” are trademarks of Standard & Poor’s Financial Services LLC and have been licensed for use by Massachusetts Mutual Life Insurance Company and its wholly-owned life insurance company subsidiaries. This Product is not sponsored, endorsed, sold or promoted by Standard & Poor’s and Standard & Poor’s makes no representation regarding the advisability of investing in this Product. The S&P 500[®] Index does not include dividends paid by the underlying companies.] At no time will there be any actual investment in an External Index.

DISCONTINUANCE OF OR SUBSTANTIAL CHANGE TO THE EXTERNAL INDEX: The Company may substitute a suitable index if the External Index is discontinued, changed substantially or if the Company is unable to utilize such External Index. Before a suitable index is used, the Company shall notify the Contract Owner and assignee of the substitution.

FIXED ACCOUNT INFORMATION:

Initial Interest Rate:	[2.10%]
Initial Fixed Account Allocation:	[30%]
Guaranteed Period:	[One (1) year]
Minimum Fixed Account Credited Interest Rate:	[1.00%]

GUARANTEED MINIMUM SURRENDER VALUE: The Guaranteed Minimum Surrender Value is equal to [ninety percent (90%)] of the Purchase Payment, minus any withdrawals made, both accumulated at the Guaranteed Minimum Surrender Value Factor, compounded annually, as determined under the Contract. For purposes of this calculation, any amount applied to a partial or full annuitization is treated as a withdrawal.

GUARANTEED MINIMUM SURRENDER VALUE FACTOR: The Guaranteed Minimum Surrender Value Factor is used to determine the Guaranteed Minimum Surrender Value. The Guaranteed Minimum Surrender Value Factor will be [1.00 - 3.00%] for the period of time during which a Surrender Charge is applicable, and will be redetermined each Contract Year thereafter. Redetermination will be based on the following Index methodology:

1. For all Contracts with a Contract Anniversary Date from January 1 through June 30, the average five-year Constant Maturity Treasury rate reported by the Federal Reserve for the month of September of the preceding year, rounded up to the nearest one-quarter of a percent;

For all Contracts with a Contract Anniversary Date from July 1 through December 31, the average five-year Constant Maturity Treasury rate reported by the Federal Reserve for the month of March of the same year, rounded up to the nearest one-quarter of a percent;

2. Reduced by 1.25%;
3. Where the resulting interest rate is not less than 1.00% nor more than 3.00%.

If the Treasury Constant Maturity Series becomes unavailable, the Company will adopt a comparable index. If a comparable index is not available, the Company will replicate calculation of the Treasury Constant Maturity Series index based on U.S. Treasury Security coupon rates.

In no event will the Guaranteed Minimum Surrender Value Factor be used in determining the interest credited to the Contract Value.

PURCHASE PAYMENT: The Purchase Payment received must be at least [\$10,000.00] for both qualified and non-qualified Contracts. This may consist of a monetary payment or a combination of a monetary payment and exchange/transfer paperwork for transferred assets. The amount shown as the Purchase Payment Received is as of the Contract Schedule Date shown on the first page of this Contract Schedule.

PURCHASE PAYMENT LIMITS: The maximum Purchase Payment allowed per Contract Owner is [\$1,500,000.00]. Any Purchase Payment above this amount must be pre-approved by the Company.

ISSUE CREDIT: The Company will provide a one-time interest credit of [0.10%] of the Purchase Payment Received as of the Issue Date of this Contract. Such credit will be allocated to the Indexed Account and Fixed Account in the same proportion as the Purchase Payment allocation.

MINIMUM PARTIAL WITHDRAWAL AMOUNT: [\$250.00]

MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL: [\$7,500.00], provided that no Annuity Option is in effect at that time. The Company will terminate this Contract and return the Contract Value if, after a partial withdrawal, the minimum Contract Value requirements are not met.

CURRENT NUMBER OF PARTIAL WITHDRAWALS PERMITTED: [Thirteen (13)] per Contract Year.

ANNUAL CONTRACT MAINTENANCE CHARGE: Currently, an Annual Contract Maintenance Charge [is not assessed under this Contract]. The maximum Annual Contract Maintenance Charge that may be assessed is \$50.00.

ADDITIONAL STATUS REPORT CHARGE: The maximum Additional Status Report Charge that may be assessed is \$25.00 for each additional status report requested.

SURRENDER CHARGE: A Surrender Charge may be assessed against the amount of the Contract Value withdrawn [or applied to Annuity Option G if the Period Certain is less than ten (10) years] in excess of any Free Withdrawal Amounts. The charge, which is calculated at the time of each withdrawal or annuitization, is based on the following Surrender Charge Schedule:

SURRENDER CHARGE SCHEDULE

[Contract Year of Withdrawal:	1	2	3	4	5	6	7	8 and thereafter
Surrender Charge % of Contract Value Withdrawn:	8	8	7	6	5	4	3	0]

FREE WITHDRAWAL AMOUNTS: Free Withdrawal Amounts are withdrawals permitted during each Contract Year without the application of a Surrender Charge.

During the first Contract Year, the Contract Owner may withdraw as Free Withdrawal Amounts the Required Minimum Distribution (RMD) calculated under this Contract or up to a total of ten percent (10%) of the Contract Value, determined as of the date the Written Request for the first withdrawal is received at our Service Center, whichever is greater.

During each subsequent Contract Year, the Contract Owner may withdraw as Free Withdrawal Amounts the RMD calculated under this Contract or up to a total of ten percent (10%) of the Contract Value, as determined at the end of the last business day of the previous Contract Year, whichever is greater.

To qualify as Free Withdrawal Amounts, RMDs under this Contract are subject to the following conditions:

- The RMD amount must be calculated by the Company as part of the Company's RMD program;
- The RMD amount must be calculated using only the assets held under this Contract;
- The RMD must be for the current calendar year; and
- In any one Contract Year, RMD withdrawals for only a single calendar year can be taken.

Any unused Free Withdrawal Amounts during any particular Contract Year may not be carried over to the succeeding Contract Year.

Free Withdrawal Amounts, with the exception of RMDs under this Contract, are subject to the Minimum Contract Value After Partial Withdrawal requirements as shown in this Contract Schedule.

ANNUITY GUIDELINE PARAMETERS:

1. The Contract Owner can elect to annuitize earlier than the Latest Permitted Annuity Date shown on this Contract Schedule; however, any partial or total annuitization cannot be earlier than [thirteen (13) months] after the Issue Date.
2. The Latest Permitted Annuity Date shown on this Contract Schedule is the later of:
 - (a) ten (10) years after the Issue Date; or
 - (b) the ninetieth (90th) birthday of either the Annuitant, the Joint Annuitant, the Contract Owner, or the Joint Contract Owner, whichever occurs first.
3. If the amount to be applied under an Annuity Option is less than [\$10,000], 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 Annuity Payments or to provide an equivalent cash lump sum. The Company reserves the right to limit the number of partial annuitizations to a maximum of one (1) per Contract Year.

RIDERS:

[Nursing Home and Hospital Withdrawal Benefit Rider]
[Terminal Illness Withdrawal Benefit Rider]
[Individual Retirement Annuity Rider]
[Roth Individual Retirement Annuity Rider]
[Qualified Plan Rider]
[Unisex Annuity Rates Rider]

SERVICE CENTER:

Massachusetts Mutual Life Insurance Company
[Service Center
P.O. Box 9067
Springfield, MA 01102-9067]
Telephone: [1-800-272-2216]

SERFF Tracking Number: MASS-127110345 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48479
 Company Tracking Number: NEW ELEVATIONS
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: New Elevations
 Project Name/Number: New Elevations/New Elevations

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification
Comments:
 Attached please find the Certification of Readability.
Attachment:
 AR Readability Certificate.pdf

Item Status: **Status Date:**

Satisfied - Item: Variable Material
Comments:
 Attached please find the Statement of Variables for each form submitted on the Form Schedule tab.
Attachments:
 FIA Generic Contract SOV 04-13-11.pdf
 FIA Generic Contract Schedule SOV 04-13-11.pdf

Item Status: **Status Date:**

Satisfied - Item: Compliance Certification
Comments:
 Attached please find the Compliance Certification.
Attachment:
 AR Compliance Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: External-Indexed Contract
 Guidelines Certification
Comments:
 Attached please find the External-Indexed Contract Guidelines Certification.
Attachment:

CERTIFICATION OF READABILITY

ARKANSAS

NEW POLICY FORMS	Form #	Flesch Readability Score
Contract*	SPFIA11	45.2
*Per A.C.A. § 23-80-206(b)(3)(A), the text in the Contract Schedule specifications pages (SPFIA11-SCH-FIA) was not included in the scoring.		

I certify to the best of my knowledge and belief, the above-referenced forms meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations in the state of Arkansas.

Massachusetts Mutual Life Insurance Company
(Company)



(Signature)

Richard J. Byrne
(Name)

Vice President
(Title)

April 13, 2011
(Date)

STATEMENT OF VARIABLES

April 13, 2011

Massachusetts Mutual Life Insurance Company
Individual Single Premium Fixed Deferred Annuity Contract with Index-Linked Interest
SPFIA11

The material that is bracketed in the captioned Contract document is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. Below is an explanation of the variable sections.

Form Page #	Provision with Brackets	Description
1	Company Contact Information	<i>The Company address, phone number, and website address are bracketed to allow for possible future change to this contact information.</i>
1	Right to Examine Contract	<i>The bracketed text will vary only on a state-by-state basis as follows:</i> <ul style="list-style-type: none">• <i>to indicate a replacement free look period different than 30 days; or</i>• <i>by removing the bracketed language, to indicate that a replacement free look period is not applicable.</i> <p><i>In no event will the free look refund period or amount be less than that required by the state in which the contract is issued.</i></p>
1	Officer Signatures and Titles	<i>The officers' signatures are bracketed to allow for future variability, and 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.</i>
9	Indexed Interest Rate and Indexed Interest Credit Determination Examples	<i>Within the first two bulleted assumptions in each of the three examples shown, the "S&P 500[®]" index is bracketed since it is possible that the Company may substitute a suitable index if this particular index is discontinued, changed substantially or if the Company is unable to utilize it.</i>

STATEMENT OF VARIABLES

April 13, 2011

**Massachusetts Mutual Life Insurance Company
Individual Fixed Deferred Annuity Contract Schedule
SPFIA11-SCH-FIA**

The material that is bracketed in the captioned contract schedule is intended to be illustrative and variable, and may be modified on a non-discriminatory basis. Below is an explanation of the variable sections.

Form Page #	Provision with Brackets	Description
4A	Contract Owner Specific Information	<i>There are thirteen items which will detail contract specific information; these fields have been completed with "John Doe" information.</i>
4A	Primary Beneficiary	<i>The primary beneficiary(ies) designated at time of application will be listed. If no beneficiary is designated at that time, this item will display "As designated by the Contract Owner, or as otherwise changed or provided in accordance with the Contract". If more than four beneficiaries are designated at time of application, this item will display "As designated by the Contract Owner at the Issue Date, or as otherwise change or provided in accordance with the Contract".</i>
4A	Product Version	<i>The product name, "MassMutual New ElevationsSM", is displayed within brackets to allow for future revision.</i>
4A	PURCHASE PAYMENT RECEIVED	<i>The actual Purchase Payment received will be displayed.</i>
4A	CONTRACT VALUE AS OF CONTRACT SCHEDULE DATE	<i>The Purchase Payment received plus the Issue Credit will equal the Contract Value as of the initial Contract Schedule Date. For subsequent Contract Schedule versions, the Contract Value as of that Contract Schedule Date will be displayed.</i>
4A	MINIMUM ALLOCATION TO THE INDEXED ACCOUNT	<i>The bracketed 50% minimum that is currently displayed may vary within the range of 0% - 100% for future issues only.</i>

<p>4A</p>	<p>INDEXED ACCOUNT INFORMATION</p>	<ul style="list-style-type: none"> • <i>The bracketed External Index allows for substitution of a suitable index if the current External Index is discontinued, changed substantially or is not available for use.</i> • <i>The Initial Indexed Account Allocation percentage will reflect the allocation selected by the Contract Owner.</i> • <i>The Initial Indexed Interest Rate Cap percentage will set forth the percentage, as determined by the Company, as of the initial Contract Schedule Date. For subsequent Contract Schedule versions, the percentage applicable as of that Contract Schedule Date will be displayed.</i> • <i>The Minimum Indexed Interest Rate Cap percentage will set forth the percentage, as determined by the Company, applicable as of the initial Contract Schedule Date. This percentage may vary prospectively within a range of 1-5% for future issues only.</i> <p><i>The paragraph describing the External Index is specific to the S&P 500[®] and is bracketed to allow for substitution of a suitable index if the S&P 500[®] is discontinued, changed substantially or is not available for use.</i></p>
<p>4B</p>	<p>FIXED ACCOUNT INFORMATION</p>	<ul style="list-style-type: none"> • <i>The Initial Interest Rate will display the current interest rate in effect as of the initial Contract Schedule Date.</i> • <i>The Initial Fixed Account Allocation percentage will reflect the allocation selected by the Contract Owner.</i> • <i>The Guaranteed Period for the Initial Interest Rate will be displayed. This period may vary prospectively within a range of 1-9 years for future issues only.</i> • <i>The Minimum Fixed Account Credited Interest Rate percentage will set forth the percentage, as determined by the Company, applicable as of the initial Contract Schedule Date. This percentage may vary prospectively within a range of .5-3% for future issues only.</i>
<p>4B</p>	<p>GUARANTEED MINIMUM SURRENDER VALUE</p>	<p><i>The Guaranteed Minimum Surrender Value is equal to ninety percent (90%) of the Purchase Payment, minus any withdrawals made, both accumulated at the Guaranteed Minimum Surrender Value Factor, compounded annually, as determined under the Contract. The bracketed ninety percent (90%) may vary prospectively within a range of 87.5-100% for future issues only.</i></p>

4B	GUARANTEED MINIMUM SURRENDER VALUE FACTOR	<i>The rate shown to determine the factor is bracketed since it will be determined in accordance with the NAIC model index and therefore may vary between 1% and 3%.</i>
4B	PURCHASE PAYMENT	<i>The bracketed \$10,000.00 minimum amount that is currently displayed may vary within the range of \$2,000 - \$50,000 for future issues only.</i>
4B	PURCHASE PAYMENT LIMITS	<i>The bracketed \$1,500,000.00 maximum that is currently displayed may vary within the range of \$500,000 - \$3,000,000 for future issues only.</i>
4B	ISSUE CREDIT	<i>The bracketed 0.10% credit that is currently displayed may vary within the range of 0.05% - 0.25% for future issues only.</i>
4B	MINIMUM PARTIAL WITHDRAWAL AMOUNT	<i>The bracketed \$250.00 minimum that is currently displayed may vary within the range of \$250.00 - \$1,000.00 for future issues only.</i>
4C	MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL	<i>The bracketed \$7,500.00 minimum that is currently displayed may vary within the range of \$2000 - \$25,000 for future issues only.</i>
4C	CURRENT NUMBER OF PARTIAL WITHDRAWALS PERMITTED	<i>The bracketed Thirteen (13) maximum that is currently displayed may vary within the range of 1 – 20 for future issues only.</i>
4C	ANNUAL CONTRACT MAINTENANCE CHARGE	<i>Regarding this charge, we bracketed “is not assessed under this Contract” since we will not be implementing this product with a charge; however, if a charge is instituted for future issues only, the alternate language will be “of \$XX.XX will be deducted on the last day of each Contract Year”. Such charge would not exceed the \$50.00 maximum stated in the Contract Schedule, and would not be assessed if the Contract Value was \$100,000 or higher.</i>

4C	SURRENDER CHARGE	<i>Regarding the bracketed wording currently displayed that a Surrender Charge may be applied to Annuity Option G if the Period Certain is less than ten (10) years, the alternative would be that the charge would not apply for future issues and therefore the bracketed language would not appear.</i>
4C	SURRENDER CHARGE TABLES	<p><i>The initial Surrender Charge Schedule available with this product is the seven (7) year schedule displayed. The surrender charge percentages are not subject to variability, but the schedule is bracketed to prospectively allow for additional surrender charge periods for future issues only, as follows:</i></p> <ul style="list-style-type: none"> <i>○ Initial 5 Year Surrender Charge Schedule – 8%, 8%, 7%, 6%, 5%, 0%</i> <i>○ Initial 9 Year Surrender Charge Schedule – 8%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%</i>
4D	ANNUITY GUIDELINES PARAMETERS	<p><i>The bracketed thirteen (13) months partial or total annuitization currently displayed may vary within the range of 13 –108 months for future issues only.</i></p> <p><i>The bracketed \$10,000 minimum amount to be applied under an Annuity Option which is currently displayed may vary within the range of \$2,000 - \$25,000 for future issues.</i></p>
4D	RIDERS	<i>This field will display the rider names as applicable.</i>
4D	SERVICE CENTER	<i>This will allow for future address changes and telephone number changes of our Service Center.</i>

STATE OF ARKANSAS

CERTIFICATION

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

I certify that the forms and submission comply with all laws, regulations, bulletins and published guidelines applicable to these types of forms.


Richard J. Byrne

Vice President
Title of Responsible Officer

5/18/11
Date

STATE OF ARKANSAS

EXTERNAL-INDEXED CONTRACT GUIDELINES CERTIFICATION

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

I certify that the forms and submission comply with the External-Indexed Contract Guidelines published by the Arkansas Insurance Department.


Richard J. Byrne

Vice President
Title of Responsible Officer

5/18/11
Date