

SERFF Tracking Number: MASS-127296086 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 49311
Company Tracking Number: TSA MM PRODS 2011
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: TSA MM Prods 2011
Project Name/Number: TSA MM Prods 2011/TSA MM Prods 2011

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: TSA MM Prods 2011 SERFF Tr Num: MASS-127296086 State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 49311
Variable and Variable Closed
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: TSA MM PRODS 2011 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Diane Decoteau, Mary Disposition Date: 07/20/2011
Ellen Smith, Amie Clark
Date Submitted: 07/15/2011 Disposition Status: Approved-Closed
Implementation Date Requested: 12/02/2011 Implementation Date:

State Filing Description:

General Information

Project Name: TSA MM Prods 2011 Status of Filing in Domicile: Pending
Project Number: TSA MM Prods 2011 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 07/20/2011
State Status Changed: 07/20/2011
Deemer Date: Created By: Diane Decoteau
Submitted By: Amie Clark Corresponding Filing Tracking Number:
Filing Description:
RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850
Form #TSA NON ERISA MM 11 - Non-ERISA Tax-Sheltered Annuity Endorsement
Form #TSAPAN 11 - Tax-Sheltered Annuity Endorsement
Form #TSA NON ERISA FLEX 11 - Non-ERISA Tax-Sheltered Annuity Endorsement
Form #TSA ERISA FLEX 11 - ERISA Tax-Sheltered Annuity Endorsement
Form #PA-9510 11 - Amendment of Contract Tax Sheltered Annuity Loans

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

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

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

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

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

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

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

Company and Contact

Filing Contact Information

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

Filing Company Information

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]

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Filing Fees

Fee Required? Yes
Fee Amount: \$375.00
Retaliatory? Yes
Fee Explanation: \$375 = retaliatory fee of \$75/form x 5 forms
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$375.00	07/15/2011	49818895

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/20/2011	07/20/2011

SERFF Tracking Number: MASS-127296086 *State:* Arkansas
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Disposition

Disposition Date: 07/20/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT		Yes
Form	TAX-SHELTERED ANNUITY ENDORSEMENT		Yes
Form	NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT		Yes
Form	ERISA TAX-SHELTERED ANNUITY ENDORSEMENT		Yes
Form	AMENDMENT OF CONTRACT Tax Sheltered Annuity Loans		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	TSA NON ERISA MM 11	Policy/Contract	NON-ERISA TAX-SHELTERED ANNUITY Certificate: ENDORSEMENT Amendment, Insert Page, Endorsement or Rider	Initial			TSA NON ERISA MM 11.pdf
	TSAPAN 11	Policy/Contract	TAX-SHELTERED ANNUITY Certificate: ENDORSEMENT Amendment, Insert Page, Endorsement or Rider	Initial			TSAPAN 11.pdf
	TSA NON ERISA FLEX 11	Policy/Contract	NON-ERISA TAX-SHELTERED ANNUITY Certificate: ENDORSEMENT Amendment, Insert Page, Endorsement or Rider	Initial			TSA NON ERISA FLEX 11.pdf
	TSA ERISA FLEX 11	Policy/Contract	ERISA TAX-SHELTERED ANNUITY	Initial			TSA ERISA FLEX 11.pdf

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Certificate: ENDORSEMENT

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PA-9510 11 Policy/Cont AMENDMENT OF Initial

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Certificate: Loans

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PA-9510

11.pdf

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed for Massachusetts Mutual Life Insurance Company by:

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

[SECRETARY]

[PRESIDENT]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

TAX-SHELTERED ANNUITY ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed for Massachusetts Mutual Life Insurance Company by:

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

[SECRETARY]

[PRESIDENT]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

NON-ERISA TAX-SHELTERED ANNUITY ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed for Massachusetts Mutual Life Insurance Company by:

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

[SECRETARY]

[PRESIDENT]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, MA 01111-0001

ERISA TAX-SHELTERED ANNUITY ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed for Massachusetts Mutual Life Insurance Company by:

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

[SECRETARY]

[PRESIDENT]

Loan repayments will be due on a quarterly basis. The amount of each loan repayment due will reflect the loan interest rate, the number of payments remaining in the elected repayment plan, and the amount of loan outstanding at that time. Payments made in addition to regularly scheduled quarterly payments will be applied to loan principal only and will not change the due dates or amounts of subsequent quarterly payments, but will shorten the term of the loan.

All or part of any contract debt may be repaid at any time without penalty while the Annuitant is living and before the contract matures.

If a required loan payment is not paid in full within ninety (90) days after its due date, the total existing loan balance will be determined to be in default. The amount of the entire loan balance will be reported to the IRS on Form 1099-R for the year in which the ninety (90) day grace period ends. We reserve the right to redeem amounts (including any deductions for sales charges) needed to repay contract debt if the outstanding loan is in default. These redemptions, excluding any deductions for sales charges, will be withdrawn from the Separate Account divisions and Guaranteed Principal Account on a pro rata basis to the extent such redemptions are not restricted by the I.R.C or your TSA Plan. Any sales charge resulting from these redemptions will also be withdrawn from the Separate Account divisions and Guaranteed Principal Account on a pro rata basis, irrespective of whether the amounts are restricted or not.

Any repayment of contract debt will be applied first to accrued interest. The remaining balance of any repayment will be applied to the Guaranteed Principal Account and will reduce the amount equal to any outstanding contract loan held in the Guaranteed Principal Account. Repayments will not result in the transfer of values from the Guaranteed Principal Account to the divisions of the Separate Account.

Loan Interest Interest on any loan is at an annual rate. This rate may change from year to year. Each year we will set the rate that will apply for the next Contract Year.

Each year there is a maximum limit on the interest rate we can set. That limit is based on a Published Monthly Average. That Average will be:

- The Monthly Average of the Composite Yield on Seasoned Corporate Bonds as published by Moody's Investors Service, Inc., or any successor to that Service; or
- If that Monthly Average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state where this contract was delivered.

The maximum limit is the Published Monthly Average for the calendar month ending two (2) months before the Contract Year begins, or 4 1/2 %, whichever is higher.

Example: *A Contract Year begins on June 10, 20X1. The calendar month ending two months before that date is March. The loan interest rate for the Contract Year beginning June 10, 20X1 will not be greater than the Published Monthly Average for March 20X1. However, if 4 1/2% is higher than that Average, then 4 1/2% will be the maximum loan interest rate for that Contract Year.*

If the maximum limit for a Contract Year is at least ½ % higher than the rate in effect for the previous year, we may increase the rate to not more than that limit.

If the maximum limit for a Contract Year is at least ½ % lower than the rate in effect for the previous year, we must decrease the rate to not more than that limit.

Interest on a loan accrues each day and becomes part of the contract debt as it accrues.

For any loan that is in default, interest is due on each Contract Anniversary Date. If this interest is not paid when due, it will be added to the loan and will accrue interest at the rate payable on the loan.

Contract Debt Limit Contract debt may not equal or exceed the accumulated value of this contract less any deductions for sales charges and premium tax that apply. If this limit is reached, we can terminate this Contract, but only if the outstanding loan is in default.

To terminate this Contract when this limit is reached, we must mail written notice to the Owner and any assignee shown on our records at their last known addresses. This notice will state an amount that will bring the contract debt back within the limit. If we do not receive payment within thirty-one (31) days after the date we mailed the notice, this Contract will terminate without value at the end of those thirty-one (31) days.

Other Borrowing Rules We may delay the granting of any loan attributable to the Guaranteed Principal Account for up to six (6) months.

We may delay the granting of any loan attributable to the Separate Account during any period that:

- The New York Stock Exchange is closed; or
- The Securities and Exchange Commission determines that a state of emergency exists; or
- The Securities and Exchange Commission permits us to delay payment for the protection of our contract owners.

Change No. 2 The **Interest On Fixed Value** provision is revised to read as follows.

Interest on the fixed value of this Contract is credited daily to and including the date the fixed value is determined.

For any fixed value in excess of an amount equal to the outstanding contract loan, the interest rate we use will be the daily equivalent of the greater of:

- An annual rate of 3 ½ %; or
- An alternate annual rate established by us.

For any fixed value equal to the outstanding contract loan, the interest rate we use will be the daily equivalent of the greater of:

- An annual rate of 3 1/2 %; or
- The annual loan interest rate in effect less not more than 4%.

Credit interest will not reduce any contract debt except by redemption or upon death or maturity.

Change No. 3 The second sentence of the **Limitations On Transfers** provision is revised to read as follows.

The maximum value of any transfer from the Guaranteed Principal Account is the lesser of:

- 25% of the fixed value of this contract on the date the transfer is made; or
- The fixed value of this contract on the date the transfer is made less the amount of the outstanding contract loan.

Change No. 4 The **Cash Redemption Value** provision is revised to read as follows.

The cash redemption value of this contract is the accumulated value on the valuation date which is on or next follows the effective date of redemption less:

- Any deduction for sales charges; and
- Any premium tax we deduct at that time; and
- Any contract debt.

The accumulated value of this contract is described in the “Accounts, Values and Charges” Part of the contract.

Change No. 5 The third paragraph of the **Partial Redemptions** provision is revised to read as follows.

Any partial redemption will be subject to the limits set forth below.

- Any partial redemption must be for at least \$500.
- The accumulated value of the contract remaining after a partial redemption must not be less than the greater of \$500 or the sum of the contract debt, interest on the contract debt for twelve (12) months based on the loan interest rate then in effect, and any sales charges that would apply to these amounts as if they were redeemed.
- Amounts held in the Guaranteed Principal Account equal to the amount of the outstanding contract loan will not be available for partial redemption.

The above limits do not apply when we redeem amounts needed to repay contract debt if the outstanding contract loan is in default.

Change No. 6 The second paragraph of the **Redemption Or Maturity Without Charge** provision is revised to read as follows.

For the purpose of this provision, the following definitions apply:

- Credited Interest Rate means the annual equivalent of the interest rate credited to the fixed value in excess of an amount equal to an outstanding contract loan.
- Specific Interest Rate means the Treasury Bill Index (as described below) reduced by 1.40%.

Change No. 7 The **Maturity Value** provision is revised to read as follows.

The maturity value is the accumulated value of this contract on the valuation date which is on or next follows the maturity date with these deductions:

- Any deduction for sales charges; and
- Any premium tax we deduct at that time; and
- Any contract debt.

Change No. 8 The **Amount of Death Benefit** provision is revised to read as follows.

If the Annuitant dies before this contract matures and while it is in force, the death benefit will be the greater of:

- The total of any and all purchase payments made, less the amount of any partial redemptions; or
- The accumulated value of this contract on the valuation date which is on or next follows the date proof of death is received at our Home Office;

less, in either case, any contract debt on the date of death and any premium tax we deduct at that time.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

 [Handwritten signature of Christine C. Pease]

[Secretary]

SERFF Tracking Number: MASS-127296086 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 49311
 Company Tracking Number: TSA MM PRODS 2011
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: TSA MM Prods 2011
 Project Name/Number: TSA MM Prods 2011/TSA MM Prods 2011

Supporting Document Schedules

	Item Status:	Status Date:
<p>Bypassed - Item: Flesch Certification Bypass Reason: As described in the Filing Description on the General Information tab, we believe these forms are exempt from state-mandated policy language simplification requirements because they contain technical IRS requirements and may be used for products registered with the Securities and Exchange Commission. Comments:</p>		
<p>Bypassed - Item: Application Bypass Reason: Not applicable to this filing. Comments:</p>		
<p>Bypassed - Item: Life & Annuity - Acturial Memo Bypass Reason: Not applicable to this filing. Comments:</p>		