

**State:** Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company  
**TOI/Sub-TOI:** A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium  
**Product Name:** Odyssey Select-MGIR/APR 2012  
**Project Name/Number:** Odyssey Select-MGIR/APR 2012 /Odyssey Select-MGIR/APR 2012

### Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company  
 Product Name: Odyssey Select-MGIR/APR 2012  
 State: Arkansas  
 TOI: A021 Individual Annuities- Deferred Non-Variable  
 Sub-TOI: A021.002 Flexible Premium  
 Filing Type: Form  
 Date Submitted: 11/23/2012  
 SERFF Tr Num: MASS-128749069  
 SERFF Status: Closed-Approved-Closed  
 State Tr Num:  
 State Status: Approved-Closed  
 Co Tr Num: ODYSSEY SELECT-MGIR/APR 2012  
  
 Implementation: 03/29/2013  
 Date Requested:  
 Author(s): Diane Decoteau, Mary Ellen Smith, Sharon Wheeler, Amie Clark  
 Reviewer(s): Linda Bird (primary)  
 Disposition Date: 11/29/2012  
 Disposition Status: Approved-Closed  
 Implementation Date:  
  
 State Filing Description:

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## General Information

Project Name: Odyssey Select-MGIR/APR 2012 Status of Filing in Domicile: Pending  
 Project Number: Odyssey Select-MGIR/APR 2012 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: 11/29/2012  
 State Status Changed: 11/29/2012  
 Deemer Date: Created By: Mary Ellen Smith  
 Submitted By: Mary Ellen Smith Corresponding Filing Tracking Number:

### Filing Description:

RE: Massachusetts Mutual Life Insurance Company NAIC #65935; Group #435; TIN #04-1590850  
 Form #MUFA10.1: Individual Fixed Deferred Annuity Contract  
 Form #MUFA10-SCH-OS.2: Contract Schedule  
 Form #MUFA10-UR.1: Unisex Rider

The captioned revised forms, posted under the Form Schedule tab, are being submitted for your approval. These forms will be issued to new contract owners only on a going forward basis and will replace, effective upon approval and implementation, the following previously approved forms:

- Individual Fixed Deferred Annuity Contract MUFA10 and Unisex Annuity Rates Rider MUFA10-UR approved February 11, 2010 (MASS-126398212 and State Tracking Number 44172);
- Contract Schedule MUFA10-SCH-OS.1 approved September 13, 2010 (MASS-126799686 and State Tracking Number 46733).

Please be advised that no additional changes to the captioned contract documents have been made other than the modifications described in the paragraph below and the new form numbers and current dating in the contract owner specific data.

We have modified the captioned contract documents in two main respects.

- The Minimum Guaranteed Interest Rate on page 4A of the captioned contract schedule form has been revised to 0.50% and will be set initially at contract issue for the life of the contract. We added two provisions to the schedule, the Guaranteed Minimum Surrender Value and the Guaranteed Minimum Surrender Value Factor, calculated using the NAIC model index methodology, which will essentially act as a measure against the Contract Value or Contract Withdrawal Value determined at time of total withdrawal, death or annuitization, as applicable, to meet compliance with the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.
- The assumptions underlying the Fixed Annuity Rates have been updated and moved from the previously-approved contract to the revised captioned contract schedule. The rate tables, and any references thereto, which were displayed in the previously-approved contract and Unisex Annuity Rates Rider, have been removed.

Enclosed is an actuarial memorandum which supports the Minimum Guaranteed Interest Rate change and the Fixed Annuity Rates change which will be administered in a non-discriminatory manner. In no event will the rate displayed cause the surrender values to be less than your state's nonforfeiture requirements.

The material that is bracketed is intended to be illustrative and variable, and may be modified on a non-discriminatory basis.

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Please note that we have submitted a separate Description of Variable Provisions under the Supporting Documentation tab for each captioned form, with the contract schedule description reflecting the Minimum Guaranteed Interest Rate and Fixed Annuity Rates changes noted above.

Also posted under the Supporting Documentation tab is the Readability Certification applicable to the captioned forms.

For your reference, highlighted versions of the changes in the captioned forms have been attached under the Supporting Documentation tab.

At some point in the future, our Company may decide to change the policy print system that currently generates the above referenced contract documents. 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 form.

If you have any questions regarding this filing, please call me at 1-800-234-5606, ext. 24865. We would appreciate approval of these forms at your earliest convenience.

## Company and Contact

### Filing Contact Information

Mary Ellen Smith, Compliance Consultant msmith7@MassMutual.com  
 1295 STATE STREET 800-234-5606 [Phone] 24865 [Ext]  
 M258  
 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]		

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$75.00
Retaliatory?	Yes
Fee Explanation:	Our state of domicile is Massachusetts and the retaliatory fee is \$75.00 per form filing which is inclusive of riders and schedules.
Per Company:	No

Company	Amount	Date Processed	Transaction #
Massachusetts Mutual Life Insurance Company	\$75.00	11/23/2012	65146422
Massachusetts Mutual Life Insurance Company	\$75.00	11/26/2012	65183742

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/29/2012	11/29/2012

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/26/2012	11/26/2012

#### Response Letters

Responded By	Created On	Date Submitted
Mary Ellen Smith	11/26/2012	11/26/2012

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Contract Schedule	Mary Ellen Smith	11/23/2012	11/23/2012

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## Disposition

Disposition Date: 11/29/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Description of Variable Provisions		Yes
Supporting Document	Reference Documents with Changes Tracked		Yes
Form	Individual Fixed Deferred Annuity Contract		Yes
Form (revised)	Contract Schedule		Yes
Form	Contract Schedule	Replaced	Yes
Form	Unisex Rider		Yes

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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/26/2012
Submitted Date	11/26/2012
Respond By Date	12/26/2012

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Dear Mary Ellen Smith,

**Introduction:**

*This will acknowledge receipt of the captioned filing.*

**Objection 1**

*Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$75.00 filing fee is received.*

**Conclusion:**

*A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.*

*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	11/26/2012
Submitted Date	11/26/2012

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Dear Linda Bird,

**Introduction:**

Thank you for letting us know of the fee change, and we apologize for our error.

**Response 1**

**Comments:**

We submitted the additional \$75.00 and will mark our records accordingly for future filings.

**Related Objection 1**

Comments: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$75.00 filing fee is received.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:**

Thank you, and we look forward to approval of this filing.

Sincerely,

Mary Ellen Smith

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## Amendment Letter

Submitted Date: 11/23/2012

### Comments:

We are posting a revised Contract Schedule to correct a typographical error on page 4A of the form in the Guaranteed Minimum Surrender Value Factor section. The bracketing in the second sentence of that section should also encompass the following wording "as of the Issue Date of this Contract and" so that the entire sentence "as of the Issue Date of this Contract and is applicable for the life of the Contract" is bracketed with the explanation for the alternate wording contained in the Description of Variable Provisions posted under the Supporting Documentation tab.

We apologize for any inconvenience this re-posting may cause you.

Thank you for your consideration.

### Changed Items:

### Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Contract Schedule	MUFA10-SCH-OS.2	SCH	Revised	Replaced Form #:MUFA10-SCH-OS.1 Previous Filing #:MASS-126799686		MUFA10-SCH-OS.2 Generic Schedule 9-Yr 11-2012.pdf	Date Submitted: 11/23/2012 By:
<i>Previous Version</i>								
1	<i>Contract Schedule</i>	<i>MUFA10-SCH-OS.2</i>	<i>SCH</i>	<i>Revised</i>	<i>Replaced Form #:MUFA10-SCH-OS.1 Previous Filing #:MASS-126799686</i>		<i>MUFA10-SCH-OS.2 Generic Schedule 9-Yr 11-2012.pdf</i>	<i>Date Submitted: 11/23/2012 By: Mary Ellen Smith</i>

No Rate Schedule Items Changed.

No Supporting Documents Changed.

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## Form Schedule

Lead Form Number:									
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Individual Fixed Deferred Annuity Contract	MUFA10.1	POL	Revised	Previous Filing Number:	MASS-126398212	46.400	MUFA10.1 Generic Contract 11-2012.pdf
						Replaced Form Number:	MUFA10		
2		Contract Schedule	MUFA10-SCH-OS.2	SCH	Revised	Previous Filing Number:	MASS-126799686		MUFA10-SCH-OS.2 Generic Schedule 9-Yr 11-2012.pdf
						Replaced Form Number:	MUFA10-SCH-OS.1		
3		Unisex Rider	MUFA10-UR.1	POLA	Revised	Previous Filing Number:	MASS-126398212	49.900	MUFA10-UR.1 Unisex Rider 11-2012.pdf
						Replaced Form Number:	MUFA10-UR		

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

**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 initial 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 Payments plus any fees or charges, 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**

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

[SECRETARY]

[PRESIDENT]

**INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT  
WITH FLEXIBLE PURCHASE PAYMENTS**

- **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.**

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**INSERT SCHEDULE PAGES 4A+ HERE**

## DEFINITIONS

**ACCUMULATION PERIOD.** The period during which Purchase Payments may be made.

**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 or Annuity Payments to reimburse it for expenses relating to 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.** The date on which the Contract Owner elects to begin receiving Annuity Payments. The latest date on which this 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(ies) 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 sum of the Purchase Payment(s) and interest credited to this Contract, less any amounts previously withdrawn, less any applicable taxes, and less any charges previously deducted.

**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 applicable charges, if any; less the Surrender Charge, if any; less any Purchase Payments credited to this Contract when based upon Purchase Payments that have not cleared the bank upon which the Purchase Payments are drawn.

**CONTRACT YEAR.** The first Contract Year is the annual period which begins on the Issue Date. Subsequent Contract Years begin on each anniversary of the Issue Date.

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

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

**MINIMUM GUARANTEED INTEREST RATE.** The Company guarantees that the interest to be credited will not be less than the Minimum Guaranteed Interest Rate shown on the Contract Schedule. Interest is credited daily. The Company may credit additional interest at its sole discretion.

**NET PURCHASE PAYMENT.** A Purchase Payment less any Premium Tax, if applicable, assessed by any state or other jurisdiction.

**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.** During the Accumulation Period, a payment made by or on behalf of a Contract Owner with respect to this Contract.

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

**WRITTEN NOTICE.** 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 via Written Request. The Contract Owner must promptly provide the Company with notice of any Contract Owner address change.

**WRITTEN REQUEST.** A request in writing, in a form satisfactory to the Company, which is received by our Service Center.

## **PURCHASE PAYMENT PROVISIONS**

**PURCHASE PAYMENTS.** The initial Purchase Payment is due on the Issue Date. The minimum and maximum requirements for total and subsequent Purchase Payments are shown on the Contract Schedule. The Company reserves the right to reject any Purchase Payment not conforming to the requirements set forth in the Contract Schedule or not complying with any state or federal regulatory requirements.

## **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.

Each partial withdrawal must be for an amount which is not less than the minimum amount shown on the Contract Schedule. The Contract Value which must remain in this Contract after a partial withdrawal is shown on the Contract Schedule. Amounts withdrawn will be deducted on a first in first out basis. 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 the time of such total withdrawal will not be less than the Guaranteed Minimum Surrender Value which is determined in accordance with the provisions shown on the Contract Schedule.

The Company will pay the amount of any withdrawal within seven (7) calendar days of receipt of a request in good order 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 Amount is an amount which is not subject to a Surrender Charge. The Surrender Charge and Free Withdrawal Amounts are shown on the Contract Schedule.

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

## **DEATH BENEFIT PROVISIONS**

**DEATH OF CONTRACT OWNER DURING THE ACCUMULATION PERIOD.** Upon the death of any Contract Owner during the Accumulation Period, 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.

If there is no Joint Contract Owner, the Death Benefit will be paid to the Beneficiary designated by the Contract Owner.

A Beneficiary may request that the Death Benefit be paid using one of the Death Benefit payout options shown in the Death Benefit Provisions 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 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 in accordance with the provisions shown on the Contract Schedule as of the date the Company receives both due proof of death and an election of the payment method.

**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.

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 spousal Beneficiary may elect to continue this Contract in his or her own name as described herein, or elect Option 1, 2 or 3 above.

If Option 1 is elected, 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.

**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 Contract Owner loses all rights to 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 in equal shares as follows:

1. to the primary Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none
2. to the contingent Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none
3. 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 named irrevocably. A change of Beneficiary requires the consent of any irrevocable Beneficiary. If an irrevocable Beneficiary is named, 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. Any change 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.

## **ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS**

**ANNUITANT.** The Annuitant is the person on whose life Annuity Payments are based. The Annuitant is the person designated 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. 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.

A change of Contract Owner allowed by the Company will automatically revoke any prior designation of Contract Owner. 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.

**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 Owner's authorization 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, subject to the Company's underwriting rules then in effect and 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.

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.

The Company reserves the right to terminate this Contract if the total of all Purchase Payments received in the first Contract Year does not meet the minimum Purchase Payment amount requirements shown on the Contract Schedule. If the Company exercises this right, Written Notice of termination will be sent to the Contract Owner at the last known address shown in our records. This Written Notice will state that this Contract will terminate thirty-one (31) calendar days after we have mailed the notice unless we receive a Purchase Payment that, combined with all other Purchase Payments received in the first Contract Year, meets such minimum Purchase Payment amount requirements. If this Contract is terminated pursuant to the reserved right to terminate this Contract, we will pay the Contract Withdrawal Value to the Contract Owner.

In addition, the Company reserves the right to terminate this Contract if the following conditions are met:

1. no Purchase Payment has been made for at least two consecutive years measured from the date we received the last Purchase Payment; and
2. each of the following amounts is less than \$2,000 on the date we send Written Notice of our election to terminate this Contract provided that no Annuity Option is in effect at that time:
  - a. the Contract Value less any Premium Tax deducted; and
  - b. the sum of all Purchase Payments made into the Contract adjusted for any partial withdrawals.

If the Company exercises the right to terminate this Contract when conditions 1 and 2 are met, Written Notice of termination will be sent to the Contract Owner at the last known address shown in our records. This Written Notice will state that this Contract will terminate thirty-one (31) calendar days after we have mailed the notice unless we receive a Purchase Payment that brings the Contract Value (less any Premium Tax) to at least \$2,000 before that time. If this Contract is terminated pursuant to the reserved right to terminate this Contract, we will pay the Contract Withdrawal Value to the Contract Owner.

**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, reduced 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 features 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.** The Company will determine when Premium Taxes have resulted from receipt by the Company of the Purchase Payments, or commencement of Annuity Payments. Any Premium 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 legal process and the claim of any creditor if the person is 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 Purchase Payments, 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 and 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 guaranteed annuity purchase rates, which are based on the assumptions shown on the Contract Schedule under the Fixed Annuity Rates section, to the amount to be applied to the Annuity Option elected by the Contract Owner.
2. The amount applied to an Annuity Option on the Annuity Date is equal to the Contract Value minus any applicable Premium Tax, Annual Contract Maintenance Charge and Surrender Charge shown on the Contract Schedule. If the full Contract Value is applied to an Annuity Option and the Guaranteed Minimum Surrender Value, as determined in accordance with the provisions shown on the Contract Schedule, is greater, the amount applied on the Annuity Date is equal to the Guaranteed Minimum Surrender Value, adjusted for any applicable Premium Tax and Annual Contract Maintenance Charge.
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 an Annuity Option has not been elected before the Annuity Date, 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 used to calculate the Annuity Payments 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 below. 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 five (5) 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

### **NOTICE OF ANNUAL MEETING**

**The Contract Owner is hereby notified that by virtue of this Contract he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts, on the second Wednesday of April in each year at 2 o'clock p.m.**

### **INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT WITH FLEXIBLE PURCHASE PAYMENTS**

- **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.**

## CONTRACT SCHEDULE

**Contract Number:** [ ] **Latest Permitted Annuity Date:** [04/01/2067]

**Issue Date:** [04/01/2013] **Contract Schedule Date:** [04/01/2013]

**Eligibility Date for Waiver of Surrender Charge:** [04/01/2014]

**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]

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

**Product Version:** [MassMutual Odyssey Select<sup>SM</sup>]

**Current Interest Rates:**

<b>First Year Base Rate Plus Enhanced Rate:</b>	[ ]%	<b>Guaranteed Periods:</b>	[One (1) year]
<b>[Second Year Base Rate:</b>	[ ]%		[One (1) year]]

**Minimum Guaranteed Interest Rate:** [0.50%]

**GUARANTEED MINIMUM SURRENDER VALUE:** The Guaranteed Minimum Surrender Value is equal to [eighty-seven and one half percent (87.5%)] of the Purchase Payments, 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 is [1.00 - 3.00%] [as of the Issue Date of this Contract and is applicable for the life of the Contract]. The Guaranteed Minimum Surrender Value Factor is determined based on the following Index methodology:

1. For all Contracts issued 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 issued 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 current 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.

**Initial Purchase Payment Received:** [\$ XXXX.00]

**PURCHASE PAYMENTS:** The total of all Purchase Payments received in the first Contract Year must be at least [\$4,000] for qualified Contracts and [\$10,000] for non-qualified Contracts. This may consist of a monetary payment or a combination of a monetary payment and exchange/transfer paperwork for transferred assets. If the automatic investment plan option is elected in the first Contract Year, the minimum automatic investment plan Purchase Payment is the greater of \$50 or the amount necessary to meet the minimum initial Purchase Payment requirements of [\$4,000] for qualified Contracts and [\$10,000] for non-qualified Contracts. Subsequent Purchase Payments, if any, may be no less than [\$1,000] or, if the automatic investment plan option is elected, \$50.

[If this Contract is issued as a Non-ERISA Tax Sheltered Annuity (TSA), as part of a TSA exchange, the Company will allow partial or total transfers of a participant's interest in a Non-ERISA Tax-Sheltered Annuity (TSA) to this Contract. However, this Contract cannot be used for salary reduction contributions.]

**PURCHASE PAYMENTS LIMITS:** The maximum total Purchase Payments allowed are [\$1,500,000]. Purchase Payments above this amount must be pre-approved by the Company. The Company reserves the right to limit any Purchase Payments made after the Initial Purchase Payment to a maximum of [\$100,000].

**CREDITED INTEREST RATES:** The interest rates credited to the Initial Purchase Payment Received and the period for which they are guaranteed are shown on the first page of the Contract Schedule as the Current Interest Rates and the Guaranteed Periods.

For each Purchase Payment received, interest will be credited at a fixed interest base rate determined by the Company which is guaranteed for [two (2) years] from receipt of the Purchase Payment.

After expiration of the [two-year] base rate guarantee for each Purchase Payment received, interest will be credited at a renewal rate and for a period to be determined by the Company.

The Company may also credit a one-year enhanced rate to any Purchase Payment received within the first [four (4) Contract Years]. Enhanced rates are offered at the Company's discretion and may be discontinued at any time. Enhanced rates will not be offered in Contract Years [five (5)] and thereafter.

**MINIMUM PARTIAL WITHDRAWAL AMOUNT:** [\$250]

**MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL:** [\$3,000], provided that no Annuity Option is in effect at that time. The Company reserves the right to 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]. We reserve the right to deduct an Annual Contract Maintenance Charge of up to \$50.00 from the Contract Value each Contract Year.

**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]. The charge is calculated at the time of each withdrawal or annuitization, as applicable, based on the Surrender Charge Schedule. [The Surrender Charge only applies to Annuity Option G if the Period Certain is less than ten (10) years.]

A Surrender Charge will be assessed against the amount of Contract Value withdrawn for partial and total withdrawals made in excess of any Free Withdrawal Amounts during the Contract Years that a Surrender Charge is applicable as shown in the Surrender Charge Schedule. A Surrender Charge is deducted from the remaining Contract Value, if any, or if the Contract Value is insufficient, from the withdrawal amount.

**SURRENDER CHARGE SCHEDULE**

<b>[Contract Year of Withdrawal:</b>	1	2	3	4	5	6	7	8	9	10	<b>and thereafter</b>
<b>Surrender Charge % of Contract Value:</b>	8	8	7	6	5	4	3	2	1	0]	

**FREE WITHDRAWAL AMOUNTS:** Free Withdrawal Amounts are 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, whichever is greater, determined as of the date a Written Request for such withdrawal is received at our Service Center. Any additional Purchase Payments made in the first Contract Year after the initial Free Withdrawal is taken will not be included in the calculation of the Free Withdrawal until the next Contract Anniversary.

During each subsequent 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, whichever is greater, as determined at the end of the last business day of the previous Contract Year. Any additional Purchase Payments made in the same Contract Year any Free Withdrawal is taken will not be included in the calculation of the Free Withdrawal until the next Contract Anniversary.

To qualify as Free Withdrawal Amounts, Required Minimum Distributions (RMD) under this Contract are subject to the following conditions:

- 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 are subject to the Minimum Contract Value After Partial Withdrawal requirements as shown in this Contract Schedule.

A Surrender Charge will not be assessed for any withdrawal(s) taken for redemption of excess contributions from qualified plans as those terms are defined in the Internal Revenue Code of 1986, as amended and the regulations thereunder.

**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 [five (5)] years 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] for a full annuitization, the Company reserves the right to pay the amount in a lump sum. If any Annuity Payment is less than \$100, the Company reserves the right to change the payment basis to equivalent quarterly, semi-annual, or annual 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.]
4. The Annuity Date must be the 1st through the 28th day of the month.

**FIXED ANNUITY RATES:**

The assumptions for determining the Fixed Annuity rates are:

1. The [2012 Individual Annuity Mortality (IAM)] mortality table, [projected to the year 2052 with 100% of Projection Scale G2 for both males and 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. [A five-year age setback will be applied in all instances.]
2. The Annuity Option rates are based on an effective annual interest rate of [0.10%].

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 annuity payout rates for this Contract, those rates will be used

**RIDERS:**

- [Nursing Home and Hospital Withdrawal Benefit Rider]
- [Terminal Illness Withdrawal Benefit Rider]
- [Individual Retirement Annuity Rider]
- [Roth Individual Retirement Annuity Rider]
- [SIMPLE Individual Retirement Annuity Rider]
- [Qualified Plan Rider]
- [Non-ERISA Tax Sheltered Annuity Rider]

[Governmental 457(b) Deferred Compensation Plan Rider]  
[Unisex Rates Rider]

**SERVICE CENTER:**

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

Telephone: [1-800-272-2216]

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**  
**Springfield, MA 01111-0001**

**UNISEX RIDER**

This rider modifies the Contract to which it is attached for use in connection with a retirement plan which receives favorable income tax treatment under Sections 401, 403, 408, 408A or 457 of the Internal Revenue Code, or where required by state law. In the case of a conflict with any provision in the Contract, the provisions of this rider will control. The Company may further amend the Contract from time to time to meet any requirements applicable to such plans or laws. The effective date of this rider is the Issue Date shown on the Contract Schedule.

The provisions of the Contract are modified by deleting any reference to sex where such term appears in the Contract.

**Signed for Massachusetts Mutual Life Insurance Company by:**

 [Handwritten signature of Christine C. Peaslee]

[SECRETARY]

 [Handwritten signature of My W. [unclear]]

[PRESIDENT]

**State:** Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company  
**TOI/Sub-TOI:** A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium  
**Product Name:** Odyssey Select-MGIR/APR 2012  
**Project Name/Number:** Odyssey Select-MGIR/APR 2012 /Odyssey Select-MGIR/APR 2012

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Please see attached Readability Certification. This form has been signed by the Director of Annuity State Filing who has specific delegation by the Chief Executive Officer of our Company to sign such certifications.		
Attachment(s):			
AR Readability Certificate.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Description of Variable Provisions		
Comments:	Please see the attached Description of Variable Provisions for each submitted form. The Contract Schedule Description is highlighted to reflect the Minimum Guaranteed Interest Rate and Fixed Annuity Rates changes that are the focus of this filing.		
Attachment(s):			
Odyssey Select Generic DOV Contract 11-2012.pdf			
Odyssey Select Generic DOV Schedule 11-2012.pdf			
Odyssey Select Generic DOV Unisex Rider 11-2012.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Reference Documents with Changes Tracked		
Comments:	Please see attached reference copies of submitted forms with changes marked.		
Attachment(s):			
MUFA10.1 Generic Contract Tracked Changes Reference Copy.pdf			
MUFA10-SCH-OS.2 Generic Schedule Tracked Changes Reference Copy.pdf			
MUFA10-UR.1 Unisex Rider Tracked Changes Reference Copy.pdf			

## CERTIFICATION OF READABILITY

### Arkansas

NEW POLICY FORMS	Form #	Flesch Readability Score
Contract**	MUFA10.1	46.4
Unisex Rider	MUFA10-UR.1	49.9
**Per A.C.A. § 23-80-206(b)(3)(A), the text in the Contract Schedule specifications pages (MUFA10-SCH-OS.2) 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)

Sharon R. Wheeler

(Name)

Director

(Title)

November 20, 2012

(Date)

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**Massachusetts Mutual Life Insurance Company**

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**Description of Variable Provisions  
Individual Fixed Deferred Annuity Contract  
MUFA10.1  
November 2012**

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

<b>Provision with Brackets</b>	<b>Description</b>
<b>Page 1, Second Paragraph</b>	<i>In the second paragraph, the Company address, 1295 State Street, Springfield, Massachusetts 01111-0001, phone number, 1-800-272-2216, and website address, <a href="http://www.massmutual.com">www.massmutual.com</a>, are bracketed to allow for possible change to this contact information.</i>
<b>Page 1, Right to Examine Contract Provision</b>	<i>The free look period applicable to replacement contracts is bracketed to allow for variance per individual state regulations regarding replacement.</i>
<b>Page 1, Officer Signatures and Titles</b>	<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 documents.</i>
<b>Page 13, Annuity Provisions</b>	<i>In Item 1 of the Annuity Guidelines provisions, the words "or part" are bracketed within the following sentence: "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." Since partial annuitizations will not be allowed upon initial implementation of this product, the bracketed words will not appear in the contract; however, we may prospectively add back "or part" when partial annuitization is allowed.</i>

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*Massachusetts Mutual Life Insurance Company*

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*Description of Variable Provisions  
Individual Fixed Deferred Annuity Contract Schedule  
MUFA10-SCH-OS.2  
November 2012*

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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 a brief explanation of the key variable sections.

<b>Provision with Brackets</b>	<b>Description</b>
<p><b>Page 4A - Contract Owner Specific Information</b></p> <p><b>Page 4A – Product Version</b></p> <p><b>Page 4A - Current Interest Rates</b></p> <p><b>Page 4A – Minimum Guaranteed Interest Rate (Revised)</b></p>	<p><i><b>The bracketed sections of the Contract Schedule are detailed below. Please note that the majority of this bracketing on the Contract Schedule was previously approved. The changes relative to this filing regarding the Minimum Guaranteed Interest Rate and the Fixed Annuity Rates are noted below as “Revised” or “New Provision”.</b></i></p> <p><i>There are thirteen items which will detail contract specific information (i.e. Contract Number; Latest Permitted Annuity Date which is a date equal to the later of age 90 or 10 years post issue; Issue Date; Contract Schedule Date; Eligibility Date for Waiver of Surrender Charge; Contract Owner Name; Age and Sex; Joint Contract Owner Name; Age and Sex; Annuitant Name; Age and Sex; Joint Annuitant Name; Age and Sex,). We have completed these fields with "John Doe" information.</i></p> <p><i>The product name is displayed within brackets to allow for future revision.</i></p> <p><i>In this section we will display the current interest rates for the First Year Base Rate Plus Enhanced Rate and the Second Year Base Rate for the initial Purchase Payment. The Guaranteed Periods for each “One (1)” rate is bracketed to allow variability within the following range:</i></p> <p><b>Range Information: Minimum is 1 year Maximum is 2 years</b></p> <p><i>Please note that the “Second Year Base Rate: and its corresponding Guaranteed Period are bracketed in its entirety since this item would not appear if the Company is not offering a guaranteed rate beyond the first year.</i></p> <p><i><b>In this section the initial Minimum Guaranteed Interest Rate, which will be effective for the life of the contract, is displayed in brackets as “0.50%”. This minimum rate may be changed for future issues only within a range of 0.25% to 3.00%. It should be noted that values accumulated at the Minimum Guaranteed Interest Rate will always be measured against the Guaranteed Minimum Surrender Value shown below to meet nonforfeiture standards.</b></i></p>

<p><b>Guaranteed Minimum Surrender Value (New provision)</b></p>	<p><i>The Guaranteed Minimum Surrender Value is equal to eighty-seven and one half percent (87.5%) of the Purchase Payments, minus any withdrawals made, both accumulated at the Guaranteed Minimum Surrender Value Factor, compounded annually, as determined under the Contract. The bracketed eighty-seven and one half percent (87.5%) may vary prospectively within a range of 87.5%-100% for future issues only, based on possible changes in nonforfeiture standards.</i></p>
<p><b>Guaranteed Minimum Surrender Value Factor (New provision)</b></p>	<p><i>The Guaranteed Minimum Surrender Value Factor is bracketed since it will be determined in accordance with the NAIC model index and therefore may vary between 1% and 3%.</i></p>
<p><b>Page 4B – Initial Purchase Payment Received</b></p>	<p><i>The factor is initially determined “as of the Issue Date of this Contract and is applicable for the life of the Contract”. This language is bracketed to allow for redetermination for future issues only. The applicable language, in that case, is that the Guaranteed Minimum Surrender Value Factor is “for the first ten (10) Contract Years and will be redetermined on the tenth (10th) Contract Anniversary and every fifth (5th) Contract Anniversary thereafter”.</i></p> <p><i>In no event will the rate displayed cause the surrender values to be less than the nonforfeiture requirements of the state in which the contract is issued.</i></p> <p><i>The actual Purchase Payment received will be displayed.</i></p>
<p><b>Page 4B - PURCHASE PAYMENTS</b></p>	<p><i>In the first paragraph, regarding the total of all Purchase Payments that must be received in the first Contract Year, we bracketed “\$4,000” for qualified contracts and “\$10,000” for non-qualified contracts where these items appear twice within the paragraph. The range of variability for both these items is as follows:</i></p> <p><b>Range Information: Minimum is \$2,000 Maximum is \$25,000</b></p> <p><i>In the last sentence of the first paragraph regarding subsequent Purchase Payments, we bracketed the “\$1,000” minimum and the “\$50” minimum under the automatic investment plan, with the variability subject to the following ranges:</i></p> <p><b>Range Information for \$1,000: Minimum is \$500 Maximum is \$5,000</b></p> <p><b>Range Information for \$50: Minimum is \$50 Maximum is \$200</b></p> <p><i>The entire second paragraph regarding TSA exchanges is bracketed since such a transfer will not be allowed upon initial implementation of this product; however, we may prospectively add back this paragraph when TSA exchanges are allowed.</i></p>
<p><b>Page 4B – Purchase Payments Limits</b></p>	<p><i>In the first sentence, we bracketed the “\$1,500,000” maximum total Purchase Payments allowed, with the variability subject to the</i></p>

<p><b>Page 4B – Credited Interest Rates</b></p>	<p><i>following ranges:</i></p> <p><b>Range Information: Minimum is \$500,000 Maximum is \$3,000,000</b></p> <p><i>In the second sentence, regarding the Company’s reserved right to limit subsequent Purchase Payments, we bracketed the “\$100,000” maximum limit, with the variability subject to the following ranges:</i></p> <p><b>Range Information: Minimum is \$50,000 Maximum is \$250,000</b></p> <p><i>In the second paragraph of this section, we bracketed the “two (2) years” guaranteed period for which interest will be credited, for each Purchase Payment received, with the variability subject to the following ranges:</i></p> <p><b>Range Information: Minimum is one (1) year Maximum is two (2) years</b></p> <p><i>In the third paragraph, we bracketed the “two-year” base guarantee for each Purchase Payment received, with the variability subject to the following ranges:</i></p> <p><b>Range Information: Minimum is one -year Maximum is two-year</b></p> <p><i>In the fourth paragraph, the Company may also credit a one-year enhanced rate to any Purchase Payment received during a certain time period. We bracketed the current time period of “four (4) Contract Years”, with the variability subject to the following ranges:</i></p> <p><b>Range Information: Minimum is one (1) Contract Year Maximum is nine (9) Contract Years</b></p> <p><i>Also, in the last sentence of the fourth paragraph, enhanced rates will not be offered after a stated number of Contract Years and thereafter. The current bracketed number is “five (5)”, with the variability subject to the following ranges:</i></p> <p><b>Range Information: Minimum is one (1) and thereafter Maximum is nine (9) and thereafter</b></p>
<p><b>Page 4B – Minimum Partial Withdrawal Amount</b></p>	<p><i>The current bracketed amount is “\$250” with the variability subject to the following ranges:</i></p> <p><b>Range Information: Minimum is \$250 Maximum is \$1,000</b></p>
<p><b>Page 4B – Minimum Contract Value After Partial Withdrawal</b></p>	<p><i>The current bracketed amount is “\$3,000” with the variability subject to the following ranges:</i></p>

	<p><b>Range Information: Minimum is \$2,000 Maximum is \$25,000</b></p>																																
<p><b>Page 4B – Current Number of Partial Withdrawals Permitted</b></p>	<p><i>The current bracketed number is “13” with the variability subject to the following ranges:</i></p> <p><b>Range Information: Minimum is 1 Maximum is 20</b></p>																																
<p><b>Page 4B – Annual Contract Maintenance Charge</b></p>	<p><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, the alternate language will be “of \$XX.XX is assessed under this Contract”. Such charge would not exceed the \$50.00 maximum stated in the Contract Schedule.</i></p>																																
<p><b>Page 4C – Surrender Charge Schedule</b></p>	<p><i>The Surrender Charge Schedule is bracketed in its entirety to allow for one of three different schedules to print based upon the Contract Owner’s selection. The submitted Contract Schedule displays the nine-year Surrender Charge Schedule; the following two schedules are the alternative selections:</i></p> <p>A. 7-Year Surrender Charge Schedule</p> <table border="1"> <thead> <tr> <th><u>Contract Year of Withdrawal</u></th> <th><u>Surrender Charge % of Contract Value</u></th> </tr> </thead> <tbody> <tr><td>1</td><td>8%</td></tr> <tr><td>2</td><td>8%</td></tr> <tr><td>3</td><td>7%</td></tr> <tr><td>4</td><td>6%</td></tr> <tr><td>5</td><td>5%</td></tr> <tr><td>6</td><td>4%</td></tr> <tr><td>7</td><td>3%</td></tr> <tr><td>8 and thereafter</td><td>0%</td></tr> </tbody> </table> <p>B. 5-Year Surrender Charge Schedule</p> <table border="1"> <thead> <tr> <th><u>Contract Year of Withdrawal</u></th> <th><u>Surrender Charge % of Contract Value</u></th> </tr> </thead> <tbody> <tr><td>1</td><td>8%</td></tr> <tr><td>2</td><td>7%</td></tr> <tr><td>3</td><td>6%</td></tr> <tr><td>4</td><td>5%</td></tr> <tr><td>5</td><td>4%</td></tr> <tr><td>6 and thereafter</td><td>0%</td></tr> </tbody> </table>	<u>Contract Year of Withdrawal</u>	<u>Surrender Charge % of Contract Value</u>	1	8%	2	8%	3	7%	4	6%	5	5%	6	4%	7	3%	8 and thereafter	0%	<u>Contract Year of Withdrawal</u>	<u>Surrender Charge % of Contract Value</u>	1	8%	2	7%	3	6%	4	5%	5	4%	6 and thereafter	0%
<u>Contract Year of Withdrawal</u>	<u>Surrender Charge % of Contract Value</u>																																
1	8%																																
2	8%																																
3	7%																																
4	6%																																
5	5%																																
6	4%																																
7	3%																																
8 and thereafter	0%																																
<u>Contract Year of Withdrawal</u>	<u>Surrender Charge % of Contract Value</u>																																
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5	4%																																
6 and thereafter	0%																																
<p><b>Page 4D – Annuity Guideline Parameters</b></p>	<p><i>In Item 1 of the Annuity Guideline Parameters provisions, the words “partial or” are bracketed within the following sentence: “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 five (5) years after the Issue Date. Since partial annuitizations will not be allowed upon initial implementation of this product, the bracketed words will not appear in</i></p>																																

*this item; however, we may prospectively add back “partial or ” when partial annuitization is allowed.*

*Also, within the above sentence, we bracketed “five (5)” years, with the variability subject to the following ranges:*

**Range Information: Minimum is 5  
Maximum is 10**

*In Item 3, we bracketed “\$10,000” as the amount under which the Company reserves the right to pay the amount in a lump sum, with the variability subject to the following ranges:*

**Range Information: Minimum is \$2,000  
Maximum is \$25,000**

*The last sentence of Item 3, “The Company reserves the right to limit the number of partial annuitizations to a maximum of one (1) per Contract Year”, is bracketed in its entirety. Since partial annuitizations will not be allowed upon initial implementation of this product, the bracketed sentence will not appear in this item; however, we may prospectively add it back when partial annuitization is allowed.*

***Regarding the actuarial assumptions which are displayed within bracketing in this section, the bracketed items may be changed on a non-discriminatory basis for future issues within the ranges or parameters provided.***

**Assumption Variability**

- Within the first assumption:
  - the current 2012 Individual Annuity Mortality (IAM) mortality table is bracketed. Any changes to the mortality table, for future issues only, would conform to future Society of Actuaries official individual annuity tables.
  - The phrase “projected to the year 2052 with 100% of Projection Scale G2 for both males and females” is bracketed to allow for future changes to the factoring year, the percentage and the projection scale for new issues only. Any changes to the projection scales would conform to Society of Actuaries official individual annuity projections scales.
  - “projection factors are based on a 30%/70% male/female weighting.” The range of changes for the bracketed percentages would be 50%/50% to 20%/80%.
  - The statement that “A five-year age setback will be applied in all instances” is bracketed to allow for changes, for future issues only, within a range of 0 years, in which case the statement would not appear, to a maximum 10-year setback.
- Within the second assumption, the Annuity Options rates are based on an effective annual bracketed interest rate of 0.10%. The rate may vary, for future issues only, within the range of 0.10% to 3.00%

**FIXED ANNUITY RATES  
Page 4D (New provision)**

<p><b>Page 4D – Riders</b></p> <p><b>Page 4D – Service Center</b></p>	<p><i>This field will display the rider name as applicable.</i></p> <p><i>This will allow for address changes and telephone number changes of our Service Center.</i></p>
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**Massachusetts Mutual Life Insurance Company**

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**Description of Variable Provisions**  
**Individual Fixed Deferred Annuity Contract Rider**  
**MUFA10-UR.1**  
**November 2012**

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

<b>Provision with Brackets</b>	<b>Description</b>
<b>Page 1, Officer Signatures and Titles</b>	<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>

**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 initial 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 Payments plus any fees or charges, 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**

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

[SECRETARY]

[PRESIDENT]

**INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT  
WITH FLEXIBLE PURCHASE PAYMENTS**

- **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.**

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**INSERT SCHEDULE PAGES 4A+ HERE**

## DEFINITIONS

**ACCUMULATION PERIOD.** The period during which Purchase Payments may be made.

**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 or Annuity Payments to reimburse it for expenses relating to 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.** The date on which the Contract Owner elects to begin receiving Annuity Payments. The latest date on which this 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(ies) 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 sum of the Purchase Payment(s) and interest credited to this Contract, less any amounts previously withdrawn, less any applicable taxes, and less any charges previously deducted.

**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 applicable charges, if any; less the Surrender Charge, if any; less any Purchase Payments credited to this Contract when based upon Purchase Payments that have not cleared the bank upon which the Purchase Payments are drawn.

**CONTRACT YEAR.** The first Contract Year is the annual period which begins on the Issue Date. Subsequent Contract Years begin on each anniversary of the Issue Date.

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

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

**MINIMUM GUARANTEED INTEREST RATE.** The Company guarantees that the interest to be credited will not be less than the Minimum Guaranteed Interest Rate shown on the Contract Schedule. Interest is credited daily. The Company may credit additional interest at its sole discretion.

**NET PURCHASE PAYMENT.** A Purchase Payment less any Premium Tax, if applicable, assessed by any state or other jurisdiction.

**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.** During the Accumulation Period, a payment made by or on behalf of a Contract Owner with respect to this Contract.

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

**WRITTEN NOTICE.** 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 via Written Request. The Contract Owner must promptly provide the Company with notice of any Contract Owner address change.

**WRITTEN REQUEST.** A request in writing, in a form satisfactory to the Company, which is received by our Service Center.

## PURCHASE PAYMENT PROVISIONS

**PURCHASE PAYMENTS.** The initial Purchase Payment is due on the Issue Date. The minimum and maximum requirements for total and subsequent Purchase Payments are shown on the Contract Schedule. The Company reserves the right to reject any Purchase Payment not conforming to the requirements set forth in the Contract Schedule or not complying with any state or federal regulatory requirements.

## 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.

Each partial withdrawal must be for an amount which is not less than the minimum amount shown on the Contract Schedule. The Contract Value which must remain in this Contract after a partial withdrawal is shown on the Contract Schedule. Amounts withdrawn will be deducted on a first in first out basis. 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 the time of such total withdrawal will not be less than the Guaranteed Minimum Surrender Value which is determined in accordance with the provisions shown on the Contract Schedule.

The Company will pay the amount of any withdrawal within seven (7) calendar days of receipt of a request in good order 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 Amount is an amount which is not subject to a Surrender Charge. The Surrender Charge and Free Withdrawal Amounts are shown on the Contract Schedule.

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

## DEATH BENEFIT PROVISIONS

**DEATH OF CONTRACT OWNER DURING THE ACCUMULATION PERIOD.** Upon the death of any Contract Owner during the Accumulation Period, 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.

If there is no Joint Contract Owner, the Death Benefit will be paid to the Beneficiary designated by the Contract Owner.

A Beneficiary may request that the Death Benefit be paid using one of the Death Benefit payout options shown in the Death Benefit Provisions 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 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 in accordance with the provisions shown on the Contract Schedule as of the date the Company receives both due proof of death and an election of the payment method.

**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.

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 spousal Beneficiary may elect to continue this Contract in his or her own name as described herein, or elect Option 1, 2 or 3 above.

If Option 1 is elected, 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.

**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 Contract Owner loses all rights to 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 in equal shares as follows:

1. to the primary Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none
2. to the contingent Beneficiary who survives the Contract Owner's and/or the Annuitant's death, as applicable; or if there is none
3. 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 named irrevocably. A change of Beneficiary requires the consent of any irrevocable Beneficiary. If an irrevocable Beneficiary is named, 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. Any change 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.

## **ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS**

**ANNUITANT.** The Annuitant is the person on whose life Annuity Payments are based. The Annuitant is the person designated 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. 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.

A change of Contract Owner allowed by the Company will automatically revoke any prior designation of Contract Owner. 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.

**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 Owner's authorization 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, subject to the Company's underwriting rules then in effect and 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.

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.

The Company reserves the right to terminate this Contract if the total of all Purchase Payments received in the first Contract Year does not meet the minimum Purchase Payment amount requirements shown on the Contract Schedule. If the Company exercises this right, Written Notice of termination will be sent to the Contract Owner at the last known address shown in our records. This Written Notice will state that this Contract will terminate thirty-one (31) calendar days after we have mailed the notice unless we receive a Purchase Payment that, combined with all other Purchase Payments received in the first

Contract Year, meets such minimum Purchase Payment amount requirements. If this Contract is terminated pursuant to the reserved right to terminate this Contract, we will pay the Contract Withdrawal Value to the Contract Owner.

In addition, the Company reserves the right to terminate this Contract if the following conditions are met:

1. no Purchase Payment has been made for at least two consecutive years measured from the date we received the last Purchase Payment; and
2. each of the following amounts is less than \$2,000 on the date we send Written Notice of our election to terminate this Contract provided that no Annuity Option is in effect at that time:
  - a. the Contract Value less any Premium Tax deducted; and
  - b. the sum of all Purchase Payments made into the Contract adjusted for any partial withdrawals.

If the Company exercises the right to terminate this Contract when conditions 1 and 2 are met, Written Notice of termination will be sent to the Contract Owner at the last known address shown in our records. This Written Notice will state that this Contract will terminate thirty-one (31) calendar days after we have mailed the notice unless we receive a Purchase Payment that brings the Contract Value (less any Premium Tax) to at least \$2,000 before that time. If this Contract is terminated pursuant to the reserved right to terminate this Contract, we will pay the Contract Withdrawal Value to the Contract Owner.

**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, reduced 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 features 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.** The Company will determine when Premium Taxes have resulted from receipt by the Company of the Purchase Payments, or commencement of Annuity Payments. Any Premium 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 legal process and the claim of any creditor if the person is 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 Purchase Payments, 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 and 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 guaranteed Annuity Purchase Rates, which are based on the assumptions~~ shown on the Contract Schedule under the Fixed Annuity Rates section, Tables included in this Contract to the amount to be applied to the Annuity Option elected by the Contract Owner.
2. The amount applied to an Annuity Option on the Annuity Date is equal to the Contract Value minus any applicable Premium Tax, Annual Contract Maintenance Charge and Surrender Charge shown on the Contract Schedule. If the full Contract Value is applied to an Annuity Option and the Guaranteed Minimum Surrender Value, as determined in accordance with the provisions shown on the Contract Schedule, is greater, the amount applied on the Annuity Date is equal to the Guaranteed Minimum Surrender Value, adjusted for any applicable Premium Tax and Annual Contract Maintenance Charge.

~~2.~~

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.

~~2.~~

4. If an Annuity Option has not been elected before the Annuity Date, 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 used to calculate the Annuity Payments 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 below. 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 five (5) 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**

<b>MALE AGE</b>	<b>FEMALE AGE</b>										<b>MALE AGE</b>
	<b>40</b>	<b>45</b>	<b>50</b>	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>	
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**

<b>MALE AGE</b>	<b>FEMALE AGE</b>										<b>MALE AGE</b>
	<b>40</b>	<b>45</b>	<b>50</b>	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>	
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**

<b>MALE AGE</b>	<b>FEMALE AGE</b>										<b>MALE AGE</b>
	<b>40</b>	<b>45</b>	<b>50</b>	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>	
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**

<b>MALE AGE</b>	<b>FEMALE AGE</b>										<b>MALE AGE</b>
	<b>40</b>	<b>45</b>	<b>50</b>	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>	
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**

<b>YEARS</b>	<b>MONTHLY INCOME</b>
5	\$17.49
6	14.72
7	12.74
8	11.25
9	10.10
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

### **NOTICE OF ANNUAL MEETING**

**The Contract Owner is hereby notified that by virtue of this Contract he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts, on the second Wednesday of April in each year at 2 o'clock p.m.**

### **INDIVIDUAL FIXED DEFERRED ANNUITY CONTRACT WITH FLEXIBLE PURCHASE PAYMENTS**

- **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.**

## CONTRACT SCHEDULE

**Contract Number:** [ ]                      **Latest Permitted Annuity Date:** [034/01/20657]

**Issue Date:** [034/01/20103]                      **Contract Schedule Date:** [034/01/20103]

**Eligibility Date for Waiver of Surrender Charge:** [034/01/20141]

**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]

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

**Product Version:** [MassMutual Odyssey Select<sup>SM</sup>]

**Current Interest Rates:**

<b>First Year Base Rate Plus Enhanced Rate:</b>	[ ]%	<b>Guaranteed Periods:</b>	[One (1) year]
<b>[Second Year Base Rate:</b>	[ ]%		[One (1) year]]

**Minimum Guaranteed Interest Rate:** [0.50%]

**GUARANTEED MINIMUM SURRENDER VALUE:** The Guaranteed Minimum Surrender Value is equal to [eighty-seven and one half percent (87.5%)] of the Purchase Payments, 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 is [1.00 - 3.00%] as of the Issue Date of this Contract and [is applicable for the life of the Contract]. The Guaranteed Minimum Surrender Value Factor is determined based on the following Index methodology:

1. For all Contracts issued 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 issued 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 current 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%.~~

~~•The initial Minimum Guaranteed Interest Rate is [1.00%—3.00%]~~

~~•Beginning on the tenth (10th) Contract Anniversary, and on every fifth (5th) Contract Anniversary thereafter, the Minimum Guaranteed Interest Rate will be redetermined 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 current 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.

**Initial Purchase Payment Received:** [\$ XXXX.00]

**PURCHASE PAYMENTS:** The total of all Purchase Payments received in the first Contract Year must be at least [\$4,000] for qualified Contracts and [\$10,000] for non-qualified Contracts. This may consist of a monetary payment or a combination of a monetary payment and exchange/transfer paperwork for transferred assets. If the automatic investment plan option is elected in the first Contract Year, the minimum automatic investment plan Purchase Payment is the greater of \$50 or the amount necessary to meet the minimum initial Purchase Payment requirements of [\$4,000] for qualified Contracts and [\$10,000] for non-qualified Contracts. Subsequent Purchase Payments, if any, may be no less than [\$1,000] or, if the automatic investment plan option is elected, \$50.

[If this Contract is issued as a Non-ERISA Tax Sheltered Annuity (TSA), as part of a TSA exchange, the Company will allow partial or total transfers of a participant's interest in a Non-ERISA Tax-Sheltered Annuity (TSA) to this Contract. However, this Contract cannot be used for salary reduction contributions.]

**PURCHASE PAYMENTS LIMITS:** The maximum total Purchase Payments allowed are [\$1,500,000]. Purchase Payments above this amount must be pre-approved by the Company. The Company reserves the right to limit any Purchase Payments made after the Initial Purchase Payment to a maximum of [\$100,000].

**CREDITED INTEREST RATES:** The interest rates credited to the Initial Purchase Payment Received and the period for which they are guaranteed are shown on the first page of the Contract Schedule as the Current Interest Rates and the Guaranteed Periods.

For each Purchase Payment received, interest will be credited at a fixed interest base rate determined by the Company which is guaranteed for [two (2) years] from receipt of the Purchase Payment.

After expiration of the [two-year] base rate guarantee for each Purchase Payment received, interest will be credited at a renewal rate and for a period to be determined by the Company.

The Company may also credit a one-year enhanced rate to any Purchase Payment received within the first [four (4) Contract Years]. Enhanced rates are offered at the Company's discretion and may be discontinued at any time. Enhanced rates will not be offered in Contract Years [five (5)] and thereafter.

**MINIMUM PARTIAL WITHDRAWAL AMOUNT:** [\$250]

**MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL:** [\$3,000], provided that no Annuity Option is in effect at that time. The Company reserves the right to 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]. We reserve the right to deduct an Annual Contract Maintenance Charge of up to \$50.00 from the Contract Value each Contract Year.

**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]. The charge is calculated at the time of each withdrawal or annuitization, as applicable, based on the Surrender Charge Schedule. [The Surrender Charge only applies to Annuity Option G if the Period Certain is less than ten (10) years.]

A Surrender Charge will be assessed against the amount of Contract Value withdrawn for partial and total withdrawals made in excess of any Free Withdrawal Amounts during the Contract Years that a Surrender Charge is applicable as shown in the Surrender Charge Schedule. A Surrender Charge is deducted from the remaining Contract Value, if any, or if the Contract Value is insufficient, from the withdrawal amount.

**SURRENDER CHARGE SCHEDULE**

<b>[Contract Year of Withdrawal:</b>	1	2	3	4	5	6	7	8	9	10	<b>and thereafter</b>
<b>Surrender Charge % of Contract Value:</b>	8	8	7	6	5	4	3	2	1	0	

**FREE WITHDRAWAL AMOUNTS:** Free Withdrawal Amounts are 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, whichever is greater, determined as of the date a Written Request for such withdrawal is received at our Service Center. Any additional Purchase Payments made in the first Contract Year after the initial Free Withdrawal is taken will not be included in the calculation of the Free Withdrawal until the next Contract Anniversary.

During each subsequent 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, whichever is greater, as determined at the end of the last business day of the previous Contract Year. Any additional Purchase Payments made in the same Contract Year any Free Withdrawal is taken will not be included in the calculation of the Free Withdrawal until the next Contract Anniversary.

To qualify as Free Withdrawal Amounts, Required Minimum Distributions (RMD) under this Contract are subject to the following conditions:

- 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 are subject to the Minimum Contract Value After Partial Withdrawal requirements as shown in this Contract Schedule.

A Surrender Charge will not be assessed for any withdrawal(s) taken for redemption of excess contributions from qualified plans as those terms are defined in the Internal Revenue Code of 1986, as amended and the regulations thereunder.

**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 [five (5)] years 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] for a full annuitization, the Company reserves the right to pay the amount in a lump sum. If any Annuity Payment is less than \$100, the Company reserves the right to change the payment basis to equivalent quarterly, semi-annual, or annual 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.]
4. The Annuity Date must be the 1st through the 28th day of the month.

**FIXED ANNUITY RATES:**

The assumptions for determining the Fixed Annuity rates are:

1. The [2012 Individual Annuity Mortality (IAM)] mortality table, [projected to the year 2052 with 100% of Projection Scale G2 for both males and 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. [A five-year age setback will be applied in all instances.]
2. The Annuity Option rates are based on an effective annual interest rate of [0.10%].

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 annuity payout rates for this Contract, those rates will be used

**RIDERS:**

- [Nursing Home and Hospital Withdrawal Benefit Rider]
- [Terminal Illness Withdrawal Benefit Rider]
- [Individual Retirement Annuity Rider]
- [Roth Individual Retirement Annuity Rider]
- [SIMPLE Individual Retirement Annuity Rider]
- [Qualified Plan Rider]
- [Non-ERISA Tax Sheltered Annuity Rider]

[Governmental 457(b) Deferred Compensation Plan Rider]  
[Unisex Rates Rider]

**SERVICE CENTER:**

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

Telephone: [1-800-272-2216]

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY  
Springfield, MA 01111-0001

**UNISEX ~~ANNUITY RATES~~ RIDER**

This rider modifies the Contract to which it is attached for use in connection with a retirement plan which receives favorable income tax treatment under Sections 401, 403, 408, 408A or 457 of the Internal Revenue Code, or where required by state law. In the case of a conflict with any provision in the Contract, the provisions of this rider will control. The Company may further amend the Contract from time to time to meet any requirements applicable to such plans or laws. The effective date of this rider is the Issue Date shown on the Contract Schedule.

The provisions of the Contract are modified by as follows:

~~1. Deleting any reference to sex where such term appears in the Contract.; and~~

~~2. The Contract is further modified by substituting the attached Fixed Annuity Rates Tables 1, 2 and 3 for the corresponding Fixed Annuity Rate Tables in the Annuity Rates section of the Contract.~~

Signed for Massachusetts Mutual Life Insurance Company by:

[ *Christine C. Peaslee* ]

[SECRETARY]

[ *My W. [Signature]* ]

[PRESIDENT]

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

<b>Unisex</b>					
<b>Age</b>	<b>Life Only</b>	<b>Years Certain &amp; Life</b>			<b>Age</b>
		<b>5</b>	<b>10</b>	<b>20</b>	
50	3.06	3.06	3.06	3.03	50
51	3.11	3.11	3.11	3.08	51
52	3.17	3.17	3.16	3.12	52
53	3.22	3.22	3.21	3.17	53
54	3.28	3.28	3.27	3.23	54
	-	-	-	-	
55	3.34	3.34	3.33	3.28	55
56	3.41	3.40	3.39	3.33	56
57	3.47	3.47	3.46	3.39	57
58	3.55	3.54	3.53	3.45	58
59	3.62	3.62	3.60	3.51	59
	-	-	-	-	
60	3.70	3.70	3.68	3.58	60
61	3.79	3.78	3.76	3.64	61
62	3.88	3.87	3.84	3.71	62
63	3.97	3.96	3.93	3.78	63
64	4.07	4.06	4.03	3.85	64
	-	-	-	-	
65	4.18	4.17	4.13	3.92	65
66	4.29	4.28	4.23	3.99	66
67	4.41	4.40	4.34	4.06	67
68	4.54	4.53	4.46	4.14	68
69	4.68	4.66	4.58	4.21	69
	-	-	-	-	
70	4.83	4.80	4.71	4.28	70
71	4.99	4.96	4.85	4.35	71
72	5.15	5.12	4.99	4.42	72
73	5.33	5.29	5.14	4.49	73
74	5.53	5.47	5.29	4.55	74
	-	-	-	-	
75	5.73	5.67	5.46	4.61	75
76	5.95	5.88	5.62	4.66	76
77	6.19	6.10	5.80	4.72	77
78	6.44	6.33	5.97	4.76	78
79	6.71	6.58	6.16	4.81	79
	-	-	-	-	
80	7.00	6.84	6.34	4.84	80
81	7.31	7.12	6.53	4.88	81
82	7.65	7.41	6.72	4.91	82
83	8.01	7.72	6.91	4.94	83
84	8.40	8.05	7.10	4.96	84
85	8.81	8.39	7.28	4.98	85

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

**UNISEX (1) / UNISEX (2) – JOINT AND LAST SURVIVOR ANNUITY**

UNISEX (1) AGE	UNISEX (2)										UNISEX (1) AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.46	2.52	2.56	2.60	2.62	2.64	2.65	2.66	2.66	2.66	40
45	2.52	2.60	2.66	2.72	2.76	2.79	2.81	2.82	2.83	2.84	45
50	2.56	2.66	2.76	2.84	2.91	2.96	3.00	3.03	3.04	3.05	50
55	2.60	2.72	2.84	2.96	3.07	3.16	3.22	3.27	3.30	3.32	55
60	2.62	2.76	2.91	3.07	3.22	3.36	3.47	3.56	3.62	3.65	60
65	2.64	2.79	2.96	3.16	3.36	3.56	3.74	3.89	4.00	4.08	65
70	2.65	2.81	3.00	3.22	3.47	3.74	4.01	4.26	4.46	4.61	70
75	2.66	2.82	3.03	3.27	3.56	3.89	4.26	4.63	4.97	5.24	75
80	2.66	2.83	3.04	3.30	3.62	4.00	4.46	4.97	5.49	5.96	80
85	2.66	2.84	3.05	3.32	3.65	4.08	4.61	5.24	5.96	6.69	85

**UNISEX (1) / UNISEX (2) – JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEARS CERTAIN**

UNISEX (1) AGE	UNISEX (2)										UNISEX (1) AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.46	2.52	2.56	2.60	2.62	2.64	2.65	2.66	2.66	2.66	40
45	2.52	2.60	2.66	2.72	2.76	2.79	2.81	2.82	2.83	2.84	45
50	2.56	2.66	2.76	2.84	2.91	2.96	3.00	3.03	3.04	3.05	50
55	2.60	2.72	2.84	2.96	3.07	3.16	3.22	3.27	3.30	3.31	55
60	2.62	2.76	2.91	3.07	3.22	3.36	3.47	3.55	3.61	3.64	60
65	2.64	2.79	2.96	3.16	3.36	3.56	3.74	3.89	3.99	4.06	65
70	2.65	2.81	3.00	3.22	3.47	3.74	4.01	4.25	4.44	4.57	70
75	2.66	2.82	3.03	3.27	3.55	3.89	4.25	4.61	4.92	5.17	75
80	2.66	2.83	3.04	3.30	3.61	3.99	4.44	4.92	5.40	5.80	80
85	2.66	2.84	3.05	3.31	3.64	4.06	4.57	5.17	5.80	6.37	85

**FIXED ANNUITY RATES  
TABLE 3 - OPTION E  
MONTHLY PAYMENTS PER \$1,000**

**UNISEX (1) / UNISEX (2) - JOINT AND 2/3 SURVIVOR ANNUITY**

UNISEX (1) AGE	UNISEX (2)										UNISEX (1) AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.60	2.67	2.75	2.83	2.92	3.02	3.13	3.24	3.36	3.47	40
45	2.67	2.76	2.85	2.95	3.05	3.16	3.28	3.41	3.54	3.67	45
50	2.75	2.85	2.96	3.07	3.19	3.32	3.46	3.61	3.76	3.91	50
55	2.83	2.95	3.07	3.21	3.35	3.51	3.67	3.85	4.03	4.20	55
60	2.92	3.05	3.19	3.35	3.53	3.72	3.92	4.13	4.35	4.56	60
65	3.02	3.16	3.32	3.51	3.72	3.95	4.20	4.47	4.75	5.02	65
70	3.13	3.28	3.46	3.67	3.92	4.20	4.52	4.87	5.22	5.58	70
75	3.24	3.41	3.61	3.85	4.13	4.47	4.87	5.31	5.79	6.27	75
80	3.36	3.54	3.76	4.03	4.35	4.75	5.22	5.79	6.41	7.07	80
85	3.47	3.67	3.91	4.20	4.56	5.02	5.58	6.27	7.07	7.97	85

**UNISEX (1) / UNISEX (2) - JOINT AND 2/3 SURVIVOR ANNUITY WITH 10 YEARS CERTAIN**

UNISEX (1) AGE	UNISEX (2)										UNISEX (1) AGE
	40	45	50	55	60	65	70	75	80	85	
40	2.59	2.67	2.75	2.83	2.92	3.01	3.11	3.21	3.30	3.38	40
45	2.67	2.75	2.85	2.94	3.04	3.15	3.26	3.37	3.48	3.56	45
50	2.75	2.85	2.95	3.06	3.18	3.31	3.44	3.57	3.69	3.79	50
55	2.83	2.94	3.06	3.20	3.34	3.49	3.65	3.80	3.94	4.06	55
60	2.92	3.04	3.18	3.34	3.51	3.69	3.88	4.07	4.25	4.39	60
65	3.01	3.15	3.31	3.49	3.69	3.92	4.16	4.39	4.61	4.79	65
70	3.11	3.26	3.44	3.65	3.88	4.16	4.45	4.75	5.04	5.28	70
75	3.21	3.37	3.57	3.80	4.07	4.39	4.75	5.14	5.51	5.83	75
80	3.30	3.48	3.69	3.94	4.25	4.61	5.04	5.51	5.99	6.42	80
85	3.38	3.56	3.79	4.06	4.39	4.79	5.28	5.83	6.42	6.95	85

**State:** Arkansas **Filing Company:** Massachusetts Mutual Life Insurance Company  
**TOI/Sub-TOI:** A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium  
**Product Name:** Odyssey Select-MGIR/APR 2012  
**Project Name/Number:** Odyssey Select-MGIR/APR 2012 /Odyssey Select-MGIR/APR 2012

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/20/2012	Replaced 11/29/2012	Form	Contract Schedule	11/23/2012	MUFA10-SCH-OS.2 Generic Schedule 9-Yr 11-2012.pdf (Superseded)

## CONTRACT SCHEDULE

**Contract Number:** [ ] **Latest Permitted Annuity Date:** [04/01/2067]

**Issue Date:** [04/01/2013] **Contract Schedule Date:** [04/01/2013]

**Eligibility Date for Waiver of Surrender Charge:** [04/01/2014]

**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]

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

**Product Version:** [MassMutual Odyssey Select<sup>SM</sup>]

**Current Interest Rates:**

<b>First Year Base Rate Plus Enhanced Rate:</b>	[ ]%	<b>Guaranteed Periods:</b>	[One (1) year]
<b>[Second Year Base Rate:</b>	[ ]%		[One (1) year]]

**Minimum Guaranteed Interest Rate:** [0.50%]

**GUARANTEED MINIMUM SURRENDER VALUE:** The Guaranteed Minimum Surrender Value is equal to [eighty-seven and one half percent (87.5%)] of the Purchase Payments, 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 is [1.00 - 3.00%] as of the Issue Date of this Contract and [is applicable for the life of the Contract]. The Guaranteed Minimum Surrender Value Factor is determined based on the following Index methodology:

1. For all Contracts issued 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 issued 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 current 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.

**Initial Purchase Payment Received:** [\$ XXXX.00]

**PURCHASE PAYMENTS:** The total of all Purchase Payments received in the first Contract Year must be at least [\$4,000] for qualified Contracts and [\$10,000] for non-qualified Contracts. This may consist of a monetary payment or a combination of a monetary payment and exchange/transfer paperwork for transferred assets. If the automatic investment plan option is elected in the first Contract Year, the minimum automatic investment plan Purchase Payment is the greater of \$50 or the amount necessary to meet the minimum initial Purchase Payment requirements of [\$4,000] for qualified Contracts and [\$10,000] for non-qualified Contracts. Subsequent Purchase Payments, if any, may be no less than [\$1,000] or, if the automatic investment plan option is elected, \$50.

[If this Contract is issued as a Non-ERISA Tax Sheltered Annuity (TSA), as part of a TSA exchange, the Company will allow partial or total transfers of a participant's interest in a Non-ERISA Tax-Sheltered Annuity (TSA) to this Contract. However, this Contract cannot be used for salary reduction contributions.]

**PURCHASE PAYMENTS LIMITS:** The maximum total Purchase Payments allowed are [\$1,500,000]. Purchase Payments above this amount must be pre-approved by the Company. The Company reserves the right to limit any Purchase Payments made after the Initial Purchase Payment to a maximum of [\$100,000].

**CREDITED INTEREST RATES:** The interest rates credited to the Initial Purchase Payment Received and the period for which they are guaranteed are shown on the first page of the Contract Schedule as the Current Interest Rates and the Guaranteed Periods.

For each Purchase Payment received, interest will be credited at a fixed interest base rate determined by the Company which is guaranteed for [two (2) years] from receipt of the Purchase Payment.

After expiration of the [two-year] base rate guarantee for each Purchase Payment received, interest will be credited at a renewal rate and for a period to be determined by the Company.

The Company may also credit a one-year enhanced rate to any Purchase Payment received within the first [four (4) Contract Years]. Enhanced rates are offered at the Company's discretion and may be discontinued at any time. Enhanced rates will not be offered in Contract Years [five (5)] and thereafter.

**MINIMUM PARTIAL WITHDRAWAL AMOUNT:** [\$250]

**MINIMUM CONTRACT VALUE AFTER PARTIAL WITHDRAWAL:** [\$3,000], provided that no Annuity Option is in effect at that time. The Company reserves the right to 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]. We reserve the right to deduct an Annual Contract Maintenance Charge of up to \$50.00 from the Contract Value each Contract Year.

**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]. The charge is calculated at the time of each withdrawal or annuitization, as applicable, based on the Surrender Charge Schedule. [The Surrender Charge only applies to Annuity Option G if the Period Certain is less than ten (10) years.]

A Surrender Charge will be assessed against the amount of Contract Value withdrawn for partial and total withdrawals made in excess of any Free Withdrawal Amounts during the Contract Years that a Surrender Charge is applicable as shown in the Surrender Charge Schedule. A Surrender Charge is deducted from the remaining Contract Value, if any, or if the Contract Value is insufficient, from the withdrawal amount.

**SURRENDER CHARGE SCHEDULE**

<b>[Contract Year of Withdrawal:</b>	1	2	3	4	5	6	7	8	9	10	<b>and thereafter</b>
<b>Surrender Charge % of Contract Value:</b>	8	8	7	6	5	4	3	2	1	0]	

**FREE WITHDRAWAL AMOUNTS:** Free Withdrawal Amounts are 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, whichever is greater, determined as of the date a Written Request for such withdrawal is received at our Service Center. Any additional Purchase Payments made in the first Contract Year after the initial Free Withdrawal is taken will not be included in the calculation of the Free Withdrawal until the next Contract Anniversary.

During each subsequent 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, whichever is greater, as determined at the end of the last business day of the previous Contract Year. Any additional Purchase Payments made in the same Contract Year any Free Withdrawal is taken will not be included in the calculation of the Free Withdrawal until the next Contract Anniversary.

To qualify as Free Withdrawal Amounts, Required Minimum Distributions (RMD) under this Contract are subject to the following conditions:

- 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 are subject to the Minimum Contract Value After Partial Withdrawal requirements as shown in this Contract Schedule.

A Surrender Charge will not be assessed for any withdrawal(s) taken for redemption of excess contributions from qualified plans as those terms are defined in the Internal Revenue Code of 1986, as amended and the regulations thereunder.

**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 [five (5)] years 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] for a full annuitization, the Company reserves the right to pay the amount in a lump sum. If any Annuity Payment is less than \$100, the Company reserves the right to change the payment basis to equivalent quarterly, semi-annual, or annual 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.]
4. The Annuity Date must be the 1st through the 28th day of the month.

**FIXED ANNUITY RATES:**

The assumptions for determining the Fixed Annuity rates are:

1. The [2012 Individual Annuity Mortality (IAM)] mortality table, [projected to the year 2052 with 100% of Projection Scale G2 for both males and 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. [A five-year age setback will be applied in all instances.]
2. The Annuity Option rates are based on an effective annual interest rate of [0.10%].

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 annuity payout rates for this Contract, those rates will be used

**RIDERS:**

- [Nursing Home and Hospital Withdrawal Benefit Rider]
- [Terminal Illness Withdrawal Benefit Rider]
- [Individual Retirement Annuity Rider]
- [Roth Individual Retirement Annuity Rider]
- [SIMPLE Individual Retirement Annuity Rider]
- [Qualified Plan Rider]
- [Non-ERISA Tax Sheltered Annuity Rider]

[Governmental 457(b) Deferred Compensation Plan Rider]  
[Unisex Rates Rider]

**SERVICE CENTER:**

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

Telephone: [1-800-272-2216]